

State of Mississippi
Madison County

Personally appeared before me, a Notary Public Dist. One said County and State, the within named J. C. Barnes and F. B. Barnes, who each acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned and as and for their act and deed.

Given under my hand and seal this 28th day of Sept 1923.

(SEAL)

R. E. Spivey, Jr.
Notary Public

\$1.00 revenue stamp attached and cancelled

A. H. Cauthen
To/Beed
Wedell Lewis

Filed for record the 4th day of Oct., 1923 at 3 o'clock P.M.
Recorded the 8th day of Oct., 1923.

D. C. McCool, Chancery Clerk
A. O. Sutherland, D.C.

For, and in consideration of the sum of \$300.00 cash, receipt of which is hereby acknowledged and further consideration of \$300.00 as evidenced by five promissory notes of even date herewith, each of said notes bearing interest at 6% per annum from date until paid, and 10% additional on any amount due on said notes if placed in the hands of an Attorney for collection after maturity, which is agreed as liquidated damages to cover cost of collection. Said notes being due as follows;

One note for \$60.00 due September 25, 1924,
One note for \$60.00 due September 25, 1925,
One note for \$60.00 due September 25, 1926,
One note for \$60.00 due September 25, 1927,
One note for \$60.00 due September 25, 1928.

I convey and warrant to Wedell Lewis the following described lot or parcel of land, situated in the city of Canton, County of Madison, State of Mississippi, and described as the west half of Lot No. 25 on the North side of Lutz Avenue, as shown by the map of the city of Canton prepared by George and Dunlap.

This deed is made by me and acknowledged by the Vendee upon the following conditions, limitation and restriction, towit;

Should default be made in the payment of either of said promissory notes when due, then I or my assigns can in my or my assigns opinion declare all of said notes due and payable and said sale can be made of said property as hereinafter provided.

To secure the payment of said notes I hereby retain a Vendor's lien upon said property in the nature of a mortgage, with the power of sale in my or my assign's opinion, and I or my assigns may foreclose said lien without recourse to the Court by sale of said property, before the South door of the Court House in the City of Canton, Madison County, Mississippi, at 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 publishing said notice preceding said sale for three consecutive weeks, in a newspaper published in Madison County, Mississippi, and may convey the property as sold to the purchaser thereif by the proper instrument of conveyance, and from the proceeds of said sale I or my assigns shall first, pay the cost and expense 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 I or my assigns shall pay it over to the said Grantee or her assigns.

Witness my signature this the 25th day of September, 1923.

(\$1.00 revenue stamp attached & cancelled)

A. H. Cauthen

State of Mississippi)
County of Madison
City of Canton }

Personally appeared before me Jack M. Greaves, Mayor in and for the City of Canton said County and State, A. H. CAUTHEN who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand an official seal, this the 25th day of September, 1923.

(SEAL)

Jack M. Greaves, Mayor in and for
City of Canton.
