

Walter Note for amount of 9-10-28
to Mr. Robert E. Powell
10/10/28

Canton Oil Mill Gineries Company

By, T.B. Cook, President

By, Gladys G. Cook, Secretary
 To } Deed

Charlie Johnson, Jr

Filed for Record at 10:15 o'clock A. M., the 30
 day of Oct 1928
 Recorded the 30 day of Oct 1928
 W.B. Jones Chancery Clerk.
 By A.O. Sutherland D. C.

In Consideration of the sum of Three Hundred & No/100 DOLLARS,
 cash in hand paid us by Charlie Johnson, Jr., the receipt of which is
 hereby acknowledged, and of the further sum of \$4755.11 FORTY-SEVEN HUNDRED & FIFTY-FIVE & 11/100 DOLLARS,
 due us by him as is evidenced by his eight promissory notes of even date herewith,
 due and payable to our order, as follows, viz:

One Note for \$ <u>725.00</u>	Due <u>One year</u>	after date.
One Note for \$ <u>659.28</u>	Due <u>Two years</u>	after date.
One Note for \$ <u>631.43</u>	Due <u>Three years</u>	after date.
One Note for \$ <u>603.58</u>	Due <u>Four years</u>	after date.
One Note for \$ <u>575.73</u>	Due <u>Five years</u>	after date.
One Note for \$ <u>547.88</u>	Due <u>Six years</u>	after date.
One Note for \$ <u>520.03</u>	Due <u>Seven years</u>	after date.
One Note for \$ <u>492.18</u>	Due <u>Eight years</u>	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. We do hereby convey and warrant unto the said Charlie Johnson, Jr. forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 20, T. 11, R. 3, E., NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, T. 11, R. 3, E.,
NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, T. 11, R. 3 E.,

He reserves the right to pre-pay any of said notes at any interest paying period and in case he should do so all unearned interest shall be deducted.

We as President and Secretary respectively of said Company are executing this deed in accordance with resolution of the Stock-Holders recorded on their minutes in Minute Book No. One on page 36 and in accordance with resolution of the Board of Directors of said Co., recorded on their minutes in Minute Book No. One on page 37.

We our our, Or I or my assigns may become the purchaser or purchasers at any sale made under this deed.

The NE $\frac{1}{4}$ NE $\frac{1}{4}$ sec 29 and NW $\frac{1}{4}$ NE $\frac{1}{4}$ sec 29 T. 11 R. 3 E. and James E. Henry released from this deed of trust this day 5 1935
BL Roberts

Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our 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 we and our assigns hereby retain a vendor's lien upon said property and the said Charlie Johnson, Jr. 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 us or my assigns, and we or our 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, we or our 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 we or our assigns shall pay it over to the said Charlie Johnson, Jr. his assigns. The said Canton Oil Mill Gineries Company is entitled to the rents and shall pay the taxes on said property for the year 19 28.

WITNESS our signature S and seal S, this 23rd day of October A. D. 19 28.

(SEAL) Canton Oil Mill Gineries Company (Seal)

By, T.B. Cook, President (Seal)

By, Gladys G. Cook, Secretary (Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me Robert H. Powell, Notary Public of Canton

in and for said County and State, T.B. Cook, President & Gladys G. Cook, Sec'y., of Canton Oil Mill Gineries Company as such officers of said Company that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as the act and deed of said Canton Oil Mill Gineries Company. and as the act and deed of said Canton Oil Mill Gineries Company.

WITNESS my hand and official seal, this the 23 day of October A. D. 19 28.

(SEAL)

Robt. H. Powell, Notary Public