

John B. Howell,  
 A. K. Foot,  
 A. H. Cauthen  
 To. W. D. & V. L.  
 O. B. Noble

Filed for record on the 10th day of November 1921 at 9 o'clock A.M.

Recorded on the 10th day of Nov. 1921.

**WARRANTY DEED WITH VENDOR'S LIEN.**

PRINCIPAL DEFERRED PAYMENTS \$132.00

INTEREST 6% EXEMPT.

In consideration of the sum of Sixty Six & 00/100 Dollars, cash in hand paid us by O. B. Noble the receipt of which is hereby acknowledged, and of the further sum of One Hundred Thirty Two & 00/100 Dollars due us by said O. B. Noble as is evidenced by his two promissory notes of even date herewith, due and payable to us or order, as follows, viz:

One Note for \$66.00 due Six Months after date.

One Note for \$66.00 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 O. B. Noble forever, the following described real estate, to-wit:

Lots 1-2-3-4-5-& 6 in Block Three.

In "CENTRAL TERRACE" a residence section lying East of and partially within the city limits of the City of Canton, in Section 19 and 20, Township 9, Range 3 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 express 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, but 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 of any negro or negroes, and upon the further condition that no building shall be erected on said land nearer to 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  
A. K. Foot  
A. H. Cauthen

(SEAL)  
(SEAL)  
(SEAL)

State of Mississippi  
County of Madison  
City of Canton

Personally appeared before me, the undersigned authority in and for said County and State, John B. Howell, A. K. Foot and A. H. Cauthen, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year mentioned therein as their act and deed for the purpose therein mentioned.

Witness my hand and official seal, this the 7th day of November 1921.

C. C. Cauthen Mayor of the  
City of Canton.

50¢ revenue stamp attached and cancelled.

\$1.10 fee paid.

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