

In volume 40, number 50, dated Dec. 16, 1932.
 In volume 40, number 51, dated Dec. 23, 1932.
 In volume 40, number 52, dated Dec. 30, 1932.
 In volume 41, number 1, dated Jan. 6, 1933.

Signed, C. N. Harris, Publisher.

Sworn to and subscribed before me, this the 7th day of January, 1933.
 (SEAL) Surie Sutherland, Chancery Clerk.
 My commission expires 1st Monday Jan., 1936.

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Dorothy Hill
 Esq/W.D. & V.L.
 Joe Kaplan

Filed for record the 9 day of January, 1933
 at 3:30 o'clock P.M. and
 Recorded the 12 day of Jan. 1933.
 Surie Sutherland, Clerk.
 Cammie Parker, D.C.

PRINCIPAL OF DEFERRED PAYMENTS \$200.00

INTEREST 6% EXEMPT.

IN CONSIDERATION of the sum of Eight Hundred (\$800.00) Dollars, cash in hand paid me by Joe Kaplan the receipt of which is hereby acknowledged, and of the further sum of Two Hundred (\$200.00) Dollars due me by the said Joe Kaplan, as is evidenced by his one promissory note of even date herewith, due and payable to me or order, as follows, viz:-

One Principal Note for \$200.00 due August 1, 1933, after date, each of said notes bearing interest after its respective date at the rate of 6% per annum, and 10 per cent attorney's fee, if placed in the hands of an attorney for collection after maturity, I, Dorothy Hill, do hereby convey and warrant unto the said Joe Kaplan forever, the following described real estate lying and being situate in City of Canton, Madison County, State of Mississippi, to-wit:-

Commencing at the Northeast corner of Lot 13 on the South side of West Peace Street; thence run West along the South margin of West Peace Street 23 feet, 7 inches, more or less, to the center of the wall of the store building formerly owned by W. J. Lutz but not owned by George W. Covington; thence South 122 feet to an alley; thence East 23 feet, 7 inches, more or less, to the East line of said Lot 13; thence North 122 feet, more or less, to the point of beginning. Also the easement running with said lot in the use of the alley running East and West along the South side of the lot herein conveyed. Lot numbers and streets are given with reference to George & Dunlap's map of the City of Canton made in 1898.

However, the grantor especially reserves to himself, her heirs and assigns, the use as a party wall of the East wall of the brick building now on the lot conveyed.

Grantor is to pay city, county and state taxes for 1932, but the grantee is to pay said taxes for the year 1933. The grantee is to have immediate possession of the property herein conveyed.

The above described notes are hereby declared by the parties hereto to be in the nature of rent notes for the years in which each matures and are secured by a lien on the agricultural crops in the nature of a landlord's lien.

Should default be made in the payment of either of said promissory notes when due, then I or my assigns can in my or assigns' option declare them all due and payable, whether so by their terms or not, and sale then can be made of said property as hereinafter provided.

To secure the payment of said notes, I and my assigns hereby retain a vendor's lien upon said property, and the said Joe Kaplan by the acceptance of this deed intends to make and acknowledge a lien upon said property in the nature of a mortgage, with power of sale in me or my assigns, and I or my assigns may enforce said lien without recourse to the courts, if there shall be default in the payment of any of said promissory notes, by a sale of said property, before the South Door of the Court House in Canton, Mississippi, at public auction, to the highest bidder, for cash, after having given three weeks' notice thereof by posting said notice at the South Door of the Court House in said County, and by publishing said notice for three consecutive weeks preceding said sale, in a newspaper published in Madison County, Mississippi, and may convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, I or my assigns, shall first pay the costs and expenses of executing said sale, and secondly pay the indebtedness secured and intended to be secured by this deed to the owners thereof; and should any balance remain I or my assigns shall pay it over to the said Joe Kaplan or his assigns. The grantor or her assigns may purchase at the foreclosure sale in case of default.

Witness my hand and seal, this the 9th day of January, 1933.

Dorothy Hill (Seal)

(\$1.00 in Revenue stamps attached hereto and cancelled)

STATE OF MISSISSIPPI
 COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said Madison County and State, Dorothy Hill who acknowledged that she signed, sealed, and delivered the foregoing instrument of writing on the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, this the 9 day of January, 1933.

H. B. Simpson, Notary Public.

(SEAL)

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