

Flora Commercial Co.,
To/ W. D. & W. E.
A. J. Whitehead.

Filed for record on the 16th day of
February 1921 at 9 o'clock A.M.
Recorded on the 17th day of Feb. 1921.

In consideration of the sum of (\$1000.00) One Thousand & No/100 Dollars cash in hand paid to the Flora Commercial Company by A. J. Whitehead, the receipt of which is hereby acknowledged, and the further sum of \$1954.17 due the Flora Commercial Company by the said A. J. Whitehead, as is evidenced by his two promissory notes of date January 17th., 1921, due and payable to the said Flora Commercial Company, as follows:

One Note for \$1009.17 due January 1st, 1922, and
One note for \$945.00 due January 1st, 1923,

each of said notes bearing interest after its respective maturity at the rate of six per cent per annum, and ten per cent attorney's fees if placed in the hands of an attorney for collection after maturity, the undersigned Flora Commercial Company, acting through its duly authorized officers, hereby convey and warrant unto the said A. J. Whitehead the following described lands, together with the improvements thereon and appurtenances thereto, lying and being situated in the town of Flora, in Madison County, Mississippi, to-wit:

Lots 21 and 22, of W. B. Jones North addition to the town of Flora, intending by the above description to convey that certain house, and lot surrounding, situated in the Town of Flora, said county, upon which W. W. Hedges, and wife resided as a homestead on September 11th, 1920, and which was purchased by W. W. Hedges from E. W. Francisco and wife, and from O. R. Fore and wife, reference being here made thereto. We intend by this description to convey the same property conveyed the Flora Commercial Co., by deed from W. W. Hedges recorded in said county in record book YYY on page 636, reference being here made thereto.

Should default be made in the payment of either of said notes as the same mature, then all of said notes may be called due at once, whether so by their terms, or not, and sale can then be made of said property as hereinafter provided.

To secure the payment of said notes the grantor herein retains a vendor's lien upon said property, and the said grantee, by acceptance of this deed, intends to make and acknowledge a lien upon same in the nature of a mortgage, with power of sale in the president or secretary of said Flora Commercial Company, and the grantor may then 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, Madison County, Mississippi, at public auction, to the highest bidder, for cash, after having given three weeks notice of the time, terms, and place of said sale, by posting a written or printed notice thereof at the south door of the court house in said city, and county, and by publishing said notice for three consecutive weeks preceding said sale in a newspaper published in Madison County, Miss., and may convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the grantor or assigns shall first pay the costs and expenses of executing said sale, and second, pay the indebtedness secured and intended to be secured ~~xxx~~ by this deed to the owners thereof, and should any balance remain said grantors or assigns, shall pay it over to the said A. J. Whitehead or his assigns or successors.

This deed is made by virtue of proper resolution passed at a meeting of the board of directors of the Flora Commercial Company, held at Flora, Miss., on the 19th day of January, 1921, copy of which resolution is spread upon the minutes of said corporation.

Witness the signature of the said Flora Commercial Company, through its duly authorized officers on this the 19th day of January 1921.

FLORA COMMERCIAL COMPANY.

(SEAL)

CORPORATE SEAL.

State of Mississippi
Madison County
Town of Flora.

Personally appeared before me, a notary public in and for said town, county and state, the within named P. F. Simpson, Secretary of the Flora Commercial Company, and J. D. Mann, president of the Flora Commercial Company, who acknowledged that they each signed and delivered the foregoing instrument of writing on the day and year therein mentioned, and for the purpose therein expressed, as the act and deed of the said Flora Commercial Company.

Given under my hand and official seal at Flora, Miss., on this the 24th day of January, 1921.

H. G. Goodloe,
Notary Public. (SEAL)

\$1.25 fee paid.

\$3.00 revenue stamp attached and cancelled.
