

Legal Advertisements

NOTICE OF LAND SALE UNDER MORTGAGE.

By virtue of a mortgage deed, with power of sale, executed by Fred Rhodes to S. Maxwell and wife to secure certain indebtedness therein named, which said mortgage deed bears date October 28, 1909 and is registered in the office of the Register of deeds for Henderson County, in book 28 page 84 of mortgages and deeds of trust; and default having been made in the payment of the indebtedness secured thereby, I will on Wednesday the 21st day of May 1913, at the court house door in Hendersonville, N. C. within the legal hours of sale, offer for sale at public outcry, and sell to the highest bidder, for cash, to satisfy the balance due on said indebtedness, with interest and cost, all the following described land, in the County of Henderson, township of Hendersonville, and known and designated as follows, viz.: Being the land conveyed by J. C. Morrow et ux to A. L. Tabor by deed dated Aug. 17th, 1903, which deed is duly recorded in Book 60 page 288 of records of Deeds of Henderson County and more particularly described as follows: Beginning at a stake in the east margin of Washington street, said stake standing 100 feet south of the intersection of Brook street with Washington street, being the south west corner of lot conveyed by J. C. Morrow et ux to H. T. Brock, and runs with Brock's line (now Anders) E. parallel with Brook Street 75 feet to a stake; thence south parallel with Washington Street, passing through center of a well, 50 feet to a stake in S. D. Dogan's line; thence with Dogan's line west 75 feet to a stake in the east margin of Washington Street; thence with the east margin of Washington Street to the Beginning. Excepting and reserving a strip of land eight feet wide on the north side of the above lot to be used as an alley for the convenience of this and also the lot in the rear.

This April 19th, 1913.
S. Maxwell,
Annie Maxwell,
Mortgagees.
First Bank & Trust Company,
Assignee.

MORTGAGEE'S SALE

By virtue of a power of sale contained in a Mortgage Deed, executed by C. E. Cole and wife, Jeanie Cole, to T. A. Allen, on October 29th, 1910, and duly registered in Book No. 30, page 207, Records of Mortgages for Henderson County, which mortgage deed was executed to secure a certain debt therein mentioned, which said debt or note and the said Mortgage deed were duly assigned to W. C. Jordan for value, and default having been made in the payment of said note, debt, according to the terms of said Mortgage deed, and payment having been neglected and refused after due notice and demand for payment, and the power of sale under said mortgage deed having become absolute; Now, therefore, for the purpose of satisfying said debt, interest, costs, commission and expenses of sale, I will sell at public auction, at the court House door, in Hendersonville, N. C., on May 17th, 1913, during the legal hours of sale, to the highest bidder for cash, all the following lands, described and conveyed in aforesaid Mortgage Deed, to wit: 1st tract.—Beginning on a stake in the old run of Mud Creek, Henry Jones' corner, and runs South 22 poles to a Spanish oak, Smith's corner; thence West 21 poles to a stake, his corner; thence North 38 W. 28 poles to a stake at the head of the ditch; thence North 4 & 1/2 W. 44 poles to a stake in the middle of the old Creek run; thence up the same with its meanders to the beginning,—containing 18 acres more or less.

2nd tract.—Beginning at a stake in the South bank of Mud Creek opposite the S. E. corner of the tract conveyed by Annie E. Patton to W. Watson and runs the same course as Watson and Watkins' line S. 23 W. 5 poles and 9 & 1/2 feet to a stake in the center of the old Creek run, thence following the old run as follows: S. 62 E. 5 poles, 12 W. 10 poles, thence S. 46 & 1/2 E. 7 poles, thence N. 52 & 1/2 E. 18 poles to the canal, thence with the canal N. 59 W. 21 poles and 9 & 1/2 feet to the beginning,—containing 1 acre and 50 poles.

This April 17th, 1913.
T. A. Allen, Mortgagee.
W. C. Jordan, Assignee.
O. V. F. Blythe, Att'y.

NOTICE OF MORTGAGE SALE.

