

6
C C Hutchins
DEED OF TRUST

*The deed of trust
has been paid*

EDW. M. LINVILLE, Trustee

FOR

C. C. Hutchins

Consideration, \$ 1,000.00

Date

Dec 3rd 1924.

192

Filed for registration on the 10 day of

192

at 9:30 o'clock a.m., and duly recorded

in the office of the Register of Deeds of Surry

County, N. C., in Book No. 84

Page No. 123, Etc.

W. F. Lawrence
Register of Deeds

Clerk's Fee, \$

Record Fee, \$

Total, \$ 1.00

paid

STATE OF NORTH CAROLINA, Surry County.

THIS INDENTURE, made and entered into this 3rd day of Dec. A. D., 1924 by and between J.W.Hayes and wife Rosie Hayes of Surry County, State of North Carolina, parties of the first part, EDW. M. LINVILLE, Trustee, of Surry County, in said State, party of the second part, and C.C.Hutchens of Surry County, in said State, party of the third part:

WITNESSETH, For that whereas the said parties of the first part are indebted to the said party of the third part in the sum of One thousand and 00/100 Dollars, for purchase price on land for which the said parties of the first part have, executed and delivered to said party of the third part, as aforesaid, 1 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. 3rd 1926

with interest thereon from date till paid, at the rate of six per centum per annum, payable 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 J.W.Hayes and wife Rosie Hayes 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: Adjoining the lands of C.C.Mickel, J.G.Isaacs, John Blevens et al.

Beginning on a Mountain oak, pine and rock on the South bank of Fisher river and runs South 68°W. 11 chains to black gums; thence North 3 chains to a chestnut, J.G.Isaacs corner; thence West 27½ chains to a pine; thence S. 44 chains to the road; thence S. 48°W. 9½ chains to an oak, now gone; thence S. 7°W. 12½ chains to a black gum and maple on bank of branch; thence S. 75°W. 4½ chains with Snow and Haynes line to a post oak; thence S. 9°E. 17 chains to a stake on North bank of Mitchell's river road; thence with said road as graded for a public road 49 chains to the Low Gap road; thence with the Low Gap road 18½ chains to a persimmon; thence with the road passing on Northside of spring 16½ chains to a birch on the bank of Fisher's river; thence up the river as it meanders 34 chains to the beginning. Containing 171 acres more or less. Exception: About two acres from these boundaries conveyed by T.F.Bryant and wife to J.M.Isaacs, see deed of record in the Reg. Office of Surry Co.

This land is subject to a prior lien of \$4,000.00 to T.F.Bryant.

To Have and to Hold said land and premises, with all the rights, privileges and appurtenances thereunto belonging to him, said party of the second part, his heirs and assigns forever, upon the trust and for the uses and purposes following, and none other, that is to say:

If the said parties of the first part, shall fail or neglect to pay interest on said notes or bonds as the same may hereafter become due, or both principal and interest at maturity of the said notes or bonds or any part of either, or any note or bond given in renewal in whole or in part thereof, or any amount expended for insurance or taxes as herein provided, then on application of said party of the third part, or his assignee, or other person who may be entitled to the moneys due thereon it shall be lawful for, and the duty of the said party of the second part to advertise said land in some newspaper published in said county of Surry at least once a week for four successive weeks; or if there be no newspaper published in said county, then in three or more public places in the county aforesaid, for thirty days, 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 title to the purchaser.

And the said EDW. M. LINVILLE Trustee, first retaining (out of the proceeds of such sale) five per centum commissions on the sale of the whole of said land sold, as compensation for making such sale, shall apply so much of the residue as 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 J.W.Hayes

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 trustee 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 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 part. i.e. of the first part shall pay off said notes or bonds and interest and discharge fully the trusts hereindeclared 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.....

J.W. Hayes.....or the title thereto revested in him according to the provisions of law.

And said parties... of the first 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... he... have... the right to convey the same; That the same are free from incumbrances whatever; That he will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever; and that he will execute such further deed or deeds as may be necessary or proper to carry out the true intent and purpose of the 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.

J.W. Hayes (Seal).
Rosie Hayes (Seal).
..... (Seal).
..... (Seal).

STATE OF NORTH CAROLINA, Surry County.

I, F.F. Rigggs N.B......of said County, do hereby certify that J.W. Hayes.....and his wife Rosie Hayes.....

grantors, personally appeared before me this day and acknowledged the execution of the foregoing Deed of Trust, and the said.....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 9th day of December, 1924.

STATE OF NORTH CAROLINA, Surry County

I, ...of said County, do hereby certify that 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.....day of.....192.....

STATE OF NORTH CAROLINA, Surry County

The foregoing certificate of F.F. Rigggs 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 10th day of Dec, 1924.

S.A. Bledsoe Deputy C. S. C.