

McGinnis

Tom Gibson  
Deed of Cancellation 1/13-1926.Vendor's Name hereinafter called  
Vendor's Lien hereinafter called

Tom Gibson \_\_\_\_\_  
 To Ed W.D & V.L. \_\_\_\_\_  
 Ed Singleton \_\_\_\_\_

Filed for Record at 8.25 o'clock A.M., the 22  
 day of Nov 1926.  
 Recorded the 22nd day of Nov 1926.  
 W.B. Jones Chancery Clerk.  
 By D.C.

\$80.00 at 6%

In Consideration of the sum of \$15.00, Fifteen & No/100 DOLLARS,  
 cash in hand paid me by Ed Singleton the receipt of which is  
 hereby acknowledged, and of the further sum of \$84.40, Eighty-four & 40/100 DOLLARS,  
 due me by him as is evidenced by his promissory notes of even date herewith,  
 due and payable to my order, as follows, viz:

One Note for \$ 84.40	Due December 20, 1926	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.
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 15 per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity I, Tom Gibson do hereby convey and warrant unto the said Ed Singleton forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

The North One acre of 2 acres in E½ SW¼ SE¼ Sec. 14, T.9, R.2, East, being the same land conveyed to me by Odie Long by deed dated July 29th., 1925 and said deed being recorded in Book No. 3 on page 609 in the Chancery Clerk's office for Madison County, Mississippi.

We or our, or if 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 I or my assigns can in my 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 I and my assigns hereby retain a vendor's lien upon said property and the said Ed Singleton 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 me or my assigns, and I 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 & 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, I 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 I or my assigns shall pay it over to the said Ed Singleton or his assigns. The said Ed Singleton is entitled to the rents and shall pay the taxes on said property for the year 1926.

WITNESS my signature and seal, this 20th day of January A.D. 1926.

Tom Gibson

(Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County,  
City of Canton  
in and for said County and State,

ss. Personally appeared before me, Robert H. Powell, Notary Public of said City.

Tom Gibson

who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as his act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 20th day of January A.D. 1926.

Robert H. Powell

Notary Public.

(SEAL)