

The notes described herein were paid to me as atty. for Thelma Bell and I gave to Thelma Bell the checks to cover said notes and an attorney for Thelma Bell hereby testifies the vendors lien from 1919-1948 as \$1000.00 plus interest.

Robert Howard

Filed for Record at 9:30 AM, Aug 25/37

Virginia Howard.

day of August 1937

To Deed U.C. & V.L.

Recorded the 25 day of August 1937

A.C. Alsworth

Chancery Clerk.

Thelma Bell

By Lucile Sims

D. C.

In Consideration of the sum of One Hundred and Fifty and No/100 DOLLARS, cash in hand paid us by Thelma Bell the receipt of which is hereby acknowledged, and of the further sum of Four Hundred and Fifty and No/100 DOLLARS, due us by her as is evidenced by her three promissory notes of even date herewith, due and payable to our order, as follows, viz:

One Note for \$ 150.00	Due	October 1, 1938	after date.
One Note for \$ 150.00	Due	October 1, 1939	after date.
One Note for \$ 150.00	Due	October 1, 1940	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.
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 six per cent per annum, and fifteen per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity we, Robert Howard and Virginia Howard, husband and wife, do hereby convey and warrant unto the said Thelma Bell City of Canton forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Commencing at the Southeast corner of Lot No. 12 on the west side of Walnut street and running thence west 112 feet to a stake, and thence South 96 feet to a stake, and thence east 112 feet to a stake, thence north 96 feet on the west margin of Walnut street to the point of beginning. Same being Lot No. 14 according to the map of George and Dunlap of the City of Canton, Mississippi.

The grantee by the acceptance of this deed covenants and promises to keep the building upon said property insured against loss by fire and tornado in a sum of not less than \$400.00 of each in a company acceptable to said grantors with the loss clause payable to said grantors.

If this lien is foreclosed as hereinafter provided then, we or our, or I or my assigns may become the purchaser or purchasers of said property, 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 Thelma Bell 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 / 30ths notice of the time and place of sale, by posting a written or printed notice thereof 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 Thelma Bell or my assigns. The said Thelma Bell is entitled to the rents and shall pay the taxes on said property for the year 1937.

WITNESS our signature and seal, this 11th day of August, A. D. 1937.

Robert Howard (Seal)

Virginia Howard (Seal)

Illinois
STATE OF MISSISSIPPI
Champaign
Madison County,

ss. Personally appeared before me, A. Notary Public

in and for said County and State, Robert Howard and Virginia Howard, husband and wife who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 11th day of August, A. D. 1937

Clarence U. Wiley, Notary Public

(seal).