

R.B. Gibson
To } Deed W.D. & V.L.
Bossie Sims
Louise Sims

Filed for Record at 11-30 o'clock A. M., the 12th day of September 1938
Recorded the 12th day of September 1938
A.C. Alsworth
By Lucile Sims, D. C.

Prin. \$300.00 at 6%.
In Consideration of the sum of Fifty % No/100 DOLLARS, cash in hand paid me by Bossie Sims & Louise Sims, the receipt of which is hereby acknowledged, and of the further sum of Three Hundred & No/100 DOLLARS, due me by them as is evidenced by their one promissory notes of even date herewith, due and payable to my order, as follows, viz:

- One Note for \$300.00 due & payable as follows: after date \$8.00 payable on January 3rd. 1939 and \$8.00 on the 3rd. day of each month thereafter until sufficient payments of said sum have been made to repay R.B. Gibson or his assigns the principal sum of \$300.00 together with six per cent interest per annum thereon from this date, and the Interest Insurance premiums & taxes shall be paid by said Sims annually in addition to said monthly payments.
- One Note for \$ after date.
- One Note for \$ after date.
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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, R.B. Gibson do hereby convey and warrant unto the said Bossie Sims and Louise Sims, husband and wife, forever, the following described real estate, lying and being situated in Canton City of Canton, Madison County, State of Mississippi, to-wit:

Lot (7) Seven on the east side of Second Avenue in Firebaugh's First Addition to the City of Canton, Mississippi, according to a plat of said addition now on file in the Chancery Clerk's Office for Madison County, Mississippi.

The above property is no part of my homestead property.
Grantees reserve the right to prepay all or any part of this note on the 3rd. day of any month and the Grantor agrees to credit our said note at the end of every twelve months with interest credits at the rate of 6% per annum on all payments which shall be made on said note during said twelve months.

If this lien is foreclosed as hereinafter provided then, we or our or for my assigns may become the purchaser or purchasers of said property 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 Bossie Sims and Louise Sims by the acceptance of this deed intend 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 5 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 Sims or his assigns. The said Sims is entitled to the rents and shall pay the taxes on said property for the year 1938.

WITNESS my signature and seal, this 10th day of September, A. D. 1938
For value received I have on this date transferred the note described herein to Robert H. Powell, Sr., Att'y. 9/10/38. R.B. Gibson

STATE OF MISSISSIPPI, } ss. Personally appeared before me, Robert H. Powell, A. Notary Public
Madison County, } R.B. Gibson who acknowledged
in and for said County and State, 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 10 day of September A. D. 1938.
(seal) Robert H. Powell, Notary Public.