

*Cancelled & Discharged
13/11/22
Jenny Gilman Calhoun
D. C. McCool, Chancery Clerk
By, A.O.Sutherland, D.C.*

Mrs Jennie Gilman Calhoun
To/W.D. & V.L.
F. H. RAY, JR

Filed for record the 24th day of June,
1922 at 3:40 P.M.
Recorded the 24th day of June, 1922.
D. C. McCool, Chancery Clerk
By, A.O.Sutherland, D.C.

In consideration of the sum of One & No/100 cash in hand paid to me by F.H.RAY, JR., the receipt of which is hereby acknowledged, and the further sum of SIX THOUSAND & NO/100 Dollars, due me by him as is evidenced by his 1 promissory note of even date here-with due and payable to me or order, as follows, viz:-

ONE PRINCIPAL NOTE FOR \$6,000.00 DUE ON DEMAND AFTER DATE

said note bearing interest after its date at the rate of 6 per cent per annum, and 10 per cent attorney's fee, if placed in the hands of a lawyer for collection after maturity, I, Mrs. Jennie Gilman Calhoun do hereby convey and warrant unto said F. H. RAY, JR., forever, the following described real estate, lying and being situated in the County of Madison and State of Mississippi, towit:-

That certain lot, with store-house thereon, situated in the City of Canton, said county and state, described as Lot Number Twelve on the South side of Peace Street on the South side of the Public Square, said City, as described with reference to George & Dunlap's present map of said City of Canton, and being the lot and storehouse recently occupied by C.W.Dekle as a jewelry store, bounded on East by lot owned by Canton Exchange Bank and on West by lot occupied by J.R.Davis. It is agreed that the grantee is to pay the taxes for year 1922, and take possession at once, and to pay all expenses incident to this transfer.

For the above consideration I, further, transfer and assign to said F.H.Ray, Jr., all insurance which may be collected on account of the recent damage to said building by fire, whatever amount so collected to be paid to me and credited upon said \$6000.00 note above mentioned.

Should default be made in the payment of either of said promissory notes when due, then grantor or assigns can at their 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 provide the payment of said notes the grantor or assigns hereby retain a vendor's lien upon said property and the said grantee and the grantees 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 grantor or assigns, and 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 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, Mississippi, 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 by this deed to the owners thereof; and should any balance remain said grantor or assigns shall pay it over to the said grantee or his assigns. The said grantee is entitled to the rents and shall pay the taxes on said property for the year 1922, from this date.

Witness my signature and seal this 24th day of June, 1922, A.D.1922.

(\$6.00 revenue stamp attached & cancelled)

Jenny Gilman Calhoun

State of Mississippi)

County of Madison)

Personally appeared before me, a notary public for City of Canton, in and for said County and State, Mrs. Jennie Gilman Calhoun 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 24th day of June, 1922.

(SEAL) W. B. Whitney, Notary Public.

L. K. Levy,
To/Deed
D. Levy

Filed for record the 24th day of June, 1922 at 10:10 A.M.
Recorded the 24th day of June, 1922.
D.C.McCool, Chancery Clerk
By, A.O.Sutherland, D.C.

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid me by D.Levy, receipt of which is hereby acknowledged, I do hereby sell, convey and specially warrant forever, unto the said D.Levy the undivided half interest in the following described property, lying and being situated in the County of Madison, and state of Mississippi towit;

NE $\frac{1}{4}$ of NW $\frac{1}{4}$ containing 49.14 acres, and 48.28 acres off of the North end of the W $\frac{1}{4}$ of NE $\frac{1}{4}$ making 97.42 acres in all, all of said lands being in Section 2, Township 9, North, Range 4 East.

Witness my signature at Canton, this 1st day of May 1922.

(\$0.50 revenue stamp attached & cancelled)

L. K. Levy