

Peter Garrett &  
Oneeta Garrett  
To Deed  
Horace Whitehead  
Iugene Whitehead

Filed for Record at 3 o'clock P.M., the 17  
day of Sept 1927  
Recorded the 23 day of Sept 1927  
W.B. Jones Chancery Clerk.  
By H.D. Lane D.C.

In Consideration of the sum of Thirty DOLLARS,  
cash in hand paid us by Horace & Iugene Whitehead the receipt of which is  
hereby acknowledged, and of the further sum of Ninety five DOLLARS,  
due us by them as is evidenced by 5 promissory notes of even date herewith,  
due and payable to our order, as follows, viz:

One Note for \$ 20.00	Due One month	after date.
One Note for \$ 20.00	Due Two months	after date.
One Note for \$ 20.00	Due Three Months	after date.
One Note for \$ 20.00	Due Four Months	after date.
One Note for \$ 15.00	Due Five months	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 6 per cent per annum, and 15 per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity. We, Peter & Oneeta hereby convey and warrant unto the said Horace & Iugene Whitehead forever, the following described real estate, lying and being situated in City of Canton, Madison County, State of Mississippi, to-wit:

A lot of land in the City of Canton described as 42 ft. off the east side of Lot No. 11 Block A. of Millers Sub-division, intending to convey a lot 42 ft. East and west by 34.8 ft. north and south off of the lot conveyed to us by N.H. Robinson and recorded in Book One page 251.

(The notes described above have been paid to us as attorneys for Peter & Oneeta Garrett and we in turn have paid the money over to the said Garretts and the lien securing said notes is hereby released.

Witness our signatures this the 17th, day of Sept. 1927.

W.H. & Robt H. Powell  
Attorneys for Peter & Oneeta Garrett who instructed us to release the above lien by making this notation.)

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

Should default be made in the payment of either of said promissory notes when due, then we or my assigns can in our 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 we and my assigns hereby retain a vendor's lien upon said property and the said Whitehead 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 my assigns, and we 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 3 Weeks' notice of the time and place of sale, by posting a written or printed notice thereof & by publication as is required for sale of land under deed in Trust 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, we 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 we or my assigns shall pay it over to the said Whiteheads their assigns. The said Whiteheads are entitled to the rents and shall pay the taxes on said property for the year 1927.

WITNESS our signature S and seals, this 11 day of June, A.D. 1927.

Oneeta Garrett (Seal)

Attest Peter his x mark Garrett (Seal)  
R.H. Powell

STATE OF MISSISSIPPI,

Madison County, ss. Personally appeared before me, Robt H. Powell, a Notary Public in and for said County and State, Peter Garrett & Oneeta Garrett who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as the instrument and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 13 day of June, A.D. 1927.

Robt H. Powell

Notary Public

(SEAL)