

STATE OF LOUISIANA:

Parish of Orleans:

City of New Orleans.

Before me, the undersigned Authority, duly commissioned and qualified to take and certify Acknowledgements in and for said City, Parish, and State, personally appeared the within named R. E. Spivey, Jr., Trustee, who acknowledged that he signed and delivered the foregoing Instrument on the day and year therein written and as and for his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, the 11th day of December, 1933.
(SEAL) Harold Moses, Notary Public.

EXHIBIT "A"

NOTICE OF TRUSTEE'S SALE.

Notice is hereby given that by virtue of the rights, powers and privileges vested in me by that certain deed of trust executed by Clarence Moore, Mamie Moore and Austin Moore and of record in Book D.E. at page 2 in the Chancery Clerk's office of Madison County, Mississippi, the indebtedness secured thereby being past due and unpaid, and I having been requested by the owner and legal holder thereof to enforce the payment of said indebtedness by a sale of the property described in said deed of trust, I,

R. E. SPIVEY, Jr., Trustee,

Will, on Monday, November 27th, 1933, within legal hours at the South door of the Court House in Canton, Madison County, Mississippi, offer for sale and seal at public auction, to the highest bidder for cash, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:-

The lot and House situated thereon on the Southwest Corner of Cowan and ^Uto Streets, in the City of Canton, said County and State; said Lot being on West side of Cowan Street and on South side of Otto Street, and being the House and Lot inherited by Clarence Moore, Mamie Moore and Austin Moore from Angie Carter.

WITNESS MY SIGNATURE, this 31st day of October, 1933.

R. E. Spivey, Jr. Trustee.

Publication fee is \$12.50
C.N.Harris

V V V

R. M. Stribling
To/S.W.D. & V.L.
W. H. Collier

Filed for record the 11 day of January, 1934
at 9:30 o'clock A.M. and
Recorded the 11 day of Jan. 1934.
Aurie Sutherland, Clerk.

Kathryn Garrett, D.C.

IN CONSIDERATION OF THREE HUNDRED DOLLARS (\$300.00) cash heretofore paid to me, the receipt of which is hereby acknowledged, and the further consideration of One Thousand and Eighty Dollars (\$1080.00), which with interest thereon accruing, is to be paid as follows and evidenced by five promissory notes of even date herewith interest at six per cent. after maturity and Attorney's fees as provided in the face of said notes, as follows:

One Note for \$344.80 due November the 15th, 1934;
One note for \$248.00 due November the 15th, 1935;
One Note for \$236.00 due November the 15th, 1936;
One Note for \$224.00 due November the 15th, 1937;
One Note for \$212.00 due November the 15th, 1938;

I, R. M. Stribling, hereby convey and warrant specially my unexpired lease-hold in and to the following described lands to W. H. Collier, situated in Madison County, Mississippi, namely:

A tract of land in Section 16, Township 9, Range 3, East, described as:- Beginning at a point on the East Side of the Canton and Sharon Road, 46.02 chains along said road from the railroad right of way of the Pearl River Valley Lumber Company at this point a field leads off in an easterly direction running thence South 46 degrees 15 minutes East 26.64 chains, thence South 47 degrees West 13.23 chains, thence North 46 degrees 15 minutes West to the said Gravel road, thence North 45 degrees 35 minutes East along said road 13.25 chains to the point of beginning, containing 35 acres. Intending to convey and I do convey the same land which was conveyed by R. M. Stribling to L. C. Chamblee recorded in Book 4, page 120 of the Land Deed Records of said County, whether properly or specifically described herein or not.

It is distinctly understood that a Vendor's Lien is reserved on said land for the payment of said notes described above, together with all interest and Attorney's fees due thereon, and it is further understood that for failure to pay any of said notes, that the holder of said notes may call all of said indebtedness due and payable and foreclose the Vendor's Lien reserved herein.

It is distinctly understood that the Grantee herein shall pay the taxes for the year 1933 on said property and every year thereafter during the continuance of this Vendor's Lien, and a failure to pay the taxes as the same fall due will give the holder of said indebtedness the right to call all of said indebtedness due and foreclose this Vendor's Lien.

It is further distinctly understood that the said Grantee herein shall keep the house on said premises insured in some insurance company acceptable to the Grantor herein in a sum not less than \$800.00, and have a standard mortgage clause attached, payable to R. M. Stribling, grantor, or whoever may be the owner of said indebtedness.

It is further understood that a vendor's Lien is reserved on said property to secure the payment of said indebtedness, and the Grantor herein or his assigns, or the owners of said indebtedness, whoever that may be, shall have a right to foreclose the Vendor's Lien reserved herein by advertising said property for sale as provided by Section 2167 of the Mississippi Code of 1930, and at said sale the owner of said indebtedness shall have the right to purchase said property, provided he is the highest and best bidder at said sale, and may execute a Deed of the purchaser or purchasers at said sale.

This is not my homeestead.

Witness my signature this the 9th day of January, 1934.

R. M. Stribling.

(\$1.50 in Revenue stamps attached hereto and cancelled)