

State of Mississippi)  
Madison County  
City of Canton ;

Personally appeared before me, Robert H. Powell, a Notary Public in and for said City of said County and State the within named Robert Horton, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal on this the 23 day of October, 1923.

(Seal) Robert H. Powell,  
Notary Public.

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First National Bank, Canton, Mississippi  
To/ Land Deed  
Alfred Muckle & Theo H. Dinkins.

Filed for record on the 26th day  
of October 1923 at 12:20 o'clock  
P.M.  
Recorded on the 26th day of Oct.  
1923.

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

In consideration of the sum of Five Hundred Dollars, cash in hand paid me by Alfred Muckle & Theo H. Dinkins the receipt of which is hereby acknowledged, and of the further sum of Four Thousand Dollars, due me by them as is evidenced by their promissory note of even date herewith, due and payable to my order, as follows, viz:

One note for \$4,000.00 due on or before one year after date. said note bearing interest from date at the rate of six per cent, per annum, and ten per cent, attorney's fee, if placed in the hands of a lawyer for collection after maturity, I The First National Bank of Canton, Mississippi, do hereby convey and warrant unto the said Alfred Muckle & Theo H. Dinkins forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, and in the City of Canton, to-wit:

Beginning at a point on the East side of South Liberty Street which point is 156 feet South of the Southeast Corner of the intersection of Liberty Street with Peace Street, and which point is 44 feet, North of the North Line of the alley way between P. C. Parker's residence lot and the present residence lot of C. I. Fletcher, which point of beginning is also at the Northwest Corner of a strip of land 10 ft., wide, North and South by 126 ft. long, East and West, heretofore conveyed by said Bank to C. I. Fletcher, by deed recorded in the Chancery Clerk's office of said County in Book No. 3 on page 157 and running from said point of beginning East along the North line of said 10 ft. lot, 126 ft., to the West line of the Whitmyer Estate property, and thence North along the West line of said Whitmyer property 75 ft. to a stake, thence West 126 ft. to the East margin of said Liberty St., and thence South along the East Margin of said Liberty St. 75 ft. to the point of beginning.

Said grantees accept this conveyance with notice that the City of Canton, Mississippi, has been granted permission to erect two poles on the south line of the lot herein conveyed, and to stretch on said poles the wires necessary for the transmission of the Electric current for Public and domestic lights, but this permission to the City of Canton has been made with the reservation that the said Bank or its Grantees may have same removed on giving the notice in writing as shown in said permit. Said permit or lease is recorded in said office in Book B.U. on page 502. This deed is executed and delivered on the part of said Bank by C. S. Priestley, its President and C. K. Wohner its Cashier who are empowered by the Board of Directors of said Bank by Resolution duly passed and entered on its Minutes at a Regular Meeting held October 2nd., 1923.

We, or our, 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 said promissory note 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 note I and my assigns hereby retain a vendor's lien upon said property and the said Alfred Muckle and Theo H. Dinkins, by the acceptance of this deed intend 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 said promissory note 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 3 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 & by publication as is required for sales of land under deeds in trust 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 Alfred Muckle and Theo H. Dinkins, or their assigns. The said Grantor is entitled to the rents and shall pay the taxes on said property for the year 1923.

Witness my signature and seal impressed hereon this 2nd. day of October A.D. 1923.

FIRST NATIONAL BANK OF CANTON MISS.  
By C. S. Priestley, President (SEAL)  
By C. K. Wohner, Cashier (SEAL)

(SEAL)