

436 The original Note of Fred T Smith & Lyle R. Curtis  
for \$1000<sup>00</sup> payable to Mollie Gordon, dated June 14, 1922  
& due Jan 1-1923 has been exhibited to ~~the~~ marked  
viz "Paid in full Jan 2, 1923, E. A. Howell, V. P."  
this Feb 4-1923. W. B. Jones Clerk  
W. H. Dane De,

I also give, grant, and convey and guarantee to said Fred F. Smith and Lyle B. Curtiss, their heirs and assigns, the right and privilege to use, during the existence of this contract, the right-of-way from the southeast corner of the above described lands to the Canton and Kosciusko Public Road over and across that part of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 14, Township 10, Range 4, East, lying North of said Canton and Kosciusko Public Road, the same being the right-of-way purchased by me from one Spruill.

It is distinctly understood and agreed that no timber shall be cut on the lands herein described until the \$1000.00 note herein mentioned is paid in full.

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

Should default be made in the payment of said promissory note when due, then I or my heirs or assigns may, at our option, sell said property in the manner hereinafter provided.

To secure the payment of said notes, I retain a vendor's lien upon the property herein conveyed, and the said Fred T. Smith and Lyle R. Curtiss, by the acceptance of this deed, intend to make and acknowledge a lien thereon in the nature of a mortgage, with power of sale in my or my heirs or assigns, and I or my heirs or assigns may enforce said lien without court proceedings, if default is made in the payment of said note, by a sale of said property before the South Door of the Court House in Canton, Miss. at public auction, to the highest and best bidder for cash, after having given three weeks notice of the time, place and terms of sale by posting a written notice at the Court House door in said County and by publication as is required by law in cases of sales of land under deeds of trust, and may convey the property so sold to the purchaser or purchasers thereof by proper instruments of conveyance. Out of the proceeds of any such sale or sales, I, or my heirs or assigns, shall first pay the cost and expense of enforcing said lien; and, second, pay the indebtedness secured by said lien that then remains unpaid; and, third, pay the balance, if any, to said Fred T. Smith and Lyle R. Curtiss, their heirs or assigns.

The undersigned, Mollie Gordon, agrees to pay the taxes on said timber for the year 1922, but the grantees shall pay the same for subsequent years during the continuance of this contract.

Witness my hand and seal this 14th, day of June, 1922.

Mollie Gordon.

State of Indiana )  
Lake County :  
City of Gary )

Personally appeared before me, Harry P. Sharosky a Notary Public in and for the City, County and State aforesaid, Mollie Gordon, who acknowledged that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed and for the purposes therein expressed.

Witness my hand and official seal, this 29th day of June, 1922.

(SEAL) Harry P. Sharosky Notary Public.  
My Com. expires Nov 1 - 1924.

The Vendee Act herein contained is hereby satisfied & cancelled by authority of Pof 6.  
Filed this 3rd day of July and recorded in Book 37 page 320.  
J. P. Gates,  
Belle Gates,  
Mo/Deed  
Margaret Y. Clinton  
W.B. Jones, Clerk  
By H. D. Lane Jr.  
Filed for record the 10th day of July  
1922 at 2 o'clock P.M.  
Recorded the 10th day of July, 1922.  
D.C. McCool, Chancery Clerk  
A.O. Sutherland, D.C.

In consideration of the sum of One Dollar cash in hand paid to us by Margaret Y. Clinton the receipt of which is hereby acknowledged, and the further sum of SEVEN THOUSAND THREE HUNDRED & TWENTY & NO/100 DOLLARS, due us by her as is evidenced by our promissory notes of even date herewith due and payable to Belle Gates or order, viz:-

One principal note for \$1000.00 due on demand after date  
One principal note for \$2106.66 due Jan 1, 1923 after date  
One principal note for \$2106.66 due Jan 1, 1924 after date  
One principal note for \$2106.66 due Jan. 1, 1925 after date

Each of said notes bearing interest after its respective Date 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, we, T. P. Gates & Belle Gates, do hereby convey and warrant unto said Margaret Y. Clinton forever, the following described real estate, lying and being situated in the County of Madison and State of Mississippi, towit:-

25 acres off the North end of the Northwest Quarter Section Three, Township Seven, Range Two East; Lots one, two, three four and five, Block Nineteen, and Lots one, two, & three, Block Twenty and Lots one, two and three, Block Twenty one, said lots being with reference to the subdivision known as Gluckstadt Colony, as shown by plot thereof on file of record in the Chancery Clerk's office of Madison County, Mississippi, and intending to convey the same lands conveyed to us by A.E. Durfey by deed recorded in said County in Record Book Q.1.Q. on page 157, reference thereto being here made.

The above conveyance is made subject to a D/T to the Federal Land Bank of N.C., which deed of  
trust the grantee herein disclaims and promises to pay. The grantors herein transfer and assign  
to the trustee herein their 50 shares of stock in the Madison National Farm Loan Association.  
There is also a D/T on said land to the Madison County Bank for approximately \$1645.00 & grantors  
warrant that they will pay this D/T. if not, said debt maybe off set against above notes. Should  
default be made in the payment of either of said promissory notes when due, then 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,