

DEED OF TRUST.

G. W. Hawks

TO

P. H. Snow

Office of Register of Deeds,

Lucy

County, N. C.

I hereby certify that the within Deed of Trust

was filed in this office for record on the *22*

day of *Nov* A. D., 190*9*, at
4 o'clock, *P* M., and was duly re-

corded in Book *37*, page *205*.

This *30* day of *Nov*, 190*9*

Vestal Taylor

Register of Deeds.

Cancelled on Record

APR 1 1912

DOBSON, N. C.

W. A. YORK, R. D.

Cancelled on Record

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APR 1 1912

DOBSON, N. C.

W. A. YORK, R. D.

State of North Carolina,

Surry

County.

This Indenture, Made and entered into this *14* day of *October* A. D. 190*9*
by and between *G. W. Hawks & wife Ennie Hawks*
in the county of *Surry*, of *Surry* county,
of the first part, *W. L. Ruess* of *Surry* county,
part of the second part, and *P. H. Snow* of *Surry* county,
part of the third part:

Witnesseth, That whereas, the said *G. W. Hawks*
is indebted to the said *P. H. Snow*
in the sum of *One hundred & twenty* Dollars, for which the said
G. W. Hawks has executed and delivered to said
P. H. Snow as aforesaid, his bond of even date with
this deed, in the sum of *One hundred & twenty* dollars, payable
12 months & 3 years after date, with interest on said sum of \$ *190.00*
from date until paid, at the rate of six per centum per annum, payable annually, and
it has been agreed that the payment of the 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

G. W. Hawks
have bargained, sold, given, granted and conveyed, and by these presents do bargain, sell, give, grant and
convey to the said *W. L. Ruess* and

his heirs and assigns, a certain tract of land lying and being in *Surry*
County aforesaid, and more particularly described and defined as follows:

adjoining the lands of W. H. Sikes J. M. Cockburn
and others Beginning on a Hickory corner
of W. H. Sikes in Cockburns line runs with
Cockburns line to the corner of J. M. Cockburns
a white Oak on the bank of the creek then south
with said line to a Sourswood in P. H. Snow
line then north 75° west 23 chs in Snows line
to a black gum north 7 chs to a Water Oak
East 9 1/4 chs to a white Oak then northward 28 chs
to a white Oak now dead & Snows line north 13 chs
to a hickory then north 65° East with the branch
11 chs to a Black gum north 1 1/2 chs to a Stake East 4 chs
to a stake north 13 chs to a line Southward with the top of the Ridge
30 chs to a Chestnut on side of the Road south 15° East 9 chs to a stake south 20 chs
to the beginning corner containing 14 1/2 acres more or less.

To Have and to Hold, Said land and premises, with all the rights, privileges and appurtenances thereunto
belonging, to the said *W. L. Ruess* his

heirs and assigns, upon the trusts and for the uses and purposes following, and none other, that is to say:

If the said *G. W. Hawks* shall fail or neglect to pay interest on said
bond as the same may hereafter become due, or both principal and interest at the maturity of the bond, or any
part of either, then on application of said *P. H. Snow*, or

his assignee, or any other person who may be entitled to the moneys
due thereon, it shall be lawful for, and the duty of the said *W. L. Ruess*
to advertise at the court-house door and in three or more other public places in *Surry*

County aforesaid, for a time not less than thirty days, and also by publication for thirty days in
some newspaper published in *Surry* County, therein appointing a day and place of sale, and
at such time and place to expose said lands at public sale to the highest bidder, for cash, and upon such sale
to convey said lands to the purchaser in fee simple.

And the said *W. L. Ruess*, first retaining five per centum commission on
the proceeds of the whole of said land sold, as a compensation for making such sale, shall apply so much of the
residue of said proceeds of such sale as may be necessary to pay off and discharge said bond and all interest
then accrued and due thereon, and shall pay the surplus, if any remain, to said *G. W. Hawks*

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.

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W. A. YORK, R. D.

Cancel in full this November 28, 1910. P. H. Snow

And it is Stipulated and Agreed, That if said G. W. Hawks
shall pay off said bond 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 re-conveyed
to said G. W. Hawks, or the title thereto be re-vested in him
according to the provisions of law.

In Testimony Whereof, the said G. W. Hawks & wife Ennie Hawks do hereto sub-
scribe their respective names and affix their several seals.

G. W. Hawks [Seal]
Ennie Hawks [Seal]
[Seal]
[Seal]

STATE OF NORTH CAROLINA, Surry County.
I, T. A. Spillman a Justice of the Peace
G. W. Hawks & wife Ennie Hawks personally appeared before me this day and acknowledged the due
execution of the foregoing instrument, for the purposes therein expressed, and the said Ennie Hawks
wife of G. W. Hawks, 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.
Witness my hand and seal, this 14 day of October, A. D. 1909

T. A. Spillman
Justice of the Peace

STATE OF NORTH CAROLINA, Surry County.
The foregoing certificate of T. A. Spillman, a Justice of the Peace of Surry
County, is adjudged to be correct. Therefore, let the instrument, with the certificates, be registered.
Witness my hand, this 22 day of November, A. D. 1909

W. C. Houghton
Clerk Surry Court.