

NORTH CAROLINA
HERTFORD COUNTY

I, Emily Inscoe, (Davis), Notary Public, of Hertford County, North Carolina, do hereby certify that J. H. White and wife Frances N. White, this day personally appeared before me and acknowledged the due execution of the foregoing conveyance for the purposes therein expressed.

Witness my hand and notarial seal, this 3 day of September 1945.

(SEAL) My commission exp: 1/3/46

Emily Inscoe Davis, N. P.

STATE OF NORTH CAROLINA
HERTFORD COUNTY

The foregoing certificate of Emily Inscoe Davis, N. P. of Hertford County is adjudged to be correct and sufficient. Let the instrument with this certificate be registered.

Witness my hand the 3 day of September 1945.

A. W. Greene,
Clerk Superior Court.

Filed for registration at 11 A. M. September 3, 1945, registered September 3, 1945.

T. D. Northcott,
Register of Deeds.

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NORTH CAROLINA
HERTFORD COUNTY

THIS CONTRACT, made and entered into and executed in duplicate, this the 31 day of August, 1945, by and between E. L. BANKS, widowed, party of the first part, and D. B. SPIERS, J. W. SUMNER and D. D. JONES, parties of the second part, all of Hertford County, North Carolina.

WITNESSETH: That subject to the terms and conditions hereinafter set out, said party of the first part has contracted and agreed to sell to said parties of the second part, and the said parties of the second part have contracted and agreed to purchase from the said party of the first part the following real estate, to-wit:

That tract of land in Maneys Neck Township, Hertford County, North Carolina, known as the OLD TOWN FARM, bounded on the North by the lands of Camp Manufacturing Company; on the East by the Chowan River; on South by the Meherrin River, and on the West by the Liverman Creek and the old Myrick lands, containing 578 acres, be the same more or less; it being the same lands described in the deed from Stanley Winborne and others, Commissioners, to E. L. Banks, dated April 5, 1928, and also in a deed from Jno. E. Vann, Executor of A. I. Parker, to E. L. Banks, dated April 4, 1928, which deeds are duly recorded in the Office of the Register of Deeds for Hertford County in Book 91, pages 256 and 255, respectively, excepting however, about half an acre on the Parker's Ferry road that is known as the Ferry House.

The terms and conditions above referred to are as follows:

First - The agreed purchase price is FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS.

Second - Said purchase price is to be paid as follows: FIVE HUNDRED & NO/100 (\$500.00) DOLLARS upon the execution of this contract, the receipt of which is hereby acknowledged; FIVE THOUSAND, FIVE HUNDRED & NO/100 (\$5,500.00) DOLLARS upon delivery of Deed on or before October 1, 1945; the balance to be paid on or before January 1, 1946, either in cash or in such instalments and upon such terms as said parties of the second part may elect and agreed to by said party of the first part; all unpaid balances to be secured by deed of trust on said property and evidenced by notes executed by said parties of the second part, interest on any unpaid balances to accrue after January 1, 1946, and not before.

Third - Said party of the first part shall retain possession of said premises until January 1, 1946; however, it is agreed that after execution and delivery of deed as herein provided, said parties of the second part, their servants, agents and employees, may enter said premises for the purpose of building, repairing and/or planting crops for the year 1946, but without in any manner interfering with or hindering the farming operations for the year 1945 on the part of the party of the first part and his tenants now occupying or cultivating said premises.

Fourth - All rents and profits from said premises for the year 1945 shall remain the property of said party of the first part.

Fifth - Said party of the first part agrees and binds himself, his heirs, executors and administrators, upon the payment of the sum of SIX THOUSAND (\$6,000.00) DOLLARS on the purchase price on or before October 1, 1945, to execute and deliver to said parties of the second part, or their assigns, a good and sufficient deed, conveying said land and premises in fee simple to the said parties of the second part, and their assigns, with full covenants and general warranty and free from encumbrances, reserving, however, unto himself the rents and profits and possession for the year 1945 as hereinbefore set forth, and said party will then accept a note and deed of trust on said premises executed by said parties of the second part for the remaining \$9,000.00 on the purchase price, such note to be due January 1, 1946, and to be without interest until its maturity.

Sixth - It is mutually understood and agreed between the parties hereto that this contract shall be fully executed on the part of all parties hereto on or before the 1 day of October 1945.

Seventh - In the event of default on the part of either party of the first or second parts, W. D. Boone, acting as mutual trustee for the parties hereto, may upon request of the party not in default, advertise and sell said lands in the manner prescribed by law for the sale under foreclosure of a deed of trust, and upon such sale convey title to the purchaser, and from the proceeds of such sale pay the costs of such sale, including a reasonable commission