

✓✓✓

TICKET PRINTING HOUSE JACKSON MISS.

A. Eldridge

Filed for Record at 4:50 o'clock A. M. the 8th day of January 1929
Recorded the 18th day of January 1929
W. B. Jones Chancery Clerk.
By A. O. Sutherland D. C.

To { Deed W.D. & V.L.
Sam Hilliard
Sallie Hilliard

\$645.28 at 6%

In Consideration of the sum of One & No/100 DOLLARS, cash in hand paid me by Sam Hilliard and Sallie Hilliard the receipt of which is hereby acknowledged, and of the further sum of Seven Hundred & Forty-two & 10/100 \$742.10 DOLLARS, due me by them as is evidenced by their four promissory notes of even date herewith, due and payable to My order, as follows, viz:

One Note for \$ 200.03	Due one year	after date.
One Note for \$ 190.36	Due two years	after date.
One Note for \$ 180.69	Due three years	after date.
One Note for \$ 171.02	Due four years	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	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. I, A. Eldridge do hereby convey and warrant unto the said Sam Hilliard and Sallie Hilliard, Husband and wife, forever, the following described real estate, lying and being situated in City of Canton Madison County, State of Mississippi, to-wit:

Beginning at a stake on the West side of South Liberty St. at the Southeast corner of what is known as the Laura Handy lot and running thence south 33 ft. more or less along the West margin of said Liberty St. to the Northeast corner of the lot owned by Oscar Harris Jr. said lot being conveyed to him by A. Eldridge on Jan. 2, 1926 as shown by deed recorded in Book 5 on page 136 in the Chancery Clerk's Office for said County, and run west along the Northern margin of said Harris lot 255 ft. more or less to a stake and then run north 33 ft. more or less to a stake and then run east 255 ft. more or less to point of beginning.

The above property is not now and has never been my homestead, N.B.

I hereby give the said Hilliards the privilege of paying any of said notes at any maturity period and in case they should do so all unearned interest shall be deducted.

The said Hilliards by the acceptance of this deed hereby agree and promise to keep the building upon the above property insured against loss by fire and tornado in a sum not less than \$500.00 of each in a company acceptable to A. Eldridge with the loss clause payable to him or his assigns.

The above property has been pointed out by me to the said Hilliards and has been staked out by us.

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

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 Sam & Sallie Hilliard 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 5 weeks' notice of the time and place of sale, by posting a written or printed notice thereof 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 Hilliards or his assigns. The said Hilliards is entitled to the rents and shall pay the taxes on said property for the year 1929.

WITNESS MY signature and seal this 8th day of January A. D. 1929
A. Eldridge (Seal)
(Seal)

STATE OF MISSISSIPPI, ss. Personally appeared before me, Robert H. Powell a Notary Public of Canton Madison County, City of Canton in and for said County and State, A. Eldridge who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as his act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 8th day of January A. D. 1929
The notes described herein have this Jan. 8, 1929 Robt. H. Powell
for a valuable consideration transferred to Mrs. A.C. (SEAL) Notary Public
Cage and she is now the owner of same.
A. Eldridge by R. H. Powell, Atty.

Satisfied by Book 11/21/35
C. H. Hilliard
17 a 9 C. H. Hilliard