

STATE OF MISSISSIPPI
MADISON COUNTY.

PERSONALLY appeared before me, the undersigned officer, duly commissioned and qualified to take and certify acknowledgments in and for said County and State, the within named H. B. GRAVES, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as and for his act and deed.

Given under my hand and official seal, this the 24th day of February, 1933.
(SEAL) Mrs. P. B. Shackelford, Notary Public.

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(\$17.50 in Revenue stamps attached hereto and cancelled)

Bank of Commerce & Trust Company
John S. Watson, Jr. Trustee.
To/Trustee's Deed
John H. Mulholland

Filed for record the 3 day of March,
1933 at 3:30 o'clock P.M. and
Recorded the 9 day of March, 1933.
Aurie Sutherland, Clerk,
Cammie Parker, D.C.

THIS INDENTURE, Made by and between BANK OF COMMERCE & TRUST COMPANY, Trustee, party of the first part, and JOHN H. MULHOLLAND, party of the second part, WITNESSETH: WHEREAS, on the 22nd day of May, 1926, John S. Watson, Jr., executed to Bank of Commerce & Trust Company, as Trustee, a certain trust deed conveying the real estate hereinafter described to secure an indebtedness owing The Mississippi Joint Stock Land Bank, which trust deed is recorded in Book CH, page 100, of the records of Madison County, Mississippi; and

WHEREAS, said trust deed provides that the holder of the note secured thereby may direct the Trustee to sell said real estate -

"For the satisfaction only of the matured portion of the indebtedness hereby secured, together with all costs and expenses, and subject to the continued lien of this trust deed, in which event the advertisement of sale shall so state and the purchaser shall take the property subject to the lien of this trust deed, which shall in no way be affected or impaired as security for the payment of said unmatured portion of the said indebtedness, and shall assume and agree to pay the said unmatured portion of the indebtedness herein described as a part of the consideration of the conveyance of the said lands to him"; and

WHEREAS, default was made in the payment of the installment of Five Hundred Sixty Dollars due December 1st, 1932, of the indebtedness described in and secured by said trust deed and in the payment of the 1932 taxes upon the lands described therein, and the said Land Bank directed the Trustee to advertise and sell the below described property in accordance with the provisions of said deed of trust and for the matured portion of the indebtedness only, subject to the lien to secure the payment of the unmatured portion thereof; and

WHEREAS, the party of the first part gave notice of the time, place and terms of sale according to law and the provisions of said trust deed by advertising the sale in "The Madison County Herald", a newspaper published in Canton, Madison County, Mississippi, in the issue published on January 27th and February 3rd, 10th and 17th, 1933, as shown by proof of publication of said notice attached hereto and made a part hereof, and by posting a like notice of said sale at the front door of the Court House in Canton, Madison County, Mississippi, on January 25th, 1933; and

WHEREAS, on Monday, February 20th, 1933, commencing at the hour of 11:05 A.M. at the front door of the Court House in Canton, Madison County, Mississippi, which was the time and place designated in said advertisement and notice, the party of the first part did offer for sale and sell the property hereinafter described for the matured portion of said indebtedness only, at which sale appeared the party of the second part who bid for said property as a whole, subject to the lien of the trust deed for the unmatured portion of the indebtedness secured thereby, the sum of Twelve Hundred Eight Dollars and Fifty-five Cents, which was the highest, best and last bid for said lands sold in that manner, and said party of the second part, having complied with his bid by paying the amount thereof in cash, was declared the purchaser of the lands and the same struck off to him.

This sale was made at public outcry to the highest bidder for cash and was in all respects fairly and legally begun, conducted and concluded, and was in full and strict compliance with the terms and provisions of said trust deed above mentioned and the advertisements of sale. In offering said land for sale the party of the first part first offered it in tracts of 160 acres or less and there being no bids for said lands offered in this manner it was then offered as a whole.

NOW, THEREFORE, in consideration of the premises and the sum of Twelve Hundred Eight Dollars and Fifty-five Cents paid by the party of the second part to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part, his heirs and assigns, the following described real estate situated in the County of Madison and State of Mississippi, to-wit:-

Southwest Quarter of Section 33, Township 10, Range 3 East; West Half, and West Half of Southeast Quarter of Section 4, Township 9, Range 3 East; Northeast Quarter, less 25 acres off northwest corner lying west of the public road, of Section 5; and Southeast Quarter of Section 5, Township 9, Range 3 East; containing 865 acres, more or less; being the same property conveyed to J. S. Watson, Jr. by deed of record in Book 5, page 513, of the records of Madison County, Mississippi.

This conveyance is made subject to the lien of the above described trust deed, of record in Book "CH", page 100, of the records of Madison County, Mississippi, to secure the payment of the unmatured portion of the indebtedness described therein amounting to Fourteen Thousand Seven Hundred Fifty Dollars and Fifty-five Cents and six percent interest thereon from December 1st, 1932, and the 1933 taxes on the above described land, which unmatured indebtedness the party of the second part, by the acceptance of this deed assumes and agrees to pay as a part of the consideration for the conveyance of said land to him.

WITNESS the signature and corporate seal of the party of the first part, as Trustee, on this the 20th day of February, 1933.
(SEAL)

BANK OF COMMERCE & TRUST COMPANY, Trustee,
By Thos. W. Vinton, Trust Officer.

Attest: Jas. T. Fisher.