

NUMBER.....

NORTH CAROLINA,.....COUNTY.

CROP LIEN AND CHATTEL MORTGAGE



TO

OCT 11 1943



NORTH CAROLINA, *Surry* COUNTY.

I HEREBY CERTIFY that the within crop liens, chattel mortgage and landlord's waiver were filed and/or lodged for record

in my office at *2nd* M. o'clock on the *22*

day of *March*, 19*43*

and entered on the proper indexes and duly recorded in Chattel

Mortgage Book *206*, at page *537*

K. W. Lawrence
(Register of Deeds)

NORTH CAROLINA, Surry COUNTY.

WHEREAS, Winston-Salem

Production Credit Association, a corporation (hereinafter called Lender), has agreed to make advances to Charlie Tucker,

(hereinafter called Borrower, whether one or more), in an aggregate amount not exceeding One Hundred & Sixty-----

Dollars (\$ 160.00), for the purpose of enabling Borrower to cultivate the lands hereinafter described, evidenced by an installment note of even date herewith, providing for interest rate, amounts and dates of advances, maturity date(s), and other terms;

THEREFORE, in consideration of said advances and One Dollar (\$1.00), paid to Borrower by Lender, receipt acknowledged, and for better securing said advances, and any additional advances (not exceeding one-half of the amount above stated) that may subsequently be made to Borrower by Lender, and all renewals and extensions thereof, and all other indebtedness now due or to become due or hereafter to be contracted, with interest and costs, Borrower, in accordance with Section 2480 of the Consolidated Statutes of North Carolina, hereby grants an agricultural lien on, and conveys unto Lender, its successors and assigns, all

Crops made within one (1) year from date hereof, on the following described lands, situate in Stewarts Creek Township,

Surry

County, North Carolina, to wit:

69 acres of land owned by Charlie Tucker and bounded as follows: North by Irvin Johnson; East by L. B. Dunbar; South by Cliff Byrd; West by Rube Beamer.

Tract #2: Bounded as follows: North by Robert Thore; East by C. Tucker; South by Reid Southern; West by Brady Marsh.

FOR THE CONSIDERATION AFORESAID, and to further secure said indebtedness, Borrower hereby grants, bargains, sells and conveys unto Lender, its successors and assigns, the above described crops, the following described live stock, together with increase thereof, the following described chattels, all tobacco sticks now owned and hereafter acquired, and all fertilizer and other agricultural supplies purchased with the advances hereby secured, wheresoever the same may be located:

2-Black mare mules, Weighing about 900 lbs. each. Ages 8 yrs. Name Coley & Rhodie.

1-Red & White Milk cow, Weight 700 lbs. Age 8 yrs.

1-Red Heifer, Weight 500 lbs. Age 2½ yrs. Will freshen soon.

1-Two horse Wagon, Spach.

1-Two horse Avery turn plow.

1-One horse Oliver turn plow.

2-Double stock plows.

1-Cultivator.

1-Single stock plow.

1-Drag harrow.

1-Set of tobacco barn flues.

5,000 tobacco sticks.

TO HAVE AND TO HOLD said property unto Lender, its successors and assigns forever; PROVIDED, that after Borrower shall pay, when due, all indebtedness hereinbefore mentioned, then this instrument shall be void.

FOR THE CONSIDERATION AFORESAID, Borrower covenants and agrees to and with Lender: That all advances hereunder shall be secured hereby, whether made before or after the assignment of this instrument, and whether made by Lender or an assignee hereof. All notes secured hereby and assigned to, and all advances made by, an assignee hereof, shall have priority over other notes secured hereby and advances hereunder. That application of Borrower, as approved by Lender and the notes executed by Borrower to Lender, and all other instruments executed in connection therewith, are made a part hereof, as if set forth in extenso herein; and with this instrument constitute the contract between Borrower and Lender; and in the event of any misrepresentation or default in said contract, or should the security hereof be diminished or be in danger of loss, removal or destruction, Lender, its successors and assigns, may, at its option, without notice, do any or all of the following: Declare all indebtedness hereinbefore mentioned immediately due and payable and exercise any rights, powers, or privileges and pursue any remedies provided in said contract and any others provided by law; enter without suit or process upon the premises where any of the crops, live stock or other personal property may be located, take possession thereof and after advertising same for five (5) days at the court house door and three (3) other public places in the county(ies) in which said property is located, sell any or all of same at public auction to the highest bidder for cash, at the time(s) and place(s) to be designated in the notices of sale, at which sale Lender may become the purchaser, and after paying costs incurred in seizing, transporting, caring for, preparing, handling, advertising and selling said property, apply the proceeds of said sale to the hereinbefore mentioned indebtedness, interest, charges, costs and any other expense provided for in said contract, paying any surplus to Borrower.

