

The note described herein were paid off by me and this  
lien is now effect. A. E. Graves is dead and I represent him  
for many years and I paid off this indebtedness by making  
trust to Ray Jones Murry with myself being the holder since  
103  
1918. P. O. Box 8 and date 5/11/40

TUCKER PRINTING HOUSE JACKSON MISS.

A. E. Graves acts as a witness to this instrument filed for Record at 11:30 o'clock A.M., the 8th  
by Mary Doherty, day of Nov 1928  
To { Deed 5/11/1940 Recorded the 30 day of Nov 1928  
Robert McMurtray W. B. Jones Chancery Clerk  
By Cammie Parker D. C.

In Consideration of the sum of One DOLLARS,  
cash in hand paid me by Robert McMurtray the receipt of which is  
hereby acknowledged, and of the further sum of ---Nine Hundred & Ninety Seven 50/100 DOLLARS,  
due me by him as is evidenced by his 10 promissory notes of even date herewith,  
due and payable to my order, as follows, viz:

One Note for \$ 120.00	Due	One year	after date.
One Note for \$ 115.50	Due	Two years	after date.
One Note for \$ 111.00	Due	Three years	after date.
One Note for \$ 106.50	Due	Four years	after date.
One Note for \$ 102.00	Due	Five years	after date.
One Note for \$ 97.50	Due	Six years	after date.
One Note for \$ 93.00	Due	Seven years	after date.
One Note for \$ 88.50	Due	Eight years	after date.
One Note for \$ 84.00	Due	Nine years	after date.
One Note for \$ 79.50	Due	Ten years	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, A. E. Graves, do hereby convey and warrant unto the said Robert McMurtray forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> & NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> of Sec 3 Town 10 Range 5 East.

Should the said McMurtray fail to pay either of said notes when due, then by the description of this deed he agrees to pay as rent the sum of \$125.00 for each & every year that he may fail to pay said notes.

He has the option to prepay all of said notes, at the maturity of either & should he prepay said notes then the Interest not earned will be deducted on such pre-payments.

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 McMurtray 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 for sale of lands under deeds in trust 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 McMurtray or his assigns. The said A. E. Graves is entitled to the rents and shall pay the taxes on said property for the year 1928.

WITNESS my signature and seal, this 22nd day of October, A. D. 1928.

H. H. Br A. E. Graves (Seal)  
(Seal)

### Florida

STATE OF MISSISSIPPI  
Polk County ss.  
Town of Davenport, Madison County,

Personally appeared before me, Dorothy Brenner, A Notary Public

in and for said County and State, A. E. Graves widow who acknowledged that she 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 the fifth day of November A. D. 1928

(SEAL) Dorothy Brenner, Notary Public

Notary Public, State of Florida at Large  
My commission expires Nov. 24, 1931.