

NORTH CAROLINA,

Martin County.

This Indenture, Made this *22nd* day of *October* A. D. 1888.

by and between *Durham Hardison* and
his wife, of *Martin* County, and State of *North Carolina*, parties of the first part,
and *S. H. Freeman* of *Martin*
County, and State of *North Carolina* party of the second part. Witnesseth:

That Whereas, Said part of the first part are justly indebted to said parties of the second part in the sum of *Three hundred & Novaly five* Dollars,
as evidenced by bond of even date herewith, bearing interest from date at *8* per cent. per annum, and due and payable on the *1st day January 1889* *100* on *1st March 1889* *100* on *1st day June 1889* *100*; and whereas, said parties of the first part are anxious to secure the payment of said bond at maturity **Now, Therefore**, in consideration of the premises, and for the purpose aforesaid, and for the sum of Ten Dollars to the parties of the first part paid by parties of the second part, the receipt of which is hereby acknowledged, said parties of the first part have given, granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do hereby give, grant, bargain, sell, alien, convey and confirm unto said party of the second part, *his* heirs and assigns forever, a certain piece or tract of land lying and being in *Martin* County, State aforesaid, in *North Carolina* Township, and described and defined as follows, to-wit:

One tract of land known as Durham Hardisons
Beginning on the branch of the Manner Road, then up said
branch to the bear Pond, up the bear Pond to John Hardison line
then a long the John Hardison line to the Manner Road, thence
down the road to the beginning. Containing one hundred acres
more or less, also six work open by one black name Sam Mager
with straight, over killed the left. One named Golden Red & white
One named wheel red, one named Edwidge horn turned down
also two corn logs and yistons
Except all of the Pine & Poplar timber now
standing on the above tract of land
which I sold to Grim Lee Johnson

To Have and to Hold said land and premises to *the* said party of the second part, *his* heirs and assigns forever. And said parties of the first part do covenant to and with said party of the second part, *his* heirs and assigns: That *they* are the owners and seized of said premises in fee simple; That *they* have the right to convey the same; That the same are free from any incumbrance whatsoever, and that *they* will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever.

It is understood and agreed between the part to this deed that the part of the first part shall keep the buildings on the said premises insured in some reliable Insurance Company having an agency in the said County of *Martin* in the sum of *100* Dollars, and if any loss should occur the same shall be payable to the part of the second part, to be applied as far as it may extend to the satisfaction of this mortgage. And if the part of the first part shall fail to insure said buildings for ten hours, the part of the second part shall be at liberty to effect such insurance, and the amount expended for insurance shall be deemed principal money bearing *8* per cent. interest per annum and be payable when the next instalment of interest becomes due.

But this deed is made on this special trust: That if said part of the first part shall well and truly pay to said party of the second part or *his* legal representatives, the bond hereinbefore described at its maturity, then this deed to be null and void.

But if default shall be made in the payment of said bond or the interest on the same, or any part of either at maturity, then and in that event it shall be lawful for and the duty of said party of the second part to sell said land hereinbefore described, to the highest bidder for cash, at the Court House door in *Martin* County, first advertising the same for thirty days in some newspaper published in *Martin* County, and convey the same to the purchaser in fee simple, and out of the moneys arising from said sale to pay said bond and interest on the same, together with costs of sale and pay surplus, (if any,) to said parties of the first part, or *his* legal representatives.

In testimony Whereof, said parties of the first part hereto subscribe their names and affix their several seals.

Signed, sealed and delivered in the presence of

S. H. Freeman

Durham Hardison (SEAL.)
Marger A. Hardison (SEAL.)

MORTGAGE DEED.

Wm

Nurham Hardison wife

TO

S. J. Freeman

Book *WM.*, Pages *274, 276*

F E E S:

Probate,	- - - - -	
Certif. & Seal, Justice or Notary,		
" " Clerk,	- - -	<i>25-</i>
State Tax,	- - - - -	
Registration,	- - - - -	<i>1.40</i>

Paid \$1.65

NORTH CAROLINA---

County.

et al. in execution of the ...
benefit of ...
same ...
any other person, and that he doth still voluntarily assent thereto. Let the same, with this certificate, be registered.
Witness my hand and official seal, this ... day of ... 188...

Clerk ... Court.

NORTH CAROLINA---

County.

The execution of the foregoing instrument was this day acknowledged before me, by ...
the grantor, for the purposes therein expressed.
Let the same, with this certificate, be registered. This ...
day of ... 188...

NORTH CAROLINA---

County.

The execution of the foregoing instrument was this day proven before me, by the oath and examination of ...
the subscribing witness thereto. Let the same, with this certificate, be registered. This ... day of ... 188...

NORTH CAROLINA---

County.

The foregoing certificate of *G. A. Jordan* a justice of the peace of *Martin* County, is adjudged to be correct. Let the instrument, with the certificates, be registered. Witness my hand and official seal, this *24* day of *October* 188*8*.

W. F. Crawford Clerk *Superior* Court.

Filed for registration at *2* o'clock, *P. M.*, *October 29* 188*8*, and registered in the office of the Register of Deeds for *Martin* County, in Book No. *77*, pages *274, 5 & 6* 188*8*.

W. H. Bennett Register of Deeds.

By Copy