

NORTH CAROLINA, Wake County.

The foregoing certificate of J. C. Burns, a notary public of Wake County North Carolina, is adjudged to be correct. Let the instrument with the certificates be registered.

Witness my hand this 14th day of May 1912.

MILLARD MIAL, Clerk Superior Court.

Filed for registration at 5 o'clock P. M. May 14, 1912, and registered in office of the Register of Deeds for Wake County, in book 265, page 163, May 15, 1912.

C. H. Anderson

Register of Deeds.

NORTH CAROLINA, WAKE COUNTY.

.....
: "DEED OF TRUST." :
:
: FRANK M. JOLLY & WIFE, :
: to :
: W. H. PACE, TRUSTEE. :
:.....

THIS INDENTURE, made and entered into, this the 3 day of May 1912, by and between Frank M. Jolly, and wife, Janie R. Jolly, of the county and state aforesaid, parties of the first part, W. H. Pace, trustee, of the county and state aforesaid, party of the second part, and The Raleigh Savings Bank and Trust Company, a corporation duly created, organized and existing under and by virtue of the laws of the state of North Carolina, party of the third part,

WITNESSETH: That whereas, the said parties of the first part are justly indebted to the party of the third part in the sum of three thousand, six hundred (\$3,600.00) dollars, for which they have executed and delivered to the party of the third part their bond of even date herewith, due and payable one year after date, bearing interest from date at the rate of six per cent per annum, interest payable semi-annually in advance, and

WHEREAS, they are desirous of securing to the party of the third part the payment thereof at maturity:

NOW THEREFORE, in consideration of the premises, and for the further consideration of the sum of ten dollars to the parties of the first part in hand paid by the party of the second part, the receipt of which is hereby fully acknowledged, the parties of the first part have given, granted, bargained, and sold, and do by these presents hereby give, grant, bargain, sell and convey unto the party of the second part, his heirs and assigns, that certain lot or parcel of land lying and situate within the corporate limits of Raleigh, Wake County, North Carolina, being lot #73 as described and contained in a certain map of Boylan Heights made by Kelsey and Guild which map is recorded in book of maps 1835, page 114, of Wake County, in the office of the Register of Deeds of said county, and the lot being more particularly described as follows:

Beginning at an iron stake at the northwest corner of an alley running from Boylan Avenue to Kinsey street; runs thence along Boylan Avenue in a northeasterly direction in a curved line about 180 feet to an iron stake, thence in a southerly direction along the west line of Lot #74-126.4 feet to an iron stake on an alley; thence west with the north side of said alley 120 feet to the beginning.

AND IT IS STIPULATED AS FOLLOWS:

1. That no dwelling house shall be constructed or maintained on the premises of a less value than twenty five hundred (\$2500.00) dollars.
2. That no building other than residences, except barns, stables or outbuildings used for domestic purposes solely, shall be built on said land, unless by written consent given by the Greater Raleigh Land company.
3. That no part of any structure upon the premises shall be nearer the front line thereof than 20 feet.
4. That when any dwelling house is built upon the premises, it shall be connected, at the expense of the owner, with the common sewer.
5. That no pigs or hogs shall be kept upon the premises in any mannet whastsoever.
6. That the premises shall not be occupied by negroes or persons of mixed or negro blood; provided, that this shall not be construed to prevent the living upon the premises of any negro servant, whose time is employed for domestic purposes by the occupants of the dwelling houses.
7. All covenants binding upon the party of the second part, except the sixth covenant, concerning the occupation by negroes, shall conclude and expire January 1, 1920; and that all covenants on the part of the party of the second part shall be covenants running with the land.

All agreements shall bind the heirs, executors, administrators, assigns, and successors of the parties of the first and second parts.

T_O_H_A_V_E_A_N_D_T_O_H_O_L_D, said land and premises, and all the rights, privileges and appurtenances thereunto appertaining, to him, said party of the second part, his heirs, executors and assigns, upon the trusts and uses hereinafter set out. and none other, that is to say:

If the parties of the first part shall well and truly pay the said bond and interest thereon as it matures, then this deed to be null and void.

BUT IF DEFAULT SHALL BE MADE in the payment of the principal or interest or any part of either as it respectively matures, then the whole becomes immediately due and payable and upon application of the party of the third part, or its assigns, or any other person, who may be entitled to the moneys due in said bond, it shall be lawful for and the duty of the party of the second part to sell said land and premises at public auction at the court house door in the City of Raleigh, North Carolina, for cash, after first advertising said sale in some newspaper published in Wake County, North Carolina, at least once a week for four weeks, and convey the said lands and premises to the purchaser in fee simple and out of the proceeds arising from said sale said party of the second part will pay the cost of said advertisement and sale, including a commission of five per cent to himself for making the sale, and shall apply so much of the residue as may be necessary to pay off and discharge said bond and interest on the same, and pay the surplus remaining, if any, to the parties of the first part.

