

This deed of trust is paid and satisfied in full and the Recorder of Deeds is hereby authorized to mark same paid and satisfied and to cancel it from the records.

Jan. 15-1926

Fred Følger, trustee.

Fred Følger
Mt. Airy N.C.

DEED OF TRUST

First National Bank,
Mount Airy, N.C.

J. E. Candler wife
TO
Fred Følger, trustee.

CANCELLED
ON RECORD
JAN 16 1926
REGISTER OF DEEDS

OFFICE OF REGISTER OF DEEDS

____ COUNTY, N. C.

I hereby certify that the within Deed of
Trust was filed in this office for record on the

30th day of June

A. D. 1925, at 8³⁰ o'clock A. M.,

and was duly recorded in Book 95,

page 39. This 1 day of

July, 1925.

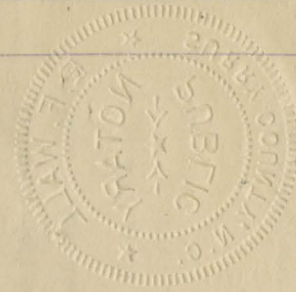
W. H. Lawrence

Register of Deeds.

Form 151½-3M-10-1-23

Canceled

pd



TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to Fred Folger, Trustee and his heirs and assigns, upon the trusts and for the uses and purposes following, and none other, that is to say:

If the said J. E. Caudle *wife M. E. Caudle* 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

J. C. Hollingsworth, 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 Fred Folger, Trustee,

to advertise at the courthouse door and in three or more other public places in Surry County, for thirty days immediately preceding such sale, and in some newspaper published in said county at least once a week for four weeks, 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 Fred Folger 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 J. E. Caudle *wife*.

And said parties of the first part covenant with the said party of the third part that they will keep the building on said premises insured in an amount not less than One Thousand Dollars, said insurance to be payable first to the First National Bank, second to Fred Folger as

on, and shall pay the surplus, if any remain to J. E. Caudle ~~wife~~.

And said parties of the first part covenant with the said party of the third part that they will keep the building on said premises insured in an amount not less than One Thousand Dollars, said insurance to be payable first to the First National Bank, second to Fred Folger as

his interest may appear

~~off and discharge said bond -- and all interest then accrued and due thereon, and shall pay the surplus, if any -- remain, to said~~

IT IS FURTHER STIPULATED AND AGREED that any statement of fact or recital by said trustee in his deed in relation to the nonpayment 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 J. E. Caudle ~~wife~~ N. E. Caudle 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 reconveyed to said J. E. Caudle ~~wife~~ N. E. Caudle or the title thereto be revested in ~~them~~. according to the provisions of law.

IN TESTIMONY WHEREOF, the said J. E. Caudle and wife N. E. Caudle do hereto subscribe their respective names and affix their several seals.

J. E. Caudle [SEAL]
Mrs N. E. Caudle [SEAL]
[SEAL]
[SEAL]

Attest: [SEAL]

STATE OF NORTH CAROLINA, Surry County.

I, E. F. Wall Notary Public

do hereby certify that J. E. Caudle and wife N. E. Caudle personally appeared before me this day and

acknowledged the due execution of the foregoing instrument, for the purposes therein expressed; and the said

N. E. Caudle, wife of J. E. 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.

Witness my hand and seal, this 22 day of June, A. D. 1922

E. F. Wall NP

My Commission Expires October 20, 1926

STATE OF NORTH CAROLINA, Surry County.

The foregoing certificate of E. F. Wall a Notary Public of Surry County, is adjudged to be correct. Therefore let the instrument, with the certificates, be registered.

Witness my hand, this 30th day of June, A. D. 1925

F. J. Lewellen

Clerk Superior Court.

STATE OF NORTH CAROLINA

SURRY

County.

THIS INDENTURE, Made and entered into this 20th

day of

June

A. D. 1925, by and between

J. E. Caudle and wife N. E. Caudle

of Surry County, North Carolina, parties of the first part,

Fred Folger, Trustee

of Surry County, North Carolina, party of the second part, and

J. C. Hollingsworth

of Surry County, North Carolina, party of the third part:

WITNESSETH, That whereas the said

J. E. Caudle *wife N. E. Caudle*~~was~~ indebted to said J. C. Hollingsworthin the sum of Four Hundred sixty-nine and twenty-eight one Hundred ~~th~~ Dollars,for which the said J. E. Caudle *wife N. E. Caudle have*~~has~~ executed and delivered to said J. C. Hollingsworthas aforesaid, ~~this~~ bond of even date with this deed, in the sum of Four Hundred sixty nine and twenty-eight one-hundredth (\$469.28) Dollars, payable

one year after date, with interest on said sum of \$ 469.28

from date until 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 parties of the first part paid by the party of the second part, aforesaid, said

J. E. Caudle and wife N. E. Caudle

have bargained, sold, given, granted and conveyed, and by these presents do bargain, sell, give, grant and convey to the said Fred Folger, Trustee,

and his heirs and assigns, a certain tract of land lying and being in Surry County

County aforesaid, and more particularly described as follows:

A certain lot, tract, or parcel of land in Mount Airy Township, Surry County, State of North Carolina, adjoining the lands of Morae Gwyn and N. S. Caudle and others, and bounded as follows, viz:

Beginning in the South side Old Hollow Road in Bannertown and on corner between Mattie Shelton and Monroe Gwyn and runs with line between them South 36° West 171 feet to the corner at angle in Gwyn's line; thence South 54½° West 137½ feet to edge of 20-ft. strip owned by N. S. Caudle. Thence North 35° East 157 feet to edge Old Hollow Road; thence with Old Hollow Road South 57° East about 140 feet to the beginning.

24
23
108
111
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