| The State of North Carolina, COUNTY OF Robe son | WAIVER OF LANDLORD'S LIENS |
|--|---|
| or and assigned to | le hereunder for the purposes named the landlord's liens for rent and for advances are waived in favor of ROW Land, its successors and assigns, until |
| the said indebtedness has been paid in full, including t | he accrued interest and all cost of collection. |
| WITNESS My hand and seal this | is 27th day of February 19 35 Prans (L. S.) |
| The State of North Carolina, | A TRID ALITA ON CHINCONIDING MIMBIRGS |
| COUNTY OF Roleson | AFFIDAVIT OF SUBSCRIBING WITNESS |
| The execution of the foregoing instrument was t | this day proven before me by the oath and examination of |
| Ze D, Wand | the subscribing witness thereto. |
| WITNESS my hand andseal this | is the 27 day of February, 1935 |
| My commission expires the | R. Lesson |
| day of CRI II C I | |
| The State of North Carolina, | ORDER FOR REGISTRATION |
| COUNTY OF | J. d. MOTARY FUBLIC |
| The foregoing certificate of | ounty, is adjudged to be correct, in due form and according to law. Let the instrument, with the cer- |
| tificates, be registered. | ounty, is adjudged to be correct, in due form and according to law. Let the instrument, with the cer- |
| WITNESS my hand and official seal, this | day of Min 19.30 Complex |
| 新りなり 10 mm 1 | Clerk of Superior Court. |
| The State of North Carolina, Robeson COUNTY OF | WAIVER OF SHARECROPPER'S AND/OR LABORER'S LIEN |
| In consideration of the advances in money mad | ounder the foregoing note and crop lien and chattel mortgage, we, the undersigned sharecroppers and/or as upon the crops planted during one year from the date hereof and grown upon the lands described in |
| the foregoing crop lien and chattel mortgage in favor the said note and crop lien and chattel mortgage and for assisting in making said crops until the indebted | of said note and crop lien and chattel mortgage and the indebtedness secured thereby to the end that the indebtedness secured thereby, shall have priority over all of our liens for our shares and/or wages secured by the foregoing crop lien and chattel mortgage has been paid in full, including the |
| accrued interest and all cost of collection. WITNESS our hands and seals this the 27t | February 10 35 |
| 200 | B BB |
| dons XI. Comes | Then May our (L. S.) |
| Ma X Sala | [L. S.) |
| | |
| | D 250 |
| EN CONTRACTOR | (L. S.) |
| | (L. S.) |
| 五三 五三 一 五三 一 五三 一 一 五三 一 一 一 一 一 一 一 一 一 | · 27 7 (L. S.) |

Manning Mannin

| N | U. | MI | BE] | 2 |
|---|----|----|-----|---|
|---|----|----|-----|---|

STATE OF NORTH CAROLINA,

COUNTY OF ROBESON

NOTE, CROP LIEN and CHATTEL MORTGAGE

| W S EVANS | |
|-------------|--------------------|
| | 6 (1) |
| ROWLAND NO | BTH GAROLINA |
| | 1960 |
| 10/19 | - 3 de |
| TO | Post of the second |
| THE BANK OF | ROWLAND |
| ROWLAN | DNC |

STATE OF NORTH CAROLINA,) County of December 17

| I hereby certify that the within chattel mort- |
|---|
| gage and agricultural lien were filed and/or lodged |
| for record in my office |
| on theday ofMAR 8 1925, |
| 19, and entered on the proper indexes and |
| duly recorded in Chattel Mortgage Book 109 at page 457 and Verified Ever (4) flight |
| ~ |

ENDORSEMENT BY INDIVIDUALS

| ENDORSEMENT AND ASSIGNMENT |
|--|
| For value received the undersigned hereby endorses the note on the reverse side hereof, as well as transfers, assigns and forever sets over all of its rights, title and interest to, in and/or under the within written instrument and the debt secured thereby unto fredhalf Sauth |
| its successors and assigns. |
| This / 3 day of Manch , 19 35 |
| THE BANK OF ROWLAND (L. S.) |
| |
| By JUL Fale |
| Attest: President |
| A Thomas |
| In the presence of BMard Secretary |
| CERTIFICATE OF PRIORITY—NOT TO BE RECORDED |
| This is to certify that I have exampled the records in the |
| office of the Register of Deeds of Moutand County, North Carolina, and that the lien created by this instrument constitutes a first lien on the crop and personal property herein described. |
| |
| |
| This 13 day of March, 1935 |

Register of Decds-Attorney.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar in hand paid by the Creditor to the Debtor, as well as for the purpose of securing the payment of the said note and the advances to be made by the Creditor to the Debtor, together with any renewal or extension thereof in whatever form the same may be, the Debtor hereby grants unto the Creditor, its successors and assigns, an agricultural lien on all of the crops planted within one year from the date hereof and grown on the following described lands, lying and being in North Carolina, County of.....RO.D.E.SON. nship to wit. Farm belonging to Mrs. W E Evans, bounded on Rowland Township north by ct davis, east by J S Scott, south by Mrs Isla T. Pittman and on the West A. L. McLean Said crops consisting of approximately 4.9 acres of tobacco, 12 acres of cotton

to the Creditor a promissory note of even date herewith, and due on the L5th day of November 19.35

