

John Sr.,  
J. G. Loeb,  
D. M. Perlinsky.  
To/ Deed  
M. A. Brown.

Filed for record on the 4th day of January 1922 at 3 o'clock P.M.  
Recorded on the 5th day of Jan. 1922.

PRINCIPAL OF DEFERRED PAYMENTS \$200.00      INTEREST 6%      EXEMPT

IN CONSIDERATION of the sum of One Hundred Dollars (\$100.00) cash in hand paid us by M. A. Brown, the receipt of which is hereby acknowledged, and of the further sum of Two Hundred Dollars (\$200.00) due us by said M. A. Brown, as, is evidenced by his two promissory notes of even date herewith, due and payable to us or order, as follows, viz:

One Principal Note for \$100.00 due on or before one year after date.

One principal note for \$100.00 due on or before two years 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 a lawyer for collection after maturity, we, John Wohner, Sr., D. M. Perlinsky and J. G. Loeb, do hereby convey and warrant unto the said M. A. Brown forever, the following described real estate lying and being situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

That lot of land in the City of Canton described as beginning on West margin of the I. C. R. R. Company's Right of Way, at a point 35 feet and 8 inches East of the N.E. Corner of Lot 2, which is S. E. Corner of Lot 3 in C. & Y. Addition of said City, and run thence North to the N.E. Corner of Lot 13 in said C. & Y. Addition and to the Southern Boundary of the lots upon which the wells and power house of Canton Water & Electric Light Plant is located, and thence East to the Western margin of the Right of Way of the I.C. R. R. Company, and thence in a South Westerly direction along the West margin of said Right of Way to the point of beginning; subject to uses and easement to City of Canton as described in Deed Book F.F.F. page 238, intending to convey same land deeded us by Receivers of Mississippi State Bank by deed of record in Book Y.Y.Y. page 513, et seq., lot numbers and description in reference to George & Dunlap's map of the City of Canton made in 1898.

Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our or our 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 we and our assigns hereby retain a vendor's lien upon said property, and the said grantee 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 us or our assigns and we or our 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 of the time and place of sale, by posting a written or printed notice thereof 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, we, or our assigns, shall first pay the costs and expenses of 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 we, or our assigns shall pay it over to the said grantee or his assigns. The said grantors are entitled to the rents and will pay the taxes on said property for the year 1921.

Witness our signatures and seals, this the 3rd day of January 1922.

John Wohner, Sr.	(SEAL)
J. G. Loeb.	(SEAL)
D. M. Perlinsky	(SEAL)

State of Mississippi,  
County of Madison,  
City of Canton.

Personally appeared before me the undersigned authority in and for said City, County and State, John Wohner, Sr., D. M. Perlinsky and J. G. Loeb, who acknowledged that they signed, sealed and acknowledged the foregoing instrument of writing on the day and year mentioned therein, as their act and deed.

Given under my hand and official seal, this the 3 day of January 1922.

(SEAL)

R. H. Shackleford, Notary Public.

50¢ revenue stamp attached and cancelled.

\$1.15 fee paid.

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