

300-4
76/29

Class

Deed in Trust

REGISTERED
COUNTY REGISTER OF DEEDS
J. H. [Signature] and wife

TO THE
**Home Building & Loan
Association**
MOUNT AIRY, N. C.

Deed—Consideration. \$ 500.00

Dated _____ day of _____, 192__

Filed for registration on the 17 day of
May, 1923, at 11 o'clock
A.M. and registered in the office of the
Register of Deeds for Surry County, N. C.,
this 18 day of May, 1923,
at 3:30 o'clock P.M., in Book 78 of

Deeds, on page 205, etc.
Lillian [Signature]
Register of Deeds

9720 EDWARDS & BRIGHTON PRINTING CO., RALEIGH, N. C.

170

149
48
190

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----- the Trustee ----- in, and -----
the owner and holder of, the ----- secured by the
----- hereinafter mentioned, join in this Instrument for the purpose of releasing, and
do hereby release, the land herein described and conveyed from the lien and operation of -----
----- certain ----- registered in Book -----
page -----, in office of Register of Deeds for said County of Surry, in favor of said -----
----- Trustee, his heirs and assigns, with intent to make the within and foregoing Instru-
ment a first and prior lien and claim on said land, and the debt herein secured first payable in full out of the proceeds of any
sale thereof under any of said ----- but expressly reserving all their
rights and liens, subject only to this release.

Witness: ----- (SEAL)
----- (SEAL)
----- (SEAL)

TO HAVE AND TO HOLD, The said premises, together with all the privileges and appurtenances thereto belonging, or in any-wise incident or appertaining, to the said E. C. Bivens, his heirs and assigns, in trust for the uses and purposes hereinafter limited, described, and declared. And the said J. E. Caudle and wife Mazie Caudle covenant with the said E. C. Bivens that they are seized of said premises in fee, and have a right to convey the same in fee simple; that the same are free from all encumbrances, and that they will warrant and defend the said title to the same against the claims of any and all persons whomsoever.

PROVIDED, Nevertheless, and on this EXPRESS CONDITION, that if the said J. E. Caudle his heirs or legal representatives, shall, on or before Saturday night of each week, from and after the date of these presents, pay or cause to be paid to said HOME BUILDING AND LOAN ASSOCIATION the weekly interest upon Five Hundred

Dollars,

at the rate of six per centum per annum, until the Five Hundred Dollars, class of shares of the capital stock of said Association shall reach the par value of one hundred dollars per share, and shall then repay to said Association the said sum of Five Hundred Dollars,

and pay all taxes when due, and shall in all respects comply with the Constitution and By-Laws of said Association as they now exist or hereafter may be amended; and, provided further, that the said J. E. Caudle

in accordance with the said Constitution and By-Laws, shall keep all buildings on said premises insured for a sum not less than Five Hundred Dollars,

the policy of insurance to be made payable to said Association

then this Deed shall be void, but if the said J. E. Caudle shall make default in the payment of said weekly interest as aforesaid, or shall fail or refuse to keep the buildings on the premises insured as aforesaid, or shall make default in any of the aforesaid stipulations, for the space of thirty days, or shall cease to be a member of said Association, or shall fail to pay all taxes assessed on the land hereby conveyed within sixty days after said taxes are payable

then, and in such event, the said E. C. Bivens shall have the right, and it shall be his duty when requested by party of third part, to immediately enter upon and take possession of the said premises hereby conveyed, and sell the same at public auction for cash or credit, as in the judgment of said Trustee may best subserve the purposes of this Deed, first giving thirty days' notice of sale at the County Courthouse door at Mount Airy, N. C., and in some newspaper published in Surry County, N. C., and shall make and deliver to the purchaser thereof a title thereto, and out of the proceeds of said sale shall pay the expenses thereof, and lawful commissions, and pay to said Association the sum of

Five Hundred Dollars,

and all claims then due the Association by said J. E. Caudle, and pay over the remainder, if any, to said J. E. Caudle his heirs or legal representatives.

AND IT IS FURTHER STIPULATED AND AGREED, That said Trustee shall be entitled to just compensation for any and all services performed and expenses incurred under this trust, which compensation shall constitute part of the debt secured by this conveyance, and be a lien on the property herein conveyed.

IT IS FURTHER STIPULATED AND AGREED, That any sums expended by said Association for insurance of the property, or for payment of taxes thereon, or to remove any prior encumbrance, shall be added to and constitute a part of the debt hereby secured, and shall bear interest at same rate.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

J. E. Caudle (SEAL)
Mazie Caudle (SEAL)
(SEAL)
(SEAL)

STATE OF NORTH CAROLINA

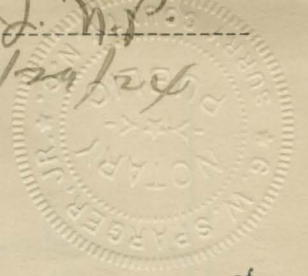
Surry County

I, Geo. W. Sparger, Jr.

in and for said County and State, do hereby certify that J. E. Caudle and Mazie Caudle, wife, personally appeared before me this day, and acknowledged the due execution of the within Deed of Trust; and that the said Mazie Caudle 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 same with this certificate be registered.

WITNESS my hand and seal this 7th day of May, A. D. 1923

Geo. W. Sparger, Jr. My com 4 1/24/23



STATE OF NORTH CAROLINA

Surry County

The foregoing or annexed certificate of Geo. W. Sparger, Jr. of Surry County, is adjudged to be in due form and according to law. Therefore, let the same with the foregoing Deed of Trust and these certificates, be registered.

This 17 day of May, 1923

H. T. Lewellen

Clerk Superior Court

J.E. Caudle
Mazie Caudle - 500

STATE OF NORTH CAROLINA }
SURRY COUNTY

This Indenture, Made this 7th day of

May 1923, by and between J. E. Caudle and wife
Mazie Caudle

part of the first part, and E. C. Bivens party of the
second part, and the HOME BUILDING AND LOAN ASSOCIATION, of Mount Airy, N. C., party of the third part,

WITNESSETH, Whereas, the said J. E. Caudle

is indebted to the said HOME BUILDING AND LOAN ASSOCIATION, in the sum
of Five Hundred Dollars,
money loaned this day, the payment whereof the said J. E. Caudle

is anxious to secure:
NOW, THEREFORE, In consideration of the premises, and in further consideration of one dollar in hand paid, the receipt whereof
is hereby acknowledged, the said part of the first part have granted, bargained, and sold, and by these presents do grant,
bargain, sell, convey, and release unto the said J. E. Caudle E. C. Bivens

all that certain piece, parcel, and tract of land lying in the county and State afore-
said, and bounded as follows, to wit:

Beginning on the south side Old Hollow road in Bannertown
and on corner between Mattie Shelton and Monroe Gwyn and runs with line
between them S. 36 deg. W. one hundred and seventy one (171) feet to
corner at angle in Gwyn's line; thence S. 54 1/4 W. one hundred thirty seven
and one-half (137 1/2) feet to edge of 20 ft. strip owned by N. S. Caudle;
thence N. 35 E. one hundred and fifty seven (157) feet to edge old Hollow
Road; thence with old Hollow Road S. 57 E. about one hundred and forty
(41 (140) feet to beginning.

Received
Jan. 12, 1926
J. E. Caudle
Home Building & Loan Assn
Mount Airy, N.C.
Pay to order of J. E. Caudle

BANK OF MOUNT AIRY
HOME BUILDING & LOAN ASSN
Pay to the order of

First National Bank
Mount Airy, N.C.