

The E₁ NW₁ Section 33 Twp 12 Range 5 East, was redeemed by Madison County, Mississippi April 6th, 1932. The County having a deed of trust on this land was entitled to redeem same.

Aurie Sutherland, Chancery Clerk and Clerk of the Board of Supervisors Madison County, Mississippi.

For the Taxes assessed thereon for the year 1929, when W. B. Weiner became the best bidder, at the sum of \$48.74, I therefore convey said land to the said W. B. Weiner, his heirs and assigns, forever.

Given under my hand the 7 day of April, 1930.

P. R. Williamson, Tax Collector.

THE STATE OF MISSISSIPPI, MADISON COUNTY.

Personally appeared before me, the undersigned, Clerk of the Chancery Court in and for said County and State, the within named P. R. Williamson who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of said Court, hereunto affixed, this 9th day of April, 1930.

(SEAL)

Aurie Sutherland, Clerk.

✓ ✓ ✓

Jno. B. Howell
A. K. Foot
A. H. Cauthen
To/W.D. & V.L.
S. G. Pitchford

Filed for record the 1 day of May, 1933 at 3:30 o'clock P.M. and Recorded the 29 day of June, 1933.

Aurie Sutherland, Clerk.

PRIN. OF DEFERRED PAYMENTS \$147.50. INTEREST 6% EXEMPT.

IN CONSIDERATION OF THE SUM OF Eighty & 00/10, Dollars cash in hand paid us by S. G. Pitchford, the receipt of which is hereby acknowledged, and of the further sum of One Hundred Forty-seven & 50/100 Dollars due us by said S. G. Pitchford, as is evidenced by his promissory notes of even date herewith, due and payable to us or order, as follows, viz:-

One Note for \$73.75 due six months after date,

One Note for \$73.75 due Twelve Months after date, each of said notes bearing interest after its respective date at the rate of 6% per annum and 10% attorney's fees if placed in the hands of an attorney for collection after maturity, we, John B. Howell, A. K. Foot and A. H. Cauthen, do hereby convey and warrant unto the said S. G. Pitchford forever, the following described real estate to-wit:

Lots 24-25-26-27 & 28 in Block One,

in "CENTER TERRACE", a residence section lying East of and partially within the city limits of the City of Canton, in Sections 19 and 20, Township 9, Range 5, East, Madison County, Mississippi. Same being the place formerly owned by John B. Howell, A. K. Foot and A. H. Cauthen, and a plat of which was recorded in the Chancery Clerk's office at Canton, Madison County, Mississippi, on the 2nd day of November, 1921.

This deed is made by us and accepted by the vendee upon the following conditions, limitations and restrictions, to-wit:-

FIRST. Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our or our assigns' option declare them all due and payable whether so by their terms or not, and sale can then be made of said property as hereinafter provided.

SECOND. To secure the payment of said notes we or our assigns hereby retain a vendor's lien upon said property, and the said grantee 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 our assigns, and we or our assigns may enforce said lien without recourse to the courts by a sale of said property, before the South door of the Court House in Canton, Miss., at a public auction, to the highest bidder, for cash, after having given three weeks' notice of the time and place of sale, by posting a written or printed notice thereof at the South door of the Court House in said 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 as sold to the purchaser 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 secondly 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 grantee or his assigns.

THIRD. This deed is delivered and accepted upon condition that the title to the land conveyed herein shall immediately revert to the grantors in case it shall ever be sold, transferred or leased to any negro or negroes, or to any person for the use or occupancy by any negro or negroes, and upon the further condition that no building shall be erected on said land nearer the street than twenty-five feet from inside sidewalk line.

The grantors shall pay the taxes for 1921.

WITNESS our signatures and seals, this the 5th day of November, 1921.

Jno. B. Howell (SEAL)

A. K. Foot (SEAL)

A. H. Cauthen (SEAL)