

State of North Carolina }
New Hanover County }

THIS INDENTURE, Made and entered into this 9th day of March, A.D. 1956, by and between J. L. Maulsby, Charles L. Fowles, Leonard Watts and R. E. Brown, Trustees of the Sea Gate Volunteer Fire Department

of New Hanover County
State of North Carolina, parties of the first part, W. Allen Cobb
Trustee of New Hanover County State of North Carolina, party of the second part, and Levina E. Rogers of New Hanover County State of North Carolina, party of the third part:

WITNESSETH: That whereas the said J. L. Maulsby, Charles L. Fowles, Leonard Watts and R. E. Brown, Trustees of the Sea Gate Volunteer Fire Department parties of the first part are indebted to the said party of the third part in the sum of One Thousand Dollars (\$1000.00) Dollars, for which the said parties of the first part have executed and delivered to the said party of the third part a note of even date with this deed in the sum of One Thousand Dollars (\$1000.00) Dollars, payable after date, with interest on said sum of \$1000.00 Dollars from date at the rate of six per centum per annum, payable in monthly installments of One Hundred Dollars (\$100.00) including principal and interest accrued to date of payment, beginning on the 9th day of April, 1956, and monthly thereafter on or before the 9th day of each succeeding month in equal installments of like amount, until the full sum of One Thousand Dollars (\$1000.00) principal plus interest at the rate of six per cent per annum, has been paid in full.

and it has been agreed that the payment of the 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, said parties of the first part have bargained, sold, given, granted and conveyed, and by these presents do bargain, sell, give, grant and convey to the said party of the second part, and his successors heirs and assigns, a certain tract of land lying and being in Harnett Township, County of New Hanover, State of North Carolina, and more particularly described as follows:

Being all of Lots 130, 131, 132 and 133 of the lands of the Suburban Land Company, as the same is shown on a map recorded in Map Book 2, page 31 of the records of the Register of Deeds of New Hanover County.

The originals of this Deed of Trust and the note or notes thereto, from Sea Gate Volunteer Fire Dept. having been exhibited to me marked paid in full and satisfied; the note or notes satisfied by Levina E. Rogers. and the Deed of Trust satisfied by Levina E. Rogers.

I hereby cancel and discharge this Deed of Trust by marking satisfaction thereon. 8 day of Feb 1957 N. Z. Slack REGISTER OF DEEDS

TO HAVE AND TO HOLD said lands and premises with all the rights, privileges and appurtenances thereunto belonging to said W. Allen Cobb, Trustee, party of the second part, his heirs and assigns, upon the trust and for the uses and purposes following, and none other, that is to say: any payment upon the due date thereof, and such default shall continue for twenty (20) days then if the said parties of the first part shall fail or neglect to pay interest on said note and debt at the same time hereafter then at the option of the party of the third part all remaining unpaid payments may become due and payable and become due or both principal and interest at the maturity of the same, or any part of either, then on application of said party of the third part, or her 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 W. Allen Cobb, Trustee, party of the second part to advertise, at the Court House door and in three other public places in New Hanover 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 land to the purchaser in fee simple. And the said W. Allen Cobb, Trustee, 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 note and debt, and all interest then accrued and due thereon, and shall pay the surplus, if any remains, to said parties of the first part.

And the said parties of the first part further covenant and agree to and with said parties of the second and third parts that they will keep the premises above conveyed insured in some responsible insurance company, acceptable to said trustee, in the sum of One Thousand Dollars, and that they will keep all taxes paid upon said property, and if said parties of the first part shall fail to do this, said party of the second part, or said party of the third part, may effect such insurance and pay such taxes, and all premiums so paid for insurance and amounts so expended in payment of taxes by said parties of the second part or third part, with interest from date of payment at six per cent, shall be secured under this conveyance, and be due and payable at the time of the next installment of interest thereafter. And the said parties of the first and second parts do hereby covenant and agree to and with the said party of the third part, that in case the said trustee shall die, become incapable of acting, renounce his trust, or for other reasons become unacceptable to said party of the third part, then upon notice to the parties of the first and second parts, if living, the party of the third part may appoint, in writing, a trustee to take the place of the party of the second part, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights and powers of the party of the second part.

IT IS FURTHER STIPULATED AND AGREED, That any statement or act or recital by said trustee in any 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 parties of the first part shall pay off said note and interest, and discharge fully the trusts herein declared, before such sale, or the same shall be done by a sale 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 parties of the first part, or the title thereto to be revested in them according to the provisions of law.

IN TESTIMONY WHEREOF, the said J. L. Maultsby, Charles L. Powlas, Leonard Watts and R. E. Brown, Trustees of the Sea Gate Volunteer Fire Department

do hereto subscribe their names and affix their seals the day and year first above written.

Attest:	By	President
	<u>R. E. Brown</u>	(Seal)
Secretary.	<u>J. L. Maultsby</u>	(Seal)
	<u>Charles L. Powlas</u>	(Seal)
Signed, sealed and delivered in the presence of	<u>Leonard Watts</u>	(Seal)
		Trustee.

STATE OF NORTH CAROLINA, New Hanover County.

I, Cecil E. Hunt, a Notary Public in and for the State and County aforesaid, do hereby certify that J. L. Maultsby, Charles L. Powlas, Leonard Watts and R. E. Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Let the said instrument and this certificate be registered for the purposes therein expressed.

Witness my hand this 9 day of March 1956

Cecil E. Hunt
Notary Public.

(Notarial Seal) My Commission expires 16 day of November 1956.

STATE OF NORTH CAROLINA, _____ County.

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____ and _____, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this _____ day of _____ 19____

Notary Public.

(Notarial Seal) My Commission expires _____ day of _____ 19____.

STATE OF NORTH CAROLINA—New Hanover County.

The foregoing certificate of Cecil E. Hunt, notary public of New Hanover County is adjudged to be correct. Therefore let the instrument, with the certificate, be registered.

Witness my hand this 29 day of March 1956.

Vernell DeVane, Asst.
Clerk Superior Court.

Received, recorded and verified 29 day of March 1956 at 20 PM

N. L. Black
Register of Deeds.