

\$4500 has been paid on this indebtedness  
as per receipt

73

Robert H. Powell

Filed for Record at 1:40 o'clock P. M., the 12

day of Dec 1927

To: Deed

Recorded the 15 day of Dec 1927

Mrs Lela H. Erickson

W.B. Jones

Chancery Clerk.

By D. C.

In Consideration of the sum of One & No/100 DOLLARS, cash in hand paid me by Mrs Lela H. Erickson the receipt of which is hereby acknowledged, and of the further sum of \$6500.00- Sixty-five hundred & No/100 DOLLARS, due me by her as is evidenced by her one promissory note of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ 6500.00 Due August 15th, 1928 after date.  
One Note for \$ Due after date.  
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Back 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, Robert H. Powell do hereby convey and warrant unto the said Mrs Lela H. Erickson City of Canton forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

$\frac{N}{2}$  of Lot Two Block C., Oakland Addition to the City of Canton,  $\frac{N}{2}$  of  $\frac{S}{2}$  of the  $\frac{W}{2}$  of Lot 81 on South side of East Peace Street, according to the map of said City prepared by George and Dunlap, a plat of which map being on file in the Chancery Clerk's office for said County. The above property is not my homestead property. I intend and do hereby convey what was formerly my homestead property and known as Robert H. Powell's Colonial Bungalow property on Madison Street and said lot facing on said Madison Street 100 feet and running back west between parallel lines 181 feet to the property formerly owned by W.H. Powell. The said Mrs Lela H. Erickson has also transferred, set-over and assigned to the said Powell as additional security to secure the vendor's lien herein reserved one bond of Slattery Co., Inc., of Shreveport, La., No. 275, face value \$1000.00 dated Nov. 1, 1925, and another bond of \$1000.00 face value of said Slattery Co., Inc. No. 914, dated Nov. 1, 1925 and the note and D.T. securing said note of J.N. Davis for \$2000.00, said D.T. being recorded in Book 31 (lands) on page 356 in the Chancery Clerk's office of Pike County, Miss., and said \$2000.00 note being due on August 9th, 1928. Said Powell is authorized by said Erickson to sell said bonds at private or public sale but for not less than face value. The said Powell hereby agrees to credit the proceeds from said bonds and said \$2000.00 note on the \$6500.00 note described above, as soon as he collects said bonds and said note and the said Powell hereby agrees that the said Erickson may pay said note at any time and only the accrued interest shall be collected. The said Powell further agrees to have the lien now on said 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 Erickson 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 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, 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 Erickson or his assigns. The said Powell shall pay 11/12 and the said Erickson shall pay 1/12 of the taxes on said property for the year 1927.

WITNESS my signature and seal, this 6th day of December, A. D. 1927, property in favor of Covington satisfied as soon Robert H. Powell (Seal) as said \$6500.00 has been paid. The said Erickson shall Minnie C. Powell (Seal) keep the building on said property insured in favor of said Powell as it is now. WE OR OUR, OR I, OR MY, ASSIGNS MAY BECOME THE PURCHASER OR PUR-

STATE OF MISSISSIPPI, CHASERS AT ANY SALE MADE UNDER THIS DEED. ss. Personally appeared before me, the undersigned Notary Public in and for Canton in and for said County and State, Robert H. Powell & Minnie C. Powell, Husband & wife who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 12th day of December, A. D. 1927

J.S. Weatherby

(SEAL)

Notary Public

My commission expires Jan 8th, 1929