Whereas, on the 13th day of August, 1908, J. D. Waldrop executed to W. A. Smith, Trustee, that mortgage recorded in Book 25 at page 209 of the records of mortgages and deeds of Trust for Henderson County to secure three notes, aggregating \$118.48; and whereas default has been made in the payment of said notes;

Now therefore by virtue of the power contained in said mortgage and for the purpose of satisfying said notes with interest, cost and expense of sale, the undersigned will on the 26th day of May, 1913, between the hours of 10 A. M. and 4 P. M., offer for sale at public outcry, at the court House door in Hendersonville, N. C., to the highest bidder for cash, all the following described land, being the land conveyed by said mortgage and known and designated as follows:

Lots 13 and 14 of the Smith, Waldrop, Holmes and Valentine Division as surveyed and platted by P. F. Patton, Beginning at a stake on W. margin of Jordan street (it being a cross street leading from Broad to Academy Street passing immediately West of the Mrs. F. A. Waldrop property) and the north margin of Academy street, said stake standing S. 4 deg. E. 473 feet from intersection of west margin of Jordan St. with south margin of Broad Street, and running thence North 4 deg. West with Jordan Street 112 feet to a stake corner of Lot No. 12; thence with lines of Lots 12 and 15, S. 81 & 1/2 deg. W. 268 feet to a stake in east margin of cross street; thence with east margin of said cross street, S. 1 deg. E. 75 feet to a stake in north margin of Academy St.; thence with Academy St. an easterly direction to the beginning;

This the 24th day of April 1913.
W. A. Smith
Trustee.

NOTICE OF MORTGAGE SALE

Whereas, on the 13th day of August, 1908, J. D. Waldrop executed to G. H. Valentine and A. L. Holmes, that mortgage recorded in book 25 at page 210 of the records of mortgages and deeds of trust for Henderson county to secure three notes, aggregating \$87.89; and whereas default has been made in payment of said notes;

Now therefore by virtue of the power contained in said mortgage and for the purpose of satisfying said notes with interest, cost and expense of sale, the undersigned will on the 26th day of May, 1913, between the hours of 10 a. m. and 4 p. m., offer for sale at public outcry, at the Court House door in Hendersonville N. C., to the highest bidder for cash, all the following described land, being the land conveyed by said mortgage and known and designated as follows: Beginning at a stake in north margin of Broad St., south west corner of M. E. Edwards lot, said stake standing South 80 & 1/2 deg. West 41 & 1/2 feet from intersection of north margin of Broad Street with west margin of Blythe Street, and runs thence with Broad Street South 80 deg. West 115 & 1/2 feet to a stake in a branch, Mrs. B. W. Carter's corner; thence with her line North 30 deg. West 22 & 1/2 feet to a stake her corner; thence North 41 deg. West 193 87-100 feet to south margin of a 40 foot (New) Street; thence with said street N. 80 deg. E. 298 & 1/2 feet to M. E. Edwards' north-west corner; thence with west line of her two lots South 10 deg. East 385 feet to the beginning; containing 1 9-16 acres more or less.

This the 24th day of April 1913.
G. H. Valentine,
A. L. Holmes,
Mortgagees.
Smith, Shipman & Justice, Att'ys.

NOTICE OF SALE OF LAND FOR PARTITION.

By virtue of the power and authority vested in me as commissioner by a decree of the Superior court in the case of S. O. Edney against Dollie Edney and J. W. Edney dated April 7th 1913, I will sell at the court House door in Hendersonville at 12 o'clock noon on May 10th 1913 at public auction to the highest bidder for cash for the purpose of partition between the parties interested, the following described piece or parcel of land lying and being in the township of Edneyville, County of Henderson and State of North Carolina and known and designated as follows, viz.:

Beginning at a poplar, Coston's and R. Edney's corner, and runs with their line S. 35 deg. E. 104 poles to a pine known as the I. R. Sawyer corner; thence with the Davis line N. 45 deg. E. (var. 5 deg.) 62 poles to an old corner now down—some oak saplings marked as a pointer; thence North with said Davis line (var. 5 deg.) 12 poles to a stake and pointers; thence S. 50

deg. W. 2 poles to Winston Edney's corner; thence with his line N. 88 & 1/2 deg. W. 28 poles to a pine Winston Edney's corner; thence 3 & 1/2 deg. W. 52 poles to a black oak now down; thence N. 37 deg. W. 49 poles to a forked maple at the branch; thence down the branch and with its meanders to the beginning.—Containing 48 acres more or less.

This 7th day of April 1913.
McD. Ray,
Commissioner.

NOTICE OF MORTGAGE SALE.

