

Jerry Scott

To: Deed  
Allen Snodgrass

Filed for Record at 3 o'clock PM, the 24th  
day of Jan'y 1931  
Recorded the 19th day of February 1931  
Aurie Sutherland  
By D. C.

\$865.50 at 6%

In Consideration of the sum of \$49.50-- Forty-nine & 50/100-- DOLLARS,  
cash in hand paid me by Allen Snodgrass the receipt of which is  
hereby acknowledged, and of the further sum of \$874.15-- Eight Hundred & Seventy-four & 15/100 DOLLARS,  
due me by him as is evidenced by his one promissory note of even date herewith,  
due and payable to my order, as follows, viz:

One Note for \$ 874.15	Due March 24, 1931,	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.
One Note for \$	Due	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.
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, Jerry Scott do hereby convey and warrant unto the said Allen Snodgrass City of Canton, forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

A lot in said City described as: Commencing at a point 253.2 ft. south of Southeast corner of the intersection of North St., and Hickory St., on the east side of Hickory St., and run south 47 1/2 ft., along the East margin of Hickory St., thence East 85 ft., thence North 47 1/2 ft., thence west 85 ft., to the point of beginning. Also beginning at the Northwest corner of Lot No. 14 on the North side of Center St., and East side of Hickory St., and run East along the North margin of said Lot 14 and along the south margin of the Old Maggie Cage lot 27 ft., to a stake, thence south 4 ft., thence West 27 ft., to Hickory St., thence North 4 ft., to beginning.

Above lots are with reference to George & Dunlap's map of said City of 1898

It is my intention to convey the former homestead of Maggie Cage.

As additional and cumulative security the said Snodgrass has transferred and assigned to the said Jerry Scott \$874.15 of his money now in the Savings Department of the First National Bank of Canton, Miss., and it is agreed that when the said Scott collects said sum of \$874.15 from said First National Bank, then the said Scott will credit whatever amount he so collects on the note described herein and not before.

The said Snodgrass by the acceptance of this deed hereby covenants and promises to keep the buildings upon said property insured against loss by fire and tornado in a sum not less than \$800.00 of each in a company acceptable to the said Jerry Scott with the loss clause payable to the said Scott.

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 Snodgrass 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 & by publication as is required by law as in case of sales of lands under D.T., 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 Snodgrass or his assigns. The said Snodgrass is entitled to the rents and shall pay the taxes on said property for the year 1931.

WITNESS my signature and seal, this 24th day of January, A. D. 1931.

Jerry Scott (Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, Robert H. Powell, a Notary Public

in and for said County and State

JERRY Scott

who acknowledged

that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as her act and deed, and for the purpose therein expressed.

WITNESS my hand and official seal, this 24 day of January A. D. 1931.

(SEAL)

Robt. H. Powell, Notary Public