30 acres of corn, 30 acres of hay and oats

In order to further secure the payment of the said note of and advances to the Debtor by the Creditor and/or any renewal or extension thereof in whatever form the same may be, as well as all other indebtedness now due or to become due or hereafter to be contracted, the Debtor grants, bargains and sells to the Creditor, its successors and assigns, the following property located and being on the farm owned and/or occupied by the Debtor, hereinabove described, to wit: All the crops and property above described, and all other crops heretotore and/or next hereafter to be planted, grown or made on said land or any part thereof, and,

1-black horse mule age 12 years named Emma. 1-black mare mule age 12 years old named

1-blue rome mare horse age 4 years with colt.

15 hogs and pigs.

Other personal property (excluding articles of household and kitchen furniture): ____l-2 horse wagon: l-1 horse ____ wagon; 1 mowing machine; 1 disc harrow; 1 stalk cutter; 1 fertlizer

distributor and any other necessary farm implements, gears and harness.

TO HAVE AND TO HOLD, all and singular, the said crops, goods and chattels unto the Creditor, its successors and assigns, forever. The Debtor agrees to plant during the year named and to cutlivate and harvest said crops with ordinary care and diligence, and in the event of iailure to do so the Creditor and/or its agent and/or its assignee is hereby authorized and empowered to enter in and upon said lands for the purpose of cultivating, gathering and harvesting any or all of said crops whenever in its discretion its interest may so require, and any expense incurred in so cultivating, gathering and harvesting said crops shall be charged to the Debtor and become secured hereby; and such failure to plant, cultivate and/or harvest Debtor and become secured hereby; said crops as aforesaid shall at the option of the Creditor render the whole amount of the indebtedness secured hereby immediately due and payable, and the Creditor may proceed at once to take possession of said property and to sell the same as hereinafter provided.

The Debtor further agrees, in case of serious injury to or loss by death or otherwise of any of said property, to report the same immediately to the Creditor, and in the event of failure to do so the Creditor shall have the right, at its option, to declare the entire indebtedness secured hereby due and payable at once and immediately to take possssion of said property and to sell the same as hereinafter provided.

PROVIDED, NEVERTHELESS, That if the Debtor shall strictly observe and fully perform all of the covenants and agreements herein and punctually pay to the Creditor, its successors and assigns, the full amount of the indebtedness secured hereby when due, then this instrument will be void; otherwise it shall remain in full force and effect.

AND PROVIDED FURTHER, That the Debtor may retain possession of said crops, goods and chattels until default be made in the payment of said notes or any of the indebtedness hereby secured or in the performance of any of the conditions, covenants and agreements herein, but if the said notes or any part of the indebtedness hereby secured be not paid punctually when due, or if, before said notes become due, the Debtor shall violate any of the conditions, covenants or agreements herein, or shall or attempt or suffer another to dispose of, secrete, destroy, damage or remove any or all of said crops, goods and chattels from the place where they now are or from the premises above described, or shall neglect to properly care for and/or maintain the same in good condition, or abandon said crops or quit said premises, or attempt to defeat or impair the lien hereof, or should the Creditor, its successors or assigns, or any of them, at any time deem the security hereof imperilled or said crops or the property hereby mortgaged in danger of loss or destruction, then and in any such event the whole indebtedness hereby secured shall become instantly due and payable and thereupon the Creditor, its successors and assigns, or any of them, or its or their agent or attorney, shall have the right, without suit or other legal process to enter upon the aforesaid premises and upon any lands where the crops or chattels hereby mortgaged are situate and take possession of any or all of said crops, goods and chattels wherever they may be found, and gather and harvest any or all of said crops, and after advertising the crops for not less than ten (10) days, and the other goods and chattels for not less than twenty (20) days, at the County Court House door and three other public places in said County, shall at the time or times and place or places to be designated in said notice or notices of sale by said Creditor, its successors or assigns, or any of them, expose and sell any or all of said crops, goods and chattels, or so much thereof as may be necessary, at one or more public sales, and apply the proceeds of such sale or sales to the payment of said indebtedness, including accrued interest, all lawful commissions and expenses of seizing, gathering, harvesting, transporting, warehousing, curing, processing, preserving, packing, preparing, refrigerating, advertising and selling the same, the surplus, if any, to be paid and/or turned over to the Debtor, or his personal representatives.

The Debtor hereby warrants the title to the crops and other personal property described herein against the lawful claims of all persons whomsoever, and covenants that the same are free and clear of all encumbrances whatsoever.

IN WITNESS WHEREOF ____ do hereunto set my hand and seal this the ___ 28 day of February A. D. 1935.

Signed, sealed and delivered in the presence of: