

AMENDMENTS TO LAWS RELATIVE TO MORTGAGES

An Act to Facilitate the Examination of Titles and to Create a Presumption of Payment of Instruments Securing the Payment of Money After Fifteen Years From the Date of the Maturity of the Debts Secured Thereby.

The General Assembly of North Carolina do enact:

Section 1. That section two thousand five hundred and ninety four of the Consolidated Statutes of North Carolina be amended by adding a new subsection as follows:

5. That the conditions of every mortgage, deed of trust, or other instrument securing the payment of money shall be conclusively presumed to have been complied with or the debt secured thereby paid, as against creditors or purchasers for a valuable consideration from the trustee, mortgagor or grantor, from and after the expiration of fifteen years from the date when the conditions of such instrument by the terms thereof are due to have been complied with, or the maturity of the last installment or debt or interest secured thereby, unless the holder of the indebtedness secured by such instrument or party secured by any provision thereof shall file an affidavit with the Register of Deeds of the county where such instrument is registered, in which shall be specifically stated the amount of debt unpaid which is secured by said instrument or in what respect any other condition thereof shall not have been complied with, whereupon the register of deeds shall record such affidavit and refer on the margin of the record of the instrument referred to therein the fact of the filing of such affidavit and a reference to the book and page where it is recorded. Or, in lieu of such affidavit, the holder may enter on the margin of the records any payments that have been made on the indebtedness secured by such instrument, and shall in such entry state the amount still due thereunder. This entry must be signed by the holder and witnessed by the Register of Deeds: Provided however that the subsection shall not apply to any deed mortgage, deed of trust or other instrument made or given by any railroad company, or to any agreement of conditional sale, equipment, trust agreement, lease, chattel mortgage, or other instrument relating to the sale, purchase, lease of railroad equipment or rolling stock, or of other personal property.

Sec. 2. In case of foreclosure of any deed of trust or mortgage, the trustee or mortgagee shall enter upon the margin of the record thereof the fact of such foreclosure and the date when, and the person to whom a conveyance was made by reason thereof.

Sec. 3. It shall be the duty of any trustee or mortgagee making sale under the provisions of any power to file an account with the clerk of the Superior Court in the county where the land lies as is required by commissioners making sales for partition and for the auditing and recording of said account the clerk shall be allowed the same fees as are provided for auditing accounts of such commissioners.

Sec. 4. Upon ratification of this act the Secretary of State shall certify copies thereof to every register of deeds in the state, whose duty it shall be to post such copies in a conspicuous place in his office and cause the same to be published for one month in some newspaper in the county. The expense of such publication shall be borne by the county.

Sec. 5. This act shall be in force from and after January first, one thousand nine hundred and twenty-four.

Sec. 6. All laws and clauses of laws conflicting herewith are hereby repealed.

Enacted this the 6th day of March, A. D. 1923.

10-25-21

NOTICE

By virtue of an order of the Superior Court made at the full term 1923 of Watauga Superior Court appointing the undersigned a commissioner in that certain action entitled State of North Carolina vs. D. B. Hodges, T. C. Hodges and wife Dona Hodges, to sell the lands described in a certain mortgage deed executed to the State of North Carolina by T. C. Hodges and wife Dona Hodges on the 30th day of June 1922 for the sum of \$500 I will on Monday November 26, 1923 at the court house door of said county, at the hour of 1 o'clock p. m. sell to the highest bidder for cash, the following described real estate to wit:

Beginning on a sour wood, Sam Johnson's corner, and runs south with Johnson's line 61 1-2 poles to a chestnut, thence south 82 west 40 poles to a rock and maple pointers, thence North 71 poles to a rock in Will Hix line, thence east 40 poles to the beginning containing 16 acres and 70 rods more or less.

This the 25 day of October 1923. A. W. SMITH Clerk Superior Court

God's Providence in Human Friendship.

I Samuel 20:32-42"

And it came to pass when he had made an end of speaking unto Saul the son of Jonathan who knit with the soul of David and Jonathan loved him as his own son. I Sam. 18:1. This friendship began the first time they saw each other. It was what some of us might call love at first sight. They were both young, both brave soldiers and had many things in common. David had just won his great victory over Goliath and all the people were singing his praises. Jonathan was handsome and high-mettled, the pride of the army and the heir apparent to the throne of his father, King Saul. "And the soul of Jonathan was knit to the soul of David." David said of Jonathan after his death on Mount Zelbah "I am distressed for thee my brother Jonathan; very pleasant hast thou been unto me, thy love for me was wonderful. David had given offense to Saul. There was no special reason for this, but Saul ever impatient, fancied that David was his rival for the throne. He drove him from his courts and pursued him even into the wilderness. David gathered a band of men about him and showed he could successfully command even the desperate outlaws who sought revenge with him. Saul pursued him constantly. Though David spared Saul's life and showed his high regard for him as king, he was hunted like some traitor or robber. Hoping however to turn the mind of Saul David captured a city of the Philistines, expecting that this action would win his favor before Saul. When he inquired of God however he was told that this would do no good and make no difference to Saul who would pursue him. And Saul did so, coming in with his armies to capture David, who was in the wilderness. David was discouraged and felt alone. He was in great danger of losing his hold upon God and doing foolish things. Jonathan at this time visits David and proves himself a true friend. He came seeking David at great risk to himself for Saul would have killed Jonathan as quickly as he would have killed David. He met David in the woods and talked to him. He yielded up his hopes of the kingdom to David only asking David not to kill him on becoming king as was the custom of the times. We are told that they parted never to meet but once again. That was when Saul was pursuing David and Jonathan went out to comfort him, finding him in the wilderness. We are not told what he spoke about, but we are told that he strengthened his faith in God, in other words he brought David back to his road to strength and renewed purpose. This is the crowning glory of this exquisite story, for above all, true friendships must be based on religion and must help friends nearer to God. "True friendship must prove itself in practical ways." If our friendships are to express God's providential purposes they must be practical as well as sentimental. Jonathan seemingly did little for David at this time but talk and show him his own soul. That seems to have been all David needed. In our friendships we must forget that our love and what it brings will be of the chief value. Yet Jonathan gave gifts to David and ever risked his life to warn him of Saul's wrath. And David years later protected Jonathan's family and provided for Jonathan's lame son, by giving him servants and a place at the king's own table. So this friendship had its practical side just so there are practical deeds of friendship we will need to do. Friendship is a long road with many ups and downs, and we must be willing to give our hearts and hands, our time and money to help some friends who needs them.

HERMAN WILCOX

Offered \$8,500 for Home Made of Boxes

Los Angeles, Cal.—The high price of living quarters in Los Angeles means nothing to George S. Lemox. Three years ago he started out with only \$400 in cash but today he is the owner of La Casa Contentos, in Hillhurst avenue, Hollywood, for which he recently refused an offer of \$8,500.

Surrounded by an old-fashioned New England garden, the pride of his heart, Lemox has built himself a home of piano packing boxes. The exterior is relieved by the blossoming beauty of the flowers and vines which cover it.

"For years," Lemox said, "landlords considered me a good patron. But three years ago, with only \$400 cash, I rebelled against the landlords and their prices. First I contracted for a \$1,000 lot by making a small cash payment.

"Then I secured 18 piano boxes at \$1.50 each; went in debt for \$250 worth of plumbing, \$50 worth of electric fixtures, and \$210 worth of finishing lumber. A carpenter and a boy helped me at a total cost of about \$300 and I had my home.

"Recently I was offered \$8,500 for the place, but money can't buy happiness, and this is La Casa Contentos—the house of contentedness."

Portugal to Inaugurate New President October 5

London.—When Senor Teixeira-Gomez was elected president of Portugal on August 6 he was still the Portuguese minister at London. He will not be inaugurated until October 5. He has represented his country at the Court of St. James since 1911, and consequently took part in the negotiations that brought Portugal into the World war. In an interview he said:

"One would think to read the news from Lisbon that they had a revolution there every eighth day. This is not so. There are, to be sure, dissensions and uncertainties. My policy will be, in the main, one of unification—an attempt to bring the conflicting parties together on the common basis of the welfare of the republic."

The new president has written books and collected curios. Until the revolution of 1910, which turned the monarchy into a republic, he lived on his parents' estates in the country. His grandfather had cherished liberal sentiments and had suffered for them. His father was educated in France and from him the future president got his republicanism. Senor Gomez was dividing his time among farming, writing and collecting when the republic sent him to London as its first minister.

U. S. Has 178 Women Pastors.

Chicago.—There are 178 women ministers in the United States, according to figures from the International Association of Women Preachers. Illinois leads all other states with 33 women pastors, of whom 17 are in Chicago. There are six women preachers in foreign lands.

NOTICE OF SALE UNDER MORTGAGE

Under and by virtue of the power of sale contained in two several mortgages, one executed by Mrs. Florence E. Norris, and husband J. G. Norris, Jr. to Connolly G. Brown and D. J. Cottrill, dated Feb. 9th, 1922 and recorded in Book Z page 191, one executed by Florence E. and husband J. G. Norris Jr. to J. W. McGhee and W. Hardin Brown, dated Sept. 9th, 1922 and recorded in Book Z page 156, both in the office of the Register of Deeds of Watauga County, North Carolina. To secure the payment of certain notes mentioned and described in the mortgages, and said notes having been sold, and assigned to the undersigned for value and all the right, title, interest and estate of the above named mortgagors having been transferred and conveyed to the undersigned, as

will appear by reference to the registration of said assignments and transfers in Book 30 pages 409 and 406 in the office of the Register of Deeds for Watauga County, North Carolina, and default having been made in the payment of said indebtedness, secured by said mortgages, I, Z. A. Robertson, assignee, will on the 15th day of November 1923, at twelve o'clock p. m. at the court house door in Boone, North Carolina, offer for sale at public outcry to the highest bidder for cash the following described land and premises to satisfy said indebtedness, interest and cost and expenses of sale, to wit:

A parcel of land lying and being in the county of Watauga, State of North Carolina, Boone Township, and known and designated as follows: Being the same piece or parcel of land conveyed by J. G. Norris, Jr. by W. Hardin Brown and wife, bounded as follows: Beginning on a stone in the line of J. H. Hardin and running a northwest course with the public road 15 poles, 5 links to a stone at the forks of the road, then south 8 degrees west about ten poles to a stone on the bank of the Samson road, where the road forks to go to the New River Power Plant, thence south east with old Hartley Council line (Now Dougherty line) with the fence and road to a big chestnut, the Hartley and Council corner; thence 18 poles and 40 links with H. J. Hardin's line to the beginning, containing 2 1/4 acres more or less.

Dated this 15th day of October 1923.

Z. A. ROBERTSON, Assignee.

NOTICE OF MORTGAGE SALE

Under the power of sale of a certain mortgage deed executed by W. R. Lovill to Charles Lewin, dated on March 31, 1923 to secure the payment of the sum of \$528.85 and registered in the office of the register of deeds for Watauga County in book Z at page 197, I will at the court house door in Boone, N. C. on November 5, 1923 between the hours of 11 a. m. and 2 p. m. sell to the highest bidder for cash the following described real estate, situated in the town of Boone, and more particularly described as follows:

BEGINNING AND BOUNDED on the North by the Boone Trail Highway; on the east by a branch, on the west by a branch and the Lovill heirs' land, also the lands of W. L. Bryson

on the south, and being that land lying across the Highway in front of the Lovill home, and being lots no. 6, 7, 8, 9, 10, and part of lot number five, including half the branch near Duncan's house, in the W. L. Bryson addition to the town of Boone and being in block number 3 in said addition.

This the 2nd day of Oct. 1923. CHAS. LEWIS, Mortgagee.

NOTICE OF MORTGAGE SALE

Under the power of sale contained in a certain mortgage executed by Roy I. Haynes to secure the payment of the sum of \$1150.00, to W. L. Haynes, which mortgage was duly assigned to Z. T. Greene and Fred Winkler, we will on

Monday November 5

between the hours of 11 a. m. and 2 p. m. sell to the highest bidder for cash the following described real property, situated in Boone township, County of Watauga, which mortgage contains the same land as is conveyed in a deed from W. L. Haynes and wife Pearl Haynes, to Roy I. Haynes, containing 40 1-8 acres more or less which said mortgage is registered in the office of the Register of Deeds for Watauga county in Book "U" of mortgages at page 497 to which reference is hereby made.

This the 2nd day of October 1923. Z. T. GREENE, FRED WINKLER, Assignees of W. L. Haynes.



F. M. RICHARDS W. H. GRAGG Banner Elk, N. Carolina Boone, - North Caro.

SERVICE

SATISFACTION

BENJAMIN FRANKLIN ONCE WROTE:

"Our press was frequently in want of the necessary quantity of letter; and there was no such trade as letter founder in America. I had seen the practice of this art at the house of James in London, but had at that time paid it very little attention. I however contrived to fabricate a mold. I made use of such letters as we had for punches, founded new letters of lead in matrices of clay and thus supplied in a tolerable manner the wants that were most pressing."



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NOTICE OF ADMINISTRATION

Having qualified as administrator of the estate of Joel Hayes deceased, this is to notify all persons having claims against said estate of deceased to present them for payment within twelve months of the date of this notice or the same will be plead in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This 6th day of September 1923. NANCY HAYES, Administrator.

STATE OF NORTH CAROLINA WATAUGA COUNTY NOTICE OF SALE OF REAL PROPERTY

By virtue of the power of sale contained in a certain deed of trust executed on the 20th day of April 1923 by J. B. Horton and wife, Angie Smith Horton, to the undersigned trustee and duly recorded in the register of Deeds office in Watauga county in Book number one, at page 346 the said deed of trust being to secure certain notes in the sum of five thousand dollars, which notes are past due and unpaid, and demand having been made upon the trustee, I shall on the

3rd day of November 1923 between the hours of 10 o'clock a. m. and 2 o'clock p. m. expose for sale at the court house door in Boone, N. C. to the highest bidder for cash the following described real estate lying and being in the county of Watauga and more particularly described as follows:

FIRST TRACT: Beginning on a history on the bank of the river, J. C. Horton's corner, and running north 40 degrees East 74 poles to a chestnut on the top of the mountain, (on a knoby thence south 80 degrees E 24 poles to a maple, thence south 47 degrees east 60 poles to a white oak, thence south 16 degrees east 36 poles to a chestnut, thence south 45 degrees East 21 poles to a chestnut oak A. J. Cretcher's corner; thence south 62 degrees west with his line 80 poles to a white pine; thence west 25 poles to a spruce pine on the bank of the river; thence up and with the meanders of the river 42 poles to a spanish oak; thence up and with the meanders of the river 22 poles to a maple corner, W. C. Coffey's corner, then north 7 degrees east with Coffey's line 78 poles to a stake at the fork of the river; thence a direct line crossing the river to the beginning containing 96 acres more or less. For further description of this tract see division of William Horton estate in book "W" page 154 in the Register of Deeds office for Watauga county. Also deed from J. C. Horton to J. B. Horton in book "V" at page 124 Register of Deeds office for Watauga County.

SECOND TRACT: beginning on a bunch of lynch on the line of the 100 acre tract and running east 22 poles to a beach; thence north 68 poles to a stake and gate post, thence East 97 poles to a stake, sugar tree and birch pointers; thence north 78 poles to a stake in the field, thence East 48 poles to a stake, Frank Wilson's corner; thence north 22 poles to a bunch of chestnut; thence south 34 degrees east 14 poles to a whoop, thence east 74 poles to a cucumber, thence north 40 poles to a stake in the line of the W. R. Horton tract thence north 72 degrees east 12 poles to a servis bush, now gone; thence south 58 poles to a stake, thence S 25 degrees west with Schneider's line 163 poles to a beach, the beginning corner of the Phinnis Horton 100 acre tract; thence 1 pole to a small buckeye; thence south 4 poles to a large buckeye, marked N. H.; thence west 29 poles to a stake with a birch and a hedge, thence south 31 poles to a stake; the corner of Lenoir 75 acre tract; thence west 47 poles to a stake in the line of Lenoir 100 acre tract; thence south 49 poles to a stake corner of said tract; thence west 134 poles to the beginning corner of Lenoir's 100 acre tract; thence north 94 poles to the beginning, and containing 245 1-8 acres more or less. See plat of J. B. Horton, recorded in Watauga County.

This deed of trust includes one-half of the last described tract. This the 3rd day of October 1923. EUGENE TRIVETTE, Trustee.

NOTICE OF SERVICE BY PUBLICATION

North Carolina County of Watauga In the Superior Court, Before the Clerk, E. F. Corneli VS. Allen Cornell.

The defendant above named will take notice that a summons in the above entitled action was issued against the defendant on the 20th day of September 1923, by A. W. Smith Clerk of the Superior Court of Watauga County for the sum of \$896 as principal and the interest on four several promissory notes, as fully set out in the affidavit in this case, said amount being due said plaintiff by the defendant, which said summons is returnable before said Clerk of the Superior Court at his office in Boone Watauga County, North Carolina on the 27th day of October 1923. The defendant will also take notice that a warrant of attachment was issued by said Clerk on the 20th day of September 1923, against the property of said defendant, which warrant is returnable before said clerk at the time and place above named for the return of the summons, when and where the Defendant is required to appear and answer or demur to the complaint or the relief demanded will be granted.

This 20th day of September 1923. A. W. SMITH Clerk Superior Court Watauga County.

R. D. JENNINGS DENTIST

Office at Blachburn Hotel BOONE N. CARO Patients from a distance would dwell to write and have appointment arranged beforehand.

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