

The principal of the notes mentioned in this Deed is reduced from \$8000⁰⁰ to 6800⁰⁰ and all notes mentioned herein are satisfied in full for said \$8000⁰⁰

109.

Feb 10th 1929

Attest

W. B. Jones Clerk

By G. O. Sutherland and D.C.

TUCKER PRINTING HOUSE JACKSON MISS.

M. S. Hill

VV

To } Deed W/D & V/E

W. E. Harrelld

\$8000.00 at 6%

In Consideration of the sum of \$2000.00, Two Thousand & No/100 DOLLARS, cash in hand paid me by W. E. Harrelld the receipt of which is hereby acknowledged, and of the further sum of \$10,160.00 Ten Hundred & One Hundred and Sixty DOLLARS, due me by him as is evidenced by his eight promissory notes of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ 1480.00	Due	one year	after date.
One Note for \$ 1420.00	Due	two years	after date.
One Note for \$ 1360.00	Due	Three years	after date.
One Note for \$ 1300.00	Due	Four years	after date.
One Note for \$ 1240.00	Due	five years	after date.
One Note for \$ 1180.00	Due	six years	after date.
One Note for \$ 1120.00	Due	seven years	after date.
One Note for \$ 1060.00	Due	eight years	after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.

Each of said notes bearing interest after its respective maturity at the rate of six per cent per annum, and 15 per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity I, M.S. Hill do hereby convey and warrant unto the said W. E. Harrelld forever, the following described

City of Canton

real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning on the North margin of Peace street at the S. E. Corner of Lot 14 as laid down on the map of said City prepared by George and Dunlap and running thence West along the North margin of said street 48 feet to a stake and thence North 200 feet to a stake and thence west 44 $\frac{1}{2}$ feet to a stake and thence North 100 feet to a stake in the South line of the G. & G. Chapman lot and thence East 92 $\frac{1}{2}$ feet to a stake and thence South 300 feet more or less to Peace Street the point of beginning, but when described with reference to said map it is 48 feet off of the East side of said lot 14 and the S. E. of Lot 11 being so marked on said map South of Center Street. The said Harrelld by the acceptance of this deed agrees to keep the buildings on said property insured in the sum of \$5000.00 against loss by fire and tornado with the loss clause payable to M. S. Hill and should he fail to do so the said Hill can insure the same and the premiums paid by the said Hill shall be secured by lien on the above described property.

It is hereby agreed that the said Harrelld or his assigns may prepay any of said notes at any time and in case he should do so all unearned interest shall be deducted.

We or our, or I or my assigns may become the purchaser or purchasers at any sale made under this deed;

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 Harrelld 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 3 weeks notice of the time and place of sale, by posting a written or printed notice thereof at the Court House door in said County 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 second, 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 Harrelld or his assigns. The said Harrelld is entitled to the rents and shall pay the taxes on said property for the year 1929.

WITNESS my signature and seal, this 1st day of January, A. D. 1929.

(Seal)

M. S. Hill

(Seal)

STATE OF MISSISSIPPI,

ss.

Madison County
City of Canton
in and for said County and State, Personally appeared before me Robert H. Powell a Notary Public of Canton
M. S. Hill who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as his act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 1st day of January A. D. 1929

Robt. H. Powell

(SEAL) Notary Public