

W. B. Wiener,
To/ DEED
Robert L. Johnson &
Ida Johnson

Filed for record on the 3rd day of
July 1922 at 3 o'clock P.M.
Recorded on the 8th day of July 1922.
D. C. McCool, Clerk
By Lillian Holliday, D.C.

In consideration of the sum of Sixty cash in hand paid to me by Robert L. Johnson & Ida Johnson the receipt of which is hereby acknowledged, and the further sum of Two Hundred Sixty Five & No/100 DOLLARS, due me by them as is evidenced by their promissory notes of even date herewith, due and payable to me, or order, as follows:

- One principal note for \$40.00 due Sept. 1/22 after date.
- One principal note for \$40.00 due Dec. 1/22 after date.
- One principal note for \$40.00 due Mch. 1/23 after date.
- One principal note for \$40.00 due June 1/23 after date.
- One principal note for \$40.00 due Sept. 1/23 after date.
- One principal note for \$40.00 due Dec. 1/23 after date.
- One Principal note for \$25.00 due Mch/24 after date.

Each of said notes bearing interest after March 1st, 1922, 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, W. B. Wiener, do hereby convey and warrant unto said Robert L. and Ida Johnson, forever, the following described real-estate, lying and being situated in the County of Madison and State of Mississippi, to-wit:

That certain lot situated in the City of Canton, County of Madison and State of Mississippi, described as: Beginning at a point on the South Side of Tuteur Street 55 feet West of the intersection of Tuteur Street with Hickory Alley, run thence West 139 feet, more or less, thence South 82 feet, more or less, thence East 139 feet, more or less, thence North 82 feet, more or less, to the point of beginning.

It is my intention to convey 139 feet, more or less, off of the West end of the Lot conveyed me by R. B. Dow; and others, said deed from Dow being of record in said County in Record Book RRR, on page 175. The above described Sts are with reference to George & Dunlaps' map of the City of Canton, and the property here conveyed is a part of Lot 4 in the West side of Hickory Alley.

Should default be made in the payment of either of said promissory notes when due, the 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 or 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 purchaser 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 grantor or his assigns. The said Grantor is entitled to the rents and shall pay the taxes on said property for the year 1922.

Witness my signature and seal this 25 day of June A. D. 1922.

W. B. Wiener.

State of Mississippi
County of Madison.

Personally appeared before me Janet Lehmann, in and for said County and State, W. B. Wiener, who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein expressed, as his act and deed and for the purpose therein mentioned.

Witness my hand and official seal this the 23rd day of June 1922.

Janet Lehmann, Notary Public (SEAL)

50¢ revenue stamp attached and cancelled.
