

*Mail Jonah Southern*  
*Wm. H. C.*  
**DEED OF TRUST**

*R 3*  
...Charlie Tucker and wife...

TO

**EDW. M. LINVILLE, Trustee,**  
FOR

**Jonah Southern**

Consideration, \$ **1,000.00**

Date **Jan. 21, 1922**, 19.....

Filed for registration on the.....day  
of .....191.....  
at.....o'clock.....M., and duly recorded  
in the office of Register of Deeds of Surry  
County, N. C., in Book No. **75**,  
Page No. **187**, Etc.



*Henry Wolfe*  
Register of Deeds.

Clerk's Fee, ..... \$ .....  
Record Fee, ..... \$ .....  
Total, ..... \$ .....

*Wm. H. C.*  
**REGISTER OF DEEDS**  
**RECORDED**  
**FEB 19 1922**  
**ON FILED**

*Wm. H. C.*  
**PO**



STATE OF NORTH CAROLINA,

Surry County.

THIS INDENTURE, made and entered into this 21 day of Jan. A. D., 1922 by and between Charlie Tucker and wife Ollie Tucker of Surry County, State of North Carolina, parties of the first part, ED W. M. LINVILLE, Trustee, of Surry County, in said State, party of the second part, and Jonah Southern of Surry County, in said State, party of the third part:

WITNESSETH, For that whereas the said Charlie Tucker and wife are indebted to the said party of the third part in the sum of One thousand and 00/100 have Dollars, for borrowed money for which the said Charlie Tucker and wife Ollie Tucket/ executed and delivered to said party of the third part, as aforesaid, one notes or bonds of even date herewith in said sum of \$1,000.00 Dollars, payable as follows, to-wit: \$1,000.00 due Dec. 1st 1922

with interest thereon from date till paid, at the rate of six per centum per annum, payable semi-annually; and it has been agreed that the payment of said debt shall be secured by the conveyance of the land hereinafter described.

NOW, THEREFORE, in consideration of the premises and for the purpose aforesaid, and for the sum of one dollar to the party of the first part paid by the party of the second part aforesaid, said Charlie Tucker and wife Ollie Tucker have bargained, sold, given, granted, and conveyed, and by these presents do bargain, sell, give, grant, and convey to said EDW. M. LINVILLE, Trustee, his heirs and assigns, a certain tract of land lying and being in Surry County and State of North Carolina, in Township, and more particularly described and defined as follows:

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Lying and being in Stewart's Creek township and adjoining the lands of Charlie Collins, John Tucker, Clifford Ward, Amy Tucker, Holt et al. First Tract: Beginning on a red oak in the Widow Hodges line and runs East 8 rods to a sourwood sapling and pointers; thence South 20 rods to a spanish oak; thence West 8 rods to a stake in said Hodges' line; thence with said line 20 rods to the beginning. Containing one acre more or less. Being the old school house lot in district #1 colored race. See book 86 page 300.

Second Tract: Beginning on Martin Bennett's corner in David Tucker's line in the fork of the cadle ford road and runs N.W. 7 chains and 3 links; thence S.E. 7 chains and 3 links to the Evans road; thence 7 chains and 3 links with the Evans road to the beginning. Containing 5 acres more or less. See book 59 page 245.

Third Tract: Beginning at a stake by a road and runs with road S. 29° W. 5 chains; thence S. 46° W. 4 chains; thence S. 38° W. 3 chains; thence S. 52° W. 2 1/4 chains to a stake in David Tucker's line; thence West 4 chains to oak sapling in Collins line; thence N. with Collins line 15 1/2 chains to pointers in Bennett's line; thence East 2-3/4 chains crossing a branch to pointers; thence S. 27° E. 6 1/2 chains again crossing a branch to pointers; thence East 5 1/2 chains to the beginning. Containing 10 1/2 acres more or less. See book 59 page 244

