

THIS INDENTURE made this the first day of October in the year of our Lord one Thousand Nine Hundred and 1903 between John Kellough & wife Lizzie Kellough of the County of Cabarrus, and State of North Carolina, of the first part, and J. M. Coley of the County of Cabarrus, and State of North Carolina, of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the purposes hereinafter expressed, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do by these Presents bargain, sell and convey unto the said part y of the second part, his heirs and assigns, the following described real estate, situated in the County of Cabarrus, and State of North Carolina, bounded as follows, to-wit:

adjoining the Lands of J. M. Fisher William White and others
Beginning at a Black Jack and runs N. 23 1/2 E. 187 Poles to a stake, thence N. 50 W. 16 Poles to Black Oak corner of Ephram Post thence S. 60 W. 118 Poles to a Black gum, thence S. 16 W. 53 Poles to a Post oak, thence S. 50 Poles to a white oak thence S. 81 E. 48 Poles to the Beginning containing 66 1/2 acres more or less and known as lot no. 9 in the division of the lands of John H. White dead and lying in no 11 Township on Irish Buffalo Creek

TO HAVE AND TO HOLD THE SAME, with the appurtenances, unto the said part y of the second part his heirs and assigns forever. And the said part us of the first part do hereby covenant and agree with the said part y of the second part, his heirs and assigns, to warrant and defend the premises aforesaid to the said part y of the second part, his heirs, executors, administrators and assigns, against the claim and entry of all persons whatsoever; and they do further covenant that they are seized of the premises in fee-simple, and has power to convey such an estate by this Indenture, and has done the same by these Presents, to the said part y of the second part, and his heirs in trust, however, for the purposes and upon the conditions following:

WHEREAS, The said John Kellough & wife Lizzie Kellough are justly indebted to J. M. Coley in the sum of eleven Hundred and fifty Dollars due by note to be paid annually

AND, WHEREAS, it is the purpose of this conveyance to secure the payment thereof. Now, Therefore, if the said John Kellough & wife Lizzie Kellough shall well and truly pay the principal of the indebtedness hereby secured, on or before the first day of October A. D. 1904, with interest thereon, at the rate of 6 per cent. per annum, payable annually, according to the tenor and effect of said Bond, then this conveyance shall be void and of none effect. But if the said John Kellough shall not pay the principal of the indebtedness hereby intended to be secured, on or before the first day of October 1904, or if the said John Kellough shall not pay the interest due thereon, at the time specified for the payment thereof,

Satisfied in full by authority of Chapter 180 Laws of 1891 This Sept 25th 1907

L. A. Beahm
Register of Deeds

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Register of Deeds
Witness:
acknowledge the satisfaction of the Mortgage, this _____ day of _____