And the Parties of the first part, for themselves, their heirs, executors and administrators, covenant with the party of the second part, his heirs and assigns, that the said parties of the first part are seized of said land and premises in fee, and that they have a good and lawful right to convey the same in fee simple; that they are free and clear from any and all encumbrances whatsoever, and that they do hereby forever warrant and will forever defend the title and possession thereto and thereof, against the lawful claims of any and all persons whomsoever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, that the parties of the first part shall pay all taxes and assessments which may be levied by law against said lands and premises, and shall keep the buildings erected thereon insured in some reliable insurance company, authorized to do business in the state of North Carolina, and having an agency in said state, in the sum of at least _____ dollars, the loss, if any, to be paid to the parties hereto as their interests may appear; and if the parties of the first part shall fail or neglect to pay the said taxes and assessments which may be levied against said lands or to effect such insurance for the space of ten hours, then the same may be paid by the party of the third part, or its assigns, and any sum so paid by it or them shall be deemed to be principal money, bearing interest from the date of payment at the rate of six per cent per annum, and payable when the next installment of interest becomes due.

IT IS FURTHER STIPULATED AND AGREED that any statement of facts or recitals by said party of the second part in his deed, in case of sale, or in any other deed necessary to carry out said trust, in relation to the non-payment of the money secured to be paid, the amount due, the advertisement, sale, receipt of money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such facts, and that the party of the second part shall be liable only for negligence of duty or other misconduct.

IF THE PARTY OF THE SECOND PART SHALL DIE, or otherwise become disqualified, then the party of the third part, or the holder of the bond hereby secured, shall have the right by a paper writing duly executed and registered, to nominate his successor, who shall be charged with all the powers contained herein, and the said holder of the bond shall further have the right to charge the expense of the preparation of such paper writing and the execution and registration thereof to the parties of the first part, which shall be payable at the same time as the next payment of interest or principal, and shall be and constitute part of the same.

I N T E S T I M O N Y W H E R E O F, the parties of the first part have hereunto set their hands and affixed their seals on this the day and year first above written.

Witness: CARY K. DURFEY,

FRANK M. JOLLY,

(SEAL)

JANIE ROBBINS JOLLY,

(SEAL)

NORTH CAROLINA, Wake County.

This is to certify that this day personally appeared before me Frank M. Jolly, and wife, Janie R. Jolly, who acknowledged the due execution of the foregoing instrument for the purposes therein expressed; and the said Janie R. Jolly, 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 notarial seal this 3 day of May 1912.

(NOTARIAL SEAL)

CARY K. DURFEY, Notary Public.

My commission expires the 19th day of Sept. 1912.

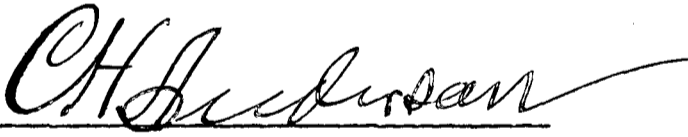
STATE OF NORTH CAROLINA, Wake County.

The foregoing certificate of Cary K. Durfey, a notary public of Wake County, is adjudged to be correct. Let the instrument with the certificate be registered.

Witness my hand this 14th day of May 1912.

MILLARD MIAL, Clerk Superior Court.

Filed for registration at 5 o'clock P.M. May 14, 1912, and registered in office of the Register of Deeds for Wake County, in book 265, page 164, May 15, 1912.



Register of Deeds.

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:" T I M B E R C O N T R A C T :
:
: D. I. MASSEY & WIFE, :
: to :
: W. B. GETTYS LUMBER COMPANY:
:.....

NORTH CAROLINA, WAKE COUNTY.

THIS CONTRACT made this 14th day of May 1912, between D. I. Massey, and his wife, Minnie W. Massey, parties of the first part, and W. B. Gettys and A. H¹/₂ Martin, doing business as the W. B. Gettys Lumber Company, parties of the second part, all of the county and state aforesaid:

W I T N E S S E T H: That for and in consideration of the sum of one dollar paid by the parties of the second part to the parties of the first part, the receipt of which is hereby acknowledged and the further payments hereinafter set out and the stipulations hereinafter agreed upon, the parties of the first part have bargained and sold and by these presents do hereby bargain, sell and convey to the parties of the second part and their heirs and assigns all the timber of the kind hereinafter mentioned upon the tract of land situated in Little River Township, Wake County, N. C., known as the home place of the parties of the first part and being further known as Lot #1 in the division of the lands of the late W. W. Pace containing about 65 acres excepting enough timber to repair the dwelling house now on said land together with full right and privilege for the period of two years from the date of this conveyance to cut and remove said timber. And the parties of the second part shall have all the rights and privileges necessary for the cutting and removal of said timber and the use of necessary land for stacking and drying said timber- including saw mill site convenient to water. The kind and size of said timber shall be all the timber standing and growing on said lands that will square six inches 16 feet from the stump, the stump not to exceed two feet from the ground. The parties of the second part agree to pay as the consideration for said timber \$3.00 per thousand feet for all square edged merchantable timber, \$800.00 of which purchase price shall be paid on the date of this conveyance and the balance of said purchase money after