Fourth Tract: Beginning at a stone in F.W. Brinkley's line and runs with said Brinkley's line 15 chains to a stone Brinkley and Charlie Tucker's corner in John Tucker's line; thence North with John Tucker and Charlie Collins' line 8-3/4 chains to a stone Charlie Tucker's former corner thence S. 88° E. 10-3/4 chains to an oak stump; thence N. 40° E. 1 1/2 chains to a stone; thence S. 83° E. 5 1/4 chains to a stone; thence S 71° W. 9-3/4 chains to the beginning. Containing 14 1/2 acres more or less. See book 86 page 311.

may be necessary to pay off and discharge said notes or bonds and all interest then accrued, and due thereon, and all sums expended for taxes and insurance as herein provided, together with all necessary expenses of advertising and selling; and shall pay the surplus, if any remain, to said Charlie Tucker and Ollie Tucker

It is Understood and Agreed between the parties to this deed, that the parties of the first part shall pay all taxes within the time prescribed by law, and shall keep the buildings on the said premises insured in some reliable Insurance Company in the sum of \$....., which said policies shall be payable to the party of the second part, as his interest may appear, and deposited with him to be applied, in case of loss, as far as it may extend to the satisfaction of this trust. And if the parties of the first part shall fail to pay said taxes or to insure said buildings for ten hours, the party of the third part or the trustees shall be at liberty to pay said taxes or effect such insurance, and the amount so expended shall be deemed principal money, bearing six per centum interest per annum, and be payable when the next installment of interest becomes due.

It is further stipulated and agreed, That any statement of facts or recital by said Trustee in his deed in relation to the non-payment of the money secured to be paid, the amount due, the advertisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact.

And it is stipulated and agreed, That if said Charlie Tucker and Ollie Tucker shall pay off said notes or bonds and interest, and discharge fully the trusts herein declared before such sale, or the same shall be done by a sale of part of said lands, then so much of said lands as may not have been sold and are not required to meet any of said trusts, shall be reconveyed to said Charlie Tucker and Ollie Tucker or the title thereto revested in him according to the provisions of law.

And said Charlie Tucker and Ollie Tucker party of the first part, doth covenant to and agree with said party of the second part, his heirs and assigns: That he is the owner and seized of said premises in fee simple; That they have the right to convey the same; That the same are free from any incumbrances whatever; That they will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever; and that they will execute such further deed or deeds as may be necessary or proper to carry out the true intent and purpose of this trust.

In Testimony Whereof, The said parties of the first part do hereto subscribe their respective names and affix their several seals the day and year first above written.

Charlie Tucker (Seal)
Ollie Tucker (Seal)
(Seal)
(Seal)



This Deed of trust is Paid in full and the Register of Deed is hereby authorized to Cancel same as it appears on record. This Feb 12. 1922

STATE OF NORTH CAROLINA, Surry County.

I, *J. O. Southern* a Notary Public of said County, do hereby certify that *W. W. Christian* and his wife *Ollie Tucker* grantors, personally appeared before me this day and acknowledged the execution of the foregoing Deed of Trust, and the said *Ollie Tucker* being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto. Let the said deed and this certificate be registered.

Witness my hand and seal, this the *21<sup>st</sup>* day of *January* 19*22*

*J. O. Southern*  
*W. W. Christian*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 8/9 22

STATE OF NORTH CAROLINA, Surry County.

I, *J. O. Southern* of said County, do hereby certify that *this deed of trust paid off in full* grantor, personally appeared before me this day and acknowledged the execution of the foregoing Deed of Trust. Let the said deed and this certificate be registered.

Witness my hand and seal, this the *paid off* day of *Feb* 19*22*

*J. O. Southern*

STATE OF NORTH CAROLINA, Surry County.

The foregoing certificate of *W. W. Christian* a Notary Public of said County, is adjudged to be correct. Let the said deed and this certificate be registered.

Witness my hand, this the *9<sup>th</sup>* day of *Feb* 19*22*  
*S. A. Bledsoe Deputy* C. S. C.