Whereas on the 17th of November, 1909, C. E. Pinner and wife Sallie B. Pinner, W. G. Hutchison and wife, Lela Hutchison, executed to The Wantaska Trust & Banking Company, a Corporation, that mortgage recorded in Book 28 at page 115 of the records of mortgages and deeds of trust for Henderson County to secure one note for \$110.50; and whereas default has been made in the payment of said notes;

Now therefore by virtue of the power contained in said mortgage and for the purpose of satisfying said notes with interest, cost and expense of sale, the undersigned will on the 10th day of May, 1913, between the hours of 10 a. m. and 4 p. m., offer for sale at public outcry, at the Court House door in Hendersonville, N. C., to the highest bidder for cash, all the following described land, being the land conveyed by said mortgage and known and designated as follows:

Beginning at a stake in Hendersonville and Fruitland Road, the corner of a tract of land conveyed by T. H. Posey to W. H. Hutchinson, and runs with the said road S. 41 deg. W. 38 poles to a stake in Whitaker's line; thence with Whitaker's line N. 15 deg. W. 58 poles to a stake; thence N. 88 deg. E. 30 poles to a stake in Hutchinson's line; thence with Hutchinson's line to the beginning, containing 10 & 1/2 acres.

Being a part of the land conveyed by T. H. Posey, et ux to C. E. Pinner and W. G. Hutchinson by deed dated the 22nd Day of October 1909.

This the 9th day of April, 1913.
First Bank & Trust Company,
Successors to Wantaska Trust & Banking Co., Mortgagee.
Smith Shipman & Justice, Att'ys.

STATE OF NORTH CAROLINA COUNTY OF HENDERSON.

In the Superior Court.
David A. Thompson, et al.
vs.

Julia Ethel Rospigliosi, and Gianbattista Prince Rospigliosi, her husband, Oliver Bronson, and Julia F. C. Bronson, his wife, Robert D. Bronson and Isabella D. Bronson, his wife, New York Life Insurance & Trust Company, as Trustee under the will of Frederic Bronson, 2nd, for the benefit of Elizabeth D. Griscom and Sarah Gracie Bronson, Elizabeth D. Griscom, Lloyd Griscom her husband, Sarah Gracie Bronson,

Issue and heirs of Elizabeth D. Griscom, if any, Francis W. Hunnewell, as Trustee under the will of Louise Hunnewell for Hollis H. Hunnewell and Charlotte Sorchau, Hollis H. Hunnewell and Belle Hunnewell, his wife, Charlotte Sorchau, and Victor Sorchau, her husband, Issue, if any, of Hollis H. Hunnewell and of Charlotte Sorchau,

Egerton L. Winthrop, Egerton L. Winthrop, Jr. and Emeline D. Winthrop, his wife, Bronson Winthrop, Charlotte T. B. Cram, (an infant of 18), Egerton L. Winthrop, Jr., Bronson Winthrop and John Sergeant Cram, General Guardian of Charlotte T. B. Cram, infant, John J. Townsend, individually, and as substituted Trustee under the will of Arthur Bronson, Sr., for the benefit of Catharine R. B. Townsend, Andrew Hamersley, Anne E. B. Smith, and Sheldon Smith, her husband, New York Life Insurance & Trust Co., as Trustee under the will of Theodore Bronson, for the benefit of Anne E. B. Smith,

Issue, if any, of Anne E. B. Smith, Mayhew W. Bronson, New York Life Insurance & Trust Company, as substituted Trustee under the will of Arthur Bronson, Jr., for the benefit of Edith M. Rucellai, New York Life Insurance & Trust Company, as Trustee under the will of Kartharine De Kay Bronson, for the benefit of Edith M. Rucellai and Cosina Rucellai, Edith M. Rucellai, and Cosina Rucellai, her husband,

Issue, if any, and appointees of Edith M. Rucellai, Emily B. Hatton, and Villiers Hatton, her husband, George Willett Van Nest, George W. Van Nest and Moses Taylor Pyne, as Trustees under the will of Margaret Van Nest, for the benefit of Rymier Van Nest, Rymier Van Nest, Appointees of Rymier Van Nest, Marimus Willett, and Catherine D. Willett, his wife, Ju-

lia C. Willett, Thomas Willett his Francis Willett, his wife, George Willett Van Nest, as substitute Trustee under deed of Isaac Bronson and Goold Hoyt, James P. Murray, and Alma P. Murray, his wife, Caroline M. Wilmerding, and Lucius K. Wilmerding, her husband, Olivia M. Cutting and W. Bayard Cutting, her husband, J. Archibald Murray and Alice R. Murray, his wife, Annie M. Yulee, and C. Wickliffe Yulee, her husband, Felicia M. Tucker and Frank Tucker, her husband, J. Archibald Murray and George W. Wickersham, as substituted Trustees under the will of Washington Murray, for the benefit of Eliza B. Latrobe,

