

M. S. HILL

Alma N. HILL, wife

To { Deed W.D. & V.L.

CLOVIS C. LUTZ

Filed for Record at 10 o'clock 10 M. the 22

day of Sept 1926

Recorded the 2nd day of Oct 1926.

W. B. Jones Chancery Clerk.

By H. D. Lane D. C.

In Consideration of the sum of \$100.00, One Hundred & No/100 DOLLARS, cash in hand paid us by Clovis C. Lutz the receipt of which is hereby acknowledged, and of the further sum of \$900.00 Nine Hundred & No/100 DOLLARS, due us by him as is evidenced by his promissory notes of even date herewith, due and payable to our order, as follows, viz:

One Note for \$ 900.00	Due December 21, 1926	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
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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 six per cent. per annum, and ten per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity we do hereby convey and warrant unto the said Clovis C. Lutz forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning at the Southeast corner of the intersection of Center St., with Ewing's Lane, on the South side of said Street, and East side of said lane, and run thence East, along the south margin, of Center St., 100 feet, more or less, to the Western Boundary, of Mrs C.I. Fletcher's lot, and thence south with her western boundary 178 feet to a stake, and thence west 100 feet, more less, to Ewing's lane and thence North along the Eastern margin of said Lane, 178 feet, to the point of beginning.

The Grantee by the acceptance of this deed hereby agrees and promises to assume and pay the Curb & Gutter and the Paving Assessments made by the City of Canton, Miss., against the above described property, provided said City can legally collect said assessments.

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 either of said promissory notes when due, then we or our 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 our assigns hereby retain a vendor's lien upon said property and the said Clovis C. Lutz 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, and we or our 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 5 weeks notice of the time and place of sale, by posting a written or printed notice thereof by publication as is required by law as in case of sales of lands under D.T., 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 our 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 our assigns shall pay it over to the said Lutz or his assigns. The said Hills shall pay 3/4 of the said Lutz shall pay 1/4 of is entitled to the rents and shall pay the taxes on said property for the year 1926 & said Lutz shall receive immediate possession of said property.

WITNESS our signature and seals, this 21st day of September, A. D. 1926.

M. S. HILL (Seal)

ALMA N. HILL (Seal)

STATE OF MISSISSIPPI,

Madison County,
City of Canton

Personally appeared before me, Robert H. Powell, a Notary Public of Canton in and for said County and State, M. S. HILL and ALMA N. HILL, Husband & wife, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as the fact and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 21 day of September, A. D. 1926.

Robert H. Powell,

(SEAL)

Notary Public.

Note herein has been paid and cancelled - this 20th day of Oct 1926.
 Attest: W. B. Jones Clerk
 W. B. Jones