Borrower hereby warrants title to said property against all persons whomsoever.

EXECUTED, SEALED AND DELIVERED this 22 day of March, 1943.

Signed, Sealed and Delivered in the presence of:

His
Charlie (X) Tucker
Mark

Bertha M. Shinault

FOR EXECUTION BY LANDLORD

The undersigned, being the owner of the land described in the within instrument, in consideration of the advances to be made, as the law provided, does hereby waive, release, postpone and assign unto Lender, its successors and assigns, all liens, for rent, supplies, advances, or otherwise, secured by the within instrument, to the end that the lien of the within instrument shall be prior to the landlord's lien, and the indebtedness secured by the within instrument has been paid in full, including interest, and costs of collection, and contrary to the laws of the State of North Carolina.

EXECUTED, SEALED AND DELIVERED this _____ day of _____, 19____.

Witness:

(1) PROOF BY WITNESS

NORTH CAROLINA, Surry COUNTY.

The execution of the foregoing instrument and landlord waiver, was this day proven before me by oath and examination of A. P. Snow, the subscribing witness (s) thereto. Let the same with this certificate be registered.

Witness my hand (and official seal), this 22 day of March, 1943.

My Commission Expires:

(Official Title)

(2) ACKNOWLEDGMENT BY GRANTORS

NORTH CAROLINA,.....COUNTY.

I,.....
(Name of Officer)
a.....
(Title)
do hereby certify that
personally appeared before me this day and acknowledged the due execution of the foregoing instrument and landlord waiver. Let the same with this certificate be registered.
Witness my hand (and official seal), this.....day of....., 19.....
My Commission Expires:.....

(3) CERTIFICATE FOR CORPORATIONS

NORTH CAROLINA,.....COUNTY.

This is to certify that on the.....day of....., 19.....
came.....
personally acquainted, who, being by me duly sworn, says that.....is the.....
President and.....is the.....Sec.....of.....
the corporation described in and which executed the foregoing instru-
ment; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation
was subscribed thereto by said.....President, and that said.....President and.....
Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instru-
ment is the act and deed of the said corporation. Let the instrument with the certificate be registered.
Witness my hand (and official seal), this.....day of....., 19.....
My Commission Expires:.....
.....
(Official Title)

(4) CERTIFICATE FOR REGISTRATION

NORTH CAROLINA,.....COUNTY.

The foregoing certificate(s) of.....
(Name of Officer)
a.....
(Title)
is adjudged to be correct. Let the instrument and
the certificate(s) be registered. Dated....., 19.....
(Clerk of the Superior Court)

NUMBER.....

NORTH CAROLINA,.....COUNTY.

CROP LIEN AND CHATTEL MORTGAGE

CANCELLED
OF RECORD
OCT 15 1943
W. L. BRYAN CO., COLUMBIA, S. C. 241027

SATISFIED
WINSTON-SALEM PRODUCTION CREDIT ASSOCIATION
TO
OCT 11 1943

NORTH CAROLINA,.....COUNTY.

I HEREBY CERTIFY that the within crop liens, chattel mort-
gage and landlord's waiver were filed and/or lodged for record
in my office at.....M. o'clock on the.....
day of....., 19.....
and entered on the proper indexes and duly recorded in Chattel
Mortgage Book.....at page.....
.....
(Register of Deeds)

THE R. L. BRYAN CO., COLUMBIA, S. C. 241027

WAIVER OF SHARE-CROPPER AND/OR LABORERS' LIEN

(Not to be recorded)

In consideration of the advances to be made as provided in the foregoing instrument, we, the undersigned, do hereby waive and postpone all our liens upon
the crops described in the foregoing instrument in favor of said advances and instrument and the indebtedness secured thereby, to the end that the said advances
and instrument shall have priority over all our liens for our share and our wages for our labor in cultivating or harvesting said crops, or for assisting in the
making thereof, until the indebtedness secured by the said instrument have been paid in full, including accrued interest, cost of collection, and attorney's fees as
provided for in said instrument and/or in the notes secured thereby.
This the.....day of....., 19.....
Witness:.....(L. S.)
.....(L. S.)
.....(L. S.)
.....(L. S.)
.....(L. S.)
.....(L. S.)
.....(L. S.)

Name of Borrower (Type)

Address of Borrower (Type)

Note No.

ENDORSEMENTS

[illegible]