

Grantor by the Purchaser, in cash, the receipt whereof is hereby acknowledged, and in further consideration of the agreement of the Purchaser to pay the Grantor the further and additional sum of One Hundred and Twenty Thousand Dollars (\$120,000.00), as is evidenced by those seven (7) certain promissory notes bearing even date herewith, executed by the Purchaser; payable to the Grantor, or Bearer, as follows, to-wit:

One note for Twelve Thousand Dollars (\$12,000.00)
payable on the 1st day of January, 1923,

One note for Eighteen Thousand Dollars (\$18,000.00)
payable on the 1st day of January, 1924.

One note for Eighteen Thousand Dollars (\$18,000.00)
payable on the 1st day of January, 1925,

One note for Eighteen Thousand Dollars (\$18,000.00)
payable on the 1st day of January, 1926,

One note for Eighteen Thousand Dollars (\$18,000.00)
payable on the 1st day of January, 1927,

One note for Eighteen Thousand Dollars (\$18,000.00)
payable on the 1st day of January, 1928,

One note for Eighteen Thousand Dollars (\$18,000.00)
payable on the 1st day of January, 1929,

all of said notes bearing interest at the rate of six per cent, (6%) per annum from August 31st, 1922, until paid, interest thereon accruing up to the 1st day of January, 1923, being payable on that date, and interest thereafter accruing being payable semi-annually after the 1st day of January, 1923, all of said notes providing for the payment of ten per cent, (10%) attorney's fees in the event they shall be placed in the hands of an attorney for collection, and being negotiable and payable at the First National Bank in the City of Vicksburg, in the State of Mississippi,

It is distinctly understood and agreed that taxes for the year 1922 on the property hereby conveyed, and premiums on policies of insurance in force on August 31st, 1922, covering any part of the property hereby conveyed, shall be apportioned between the Grantor and the Purchaser as of August 31st, 1922, that is to say, such portion of such taxes as shall have accrued, and of such insurance premiums as shall have been earned, up to the 31st day of August, 1922, shall be borne and paid by the Grantor, and such portion of such taxes as shall accrue, and of such insurance premiums as shall be earned, after August 31st, 1922, shall be paid by the Purchaser.

It is distinctly understood and agreed that a vendor's lien to have the full force and effect of a mortgage, for the purpose of securing the prompt and punctual payment of all of the promissory notes aforesaid, as they shall respectively mature, and of all the interest thereon accruing, as such interest shall become due and payable, is hereby expressly reserved and retained by the Grantor on all of the property hereby conveyed, and that a similar vendor's lien, for the purpose aforesaid, will likewise be reserved and retained by the Grantor in all the other deeds hereinbefore referred to, on the property thereby respectively conveyed, but the vendor's lien herein retained shall not be held to in any wise limit, impair or postpone the vendor's lien retained in any of such other deeds.

It is further understood and agreed that the said notes, and interest to accrue thereon, as aforesaid, shall be further secured by a deed of trust bearing even date herewith, executed by the Purchaser, conveying to M. D. Landau, of Vicksburg, Mississippi, as Trustee, all of the property hereby conveyed, and all of the property described in, and conveyed by, the other deeds hereinbefore referred to, but the said deed of trust shall not in any manner nor to any extent, be held to waive, limit or impair the vendor's lien hereby reserved and herein retained, nor the vendor's lien to be reserved and retained in any of the other deeds hereinbefore referred to, but said deed of trust shall be executed, delivered and accepted as cumulative and additional security.

In the event default shall be made in the payment of any one of the promissory notes hereinbefore described, at the maturity thereof, or in the payment of any part of the interest thereon accruing, as such interest shall become due and payable, the Grantor reserves the right, at its option to, and the Purchaser by accepting this instrument agrees that the Grantor may, declare immediately due and payable such of the promissory notes hereinbefore referred to as shall not at that time have become due and payable by the terms hereof.

IN TESTIMONY WHEREOF the Grantor has caused this instrument to be executed and delivered, and its corporate seal to be hereto affixed by L. F. Jackson its Vice-President, thereunto lawfully authorized by the Stockholders of the Grantor, on this the 14th day of August, 1922.

(SEAL)

HEATHMAN MANUFACTURING CO., INC.
By--- L. F. Jackson
Vice-President.

STATE OF NEW YORK,)
COUNTY OF NEW YORK.)

PERSONALLY appeared before me, the undersigned, a Notary Public in and for County of New York, in the State of New York, L. F. Jackson, who acknowledged that as Vice-