Eliza B. Latrobe, and Osman Latrobe, her husband, Anna B. Dana and William P. W. Dana, her husband, Maria W. Livingston, Cambridge Livingston and Alice Livingston, his wife, John G. Livingston and Clara D. Livingston, his wife, Henry W. Livingston, Johnston Livingston, Jr., and Nathalie Livingston, his wife, Louis Livingston, Maud L. Bull, and Henry W. Bull her husband, Caroline L. Baker and Harold W. Baker, her husband, David Sears, Henry F. Sears, and Jean I. Sears, his wife, Gerald L. Hoyt, and Mary A. Hoyt, his wife, Angelica Morgan, Gertrude Hoyt, Winfield S. Hoyt, Percy S. Hoyt, Camilla S. Hoyt, Virginia S. Hoyt, Winfield S. Hoyt and Percy S. Hoyt, as Trustees under the will of Goold Hoyt, for the benefit of Camilla S. and Virginia S. Hoyt, Winfield S. Hoyt and Percy S. Hoyt, as Trustees under the will of Geraldine Kame, for the benefit of Camilla S. and Virginia S. Hoyt.

Henry B. Livingston, as Trustee under the will of William Redmond, for the benefit of William P. Redmond, William P. Redmond and Ida Redmond, his wife, Issue of William P. Redmond, if any, Issue of Francis Livingston, if any, Sabina R. Struthers, individually and as Trustee under the will of Sabina R. Wood, Robert Struthers, her husband, Issue of Sabina R. Struthers, if any, Mary R. Martin, individually, and as Trustee under the will of Sabina R. Wood, Issue of Mary R. Martin, if any, Harriett A. Hoskier, individually, and as Trustee under the will of Sabina R. Wood, Herman C. Hoskiers, her husband, Issue of Harriett A. Hoskier, if any, J. Walter Wood and Nathalie Wood, his wife, Henry Redmond, and Lydia Redmond, Helen C. Redmond, Richard Cross, Eleanor C. Marquand, and Allan Marquand, her husband, William Redmond Cross, individually, and as substituted Trustee under deed of Isaac Bronson and Goold Hoyt, Mary R. Cross, Emily R. Cross, Eliot Cross, John W. Cross and Lily Lee Cross, his wife, Francis Livingston, and Henry B. Livingston, her husband, Annie R. Cross, and Richard J. Cross, her husband, Geraldyn Redmond and Estelle Redmond, his wife, Elizabeth McD. Grout, Julia C. Holroyd, and George Holroyd, her husband, Annie McNaughton, Margaret McN. Thompson, and David A. Thompson, her husband, Katharine McNaughton, Olga Henderson, Dudley S. Gregory, and Lucy F. Gregory, his wife, Daniel G. Elliot, individually, and as Trustee under the will of Ann E. Elliott, Margaret H. Elliott, Appointees, of Daniel G. Elliott, if any,

Issue of Benjamin Strong and Adelle F. Strong, his wife, Elizabeth McD. Curtis, Heirs, devisees and assigns, of Isaac Bronson, Goold Hoyt and Archibald McIntyre, if any, and their heirs, devisees and assigns, if any, and all persons claiming any interest in said lands from any source whatever.

Notice to the Defendants.
The defendants in the above entitled cause will take notice that G. H. Valentine, Referee appointed by the Court in said case to ascertain the interest of all the parties in the above entitled cause in the land described in the petition in said case, has made and filed his report in which he has ascertained the interest of all the parties as set forth in said report in which he finds that 86 per cent of the proceeds of the sales of said land are payable and receivable by Willett Bronson, Superintending Agent for all the parties and that the other 14 per cent is payable to the parties as set out in said report and that a motion will be made at the Superior Court, to convene on the 12th day of May, 1913, to confirm said report;

Therefore the said defendants are notified to appear at the said court and show cause, if any, they have why said report shall not be confirmed.

This the 9th day of April, 1913.
C. M. Pace,
Clerk Superior Court of Henderson County.



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