

CANCELED ON RECORD

MAY 15 1917

S. G. BRIM, Register of Deeds.

DEED OF TRUST

Chas Tucker

Alie Tucker

TO

Pl of Mount Airy

Office of Register of Deeds

Dury County, N. C.

I hereby certify the within Deed of Trust was filed in this office for record on the *8*th day of *April* A. D., 190*9* at *11* o'clock, *at* M., and was duly recorded in Book *44*, page *297*.

W. A. York

Register of Deeds.

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And it is Stipulated and Agreed, That if said Charles Tucker & Allie Tucker 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 Charles Tucker & Allie Tucker, or the title thereto be revested in him according to the provisions of law.

In Testimony Whereof, the said Charles Tucker and wife, Allie Tucker, do hereto subscribe their respective names and affix their several seals.

Charles Tucker [SEAL]
Allie Tucker [SEAL]
[SEAL]
[SEAL]

STATE OF NORTH CAROLINA Surry County.

I, G. C. Holcomb, Notary Public, do hereby certify that Charles Tucker & Allie Tucker personally appeared before me this day and acknowledged the due execution of the foregoing instrument, and the said Allie Tucker wife of Charles Tucker being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state 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 official seal, this 4 day of April, A. D. 1917
G. C. Holcomb
M P

STATE OF NORTH CAROLINA Surry County.

The foregoing certificate of G. C. Holcomb, a Notary Public, of Surry County is adjudged to be in due form and according to law. Therefore let the instrument, with the certificates, be registered.

Witness my hand and official seal, this 8 day of April, 1917
J. A. Bledsoe Deputy, Clerk Superior Court

State of NORTH CAROLINA

Surry COUNTY

This Indenture, made and entered into this 4th day of April A. D. 1912 by and between Charles Tucker & Olive Tucker

of Surry County aforesaid, party of the first part, W. F. Falger of Surry County in said State, party of the second part, and Bank of Mount Airy of Surry County aforesaid, party of the third part:

Witnesseth, For that whereas the said Charles Tucker & Olive Tucker is indebted to the said Bank of Mount Airy for promissory note by him, in the sum of Ninety one Dollars & 50/100 (\$91.50) Dollars, for which the said Charles Tucker & Olive Tucker has executed and delivered to said Bank of Mount Airy as aforesaid, his bond of ever date with this deed, in the sum of Ninety one Dollars & 50/100 (\$91.50) payable December 1st 1912 after date, with interest thereon 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, for the sum of one dollar to the party of the first part paid by the party of the second part, aforesaid, said Charles Tucker and wife, Olive Tucker (the latter becoming a party to this deed to convey and pass all right of dower and homestead in the said land and her claim thereto), have bargained, sold, given, granted and conveyed, and by these presents do bargain, sell, give, grant and convey to the said W. F. Falger Surry his heirs and assigns, a certain tract of land lying and being in Surry County aforesaid, and more particularly described and defined as follows:

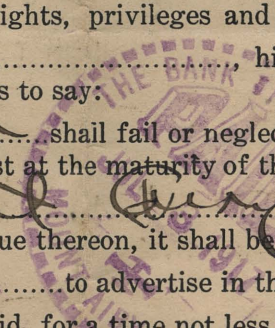
First tract--Adjoining the lands of David Tucker--Collins, and others, and bounded as follows--Viz--Beginning at a stake, a-- runs with road South 29° West five chains--Thence South 46° West four chains--Thence South 38° West three chains--Thence South 52° West two and 1/4 chains to a stake in David Tucker's line--Thence West four chains to oak sapling in Collins line--Thence North with Collin's line 15-1/2 chains to pointers in Bennett line--Thence East two and 3/4 chains crossing a branch to pointers--Thence South 27° East six and 1/2 chains again crossing a branch to pointers--Thence East five and 1/2 chains to beginning--containing 10-1/2 acres more or less. For further description see Surry County Records Book #59--page #244. Second tract--Adjoining the lands of Martin Bennett and others, and bounded as follows--Beginning on Martin Bennett's corner in David Tucker's line in the fork of Cable Fear'd Road and runs N. W. seven chains and three links--Thence S. E. seven chains and three links to the Eavens Road--Thence Seven chains and three links with Eavens Road to the beginning--containing five acres more or less. For further description see Surry County Records Book #59--page #245.

To Have and To Hold Said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to him, said W. F. Falger, his heirs and assigns, upon the trusts and for the uses and purposes following, and none other, that is to say:

If the said Charles Tucker & Olive Tucker 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 Bank of Mount Airy 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. F. Falger to advertise in three or more public places in Mt. Airy, Surry County aforesaid, for a time not less than thirty days, therein appointing a day and a place of sale, and 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 W. F. Falger first retaining five per centum commission on the sale of the whole of said land sold, as a compensation for making such sale, out of the proceeds of such sale, shall apply so much of the residue 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 Charles Tucker & Olive Tucker

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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*See last
W. B. Property*

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