

THIS INDENTURE, Made this first day of Oct in the year of our Lord one Thousand Nine Hundred and 3 between Wiley Reed & wife Sallie Reed

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 parties 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 party 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:

first tract being the the one J. Reed trustee conveyed to J. M. Coley on 19th day of March 1897 by deed which is duly recorded in registers office for Cabarrus County in 62 page 189 to which deed reference hereby made for full and complete boundaries, said land lying in said county and state situated on the waters of Irish Buffalo Creek and bounded as follows all that tract of land adjoining Red Denton John White and others containing about 60 acres and is the same tract of land which C. Barringer and wife conveyed to W. H. Orchard exception however said lands all that portion which hath heretofore been sold and conveyed to the African church, Red Denton Gannon & Filzer, Alexander, School house, & others there is about 20 acres in said tract after deducting all which is conveyed to other parties.

second tract being the one which D. F. Gannon and others conveyed to J. M. Coley on the 12th February 1894 by deed which is duly recorded in registers office for Cabarrus County N. C. in Book 49 page 82 which care and diligence can be found containing 16 acres more or less.

Third tract in No 11 township adjoining A. M. Alexander Almer Krumminger and others, Beginning at a stake A. M. Alexander corner in church line then N 27 E 8 1/2 poles to stake in a gully and a corner of Church lot then N 45 E 16 poles to a cedar stump then N 58 W 12 poles mo. then South 64 W. 40 poles to a stake in Alexanders line then with his line in center of the road to the Beginning containing 3 acres more or less and known as the H. H. Orchard lands

TO HAVE AND TO HOLD THE SAME, with the appurtenances, unto the said party of the second part his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree with the said party of the second part, his heirs and assigns, to warrant and defend the premises aforesaid to the said party 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 have power to convey such an estate by this Indenture, and have done the same by these Presents, to the said party of the second part, and his heirs in trust, however, for the purposes and upon the conditions following:

WHEREAS, The said Wiley Reed & wife Sallie Reed are justly indebted to

J. M. Coley in the sum of six hundred and fifty Dollars due by notes to be paid annually without interest at 6 per cent per annum

AND, WHEREAS, it is the purpose of this conveyance to secure the payment thereof. Now, Therefore, if the said Wiley Reed and wife Sallie Reed 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 Wiley Reed and wife Sallie Reed 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 Wiley Reed & wife shall not pay the interest due thereon, at the time specified for the payment thereof,

190

day of

acknowledge the satisfaction of the Mortgage, this

Register of Deeds

Witness