

North-Carolina - Martin County
 The foregoing Certificate of W. T. Crawford a Notary Public of Martin
 County is adjudged to be correct therefore let the deed of
 Trust with the Certificate be registered with me my
 second this 3rd day of March 1876

A. A. Deel
 Clerk Superior Court

440⁰⁰
DEED OF TRUST.

Durham Nardoon
 Korte TO
 Jos. L. Biggs

OFFICE OF REGISTER OF DEEDS,
 Martin County, N. C. }

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

31 day of March

A. D. 1896, at 3 o'clock, P. M.,

and was duly recorded in book 26-26

page 533

J. A. Deel
 Register of Deeds.

Ry 140
 20
 160

Notary Public

WT Crawford 150

Domino 125

Reg Deed 165

Reg Deed 125

5-85

4000

4585

State of North Carolina,

Martin COUNTY.

THIS INDENTURE, Made and entered into this *21* day of *February* A. D. 189*6*, by and between *Durham Hardison & wife Margaret Ann* of *Martin* County aforesaid, party of the first part, *Jos D Biggs* of *Martin* County in said State, party of the second part, and *Gurganus Crawford* of *Martin* County aforesaid, party of the third part:

Witnesseth, For that whereas the said *Durham Hardison* is indebted to the said *Gurganus Crawford* for *advance* by him, in the sum of *Fifty, no 00 (40.00)* Dollars, for which the said *Durham Hardison* has executed and delivered to said *Gurganus Crawford* as aforesaid, his *d* of even date with this deed, in said sum of *Fifty dollars* payable *Nov 24 1896* after date, with interest thereon from date until paid, at the rate of eight per centum per annum, payable semi-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 *Durham Hardison* and wife *Margaret Ann* (the latter becoming a party to this deed to convey and pass all right of dower and homestead in said land and bar her claim thereto), have bargained, sold, given, granted and conveyed, and by these presents do bargain, sell, give, grant and convey to said *Jos D Biggs* his heirs and assigns, a certain tract of land lying and being in *Martin* County aforesaid, and more particularly described and defined as follows:

One tract of land, beginning in Stubbs Roads at Pike Gards Corner of same. Thence running a straight line of marked trees to Deep Run to a lightwood post, thence up the run to the lower deep bottom a corner a lightwood post in deep run, thence along Deep bottom to Marcellus Stubbs road, thence along Marcellus Stubbs road to a corner to the beginning. Containing forty acres more or less.

To Have and to Hold said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to him, said *Jos D Biggs*, his heirs and assigns, upon the trusts and for the uses and purposes following, and none other, that is to say:

If the said *Durham Hardison* 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 *Gurganus Crawford* 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 *Jos D Biggs* to advertise in three or more public places in *Martin* County aforesaid, for a time not less than thirty days, therein appointing a day and 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 J. S. Biggs first retaining five per centum commissions 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

Durham Hardison

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 Durham Hardison 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

Durham Hardison

or the title thereto be revested in him according to the provisions of law.

In Testimony Whereof, the said Durham Hardison and wife Margaret Ann do hereto subscribe their respective names and affix their several seals.

X Durham Hardison [SEAL.]

X Margaret A. Hardison [SEAL.]

STATE OF NORTH CAROLINA, }
Montgomery COUNTY. } SS.

Be it Known, That on this 27th day of February, A. D. 1896, personally came before me, Durham Hardison wife Margaret A. Hardison the signers and sealers of the foregoing deed of trust and acknowledged the same to be their own free act and deed. And Margaret A. Hardison, wife of the said

Durham Hardison, upon examination by me, separate and apart from her husband, acknowledged that she executed the same freely and of her own accord for the purpose and intent therein expressed, and without any fear or compulsion from any one.

W. J. Crawford