

TUCKER PRINTING MONROE JACKSON MISS.

Frank Hill To Deed Mary Marshall and Fred Marshall. Principal \$977.30	Filed for Record at 2:05 o'clock P.M., the 6. day of April 1926 Recorded the 7th day of MAY 1926 W.B. Jones Chancery Clerk By D.C.
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In Consideration of the sum of Ten & No/100 DOLLARS cash in hand paid me by Mary Marshall & Fred Marshall the receipt of which is hereby acknowledged, and of the further sum of Eleven Hundred, Fifty-Three & 25/100 DOLLARS due me by them as is evidenced by their promissory notes of even date herewith due and payable to my order, as follows, viz:

One Note for \$ 254.09	Due One Year	after date.
One Note for \$ 242.37	Due Two years	after date.
One Note for \$ 230.65	Due Three years	after date.
One Note for \$ 218.93	Due Four years,	after date.
One Note for \$ 207.21	Due Five years	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 Ten per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity I, Frank Hill do hereby convey and warrant unto the said Mary Marshall and Fred Marshall forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lots, 32 and 34, on the West side of First Avenue and Lots 31 and 33, on the East side of Second Avenue, all being in Firebaugh's First Addition to the City of Canton, Mississippi, and described with reference to a plat of said addition, said plat being on file in the Chancery Clerk's office for Madison County, Miss.;

We hereby agree to keep the houses on said lots insured against loss by fire and tornado in a sum not less than \$500.00 of each in a company acceptable to the said Frank Hill and with the loss clause payable to said Hill:

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 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 Mary Marshall and Fred Marshall 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 notice of the time and place of sale, by posting a written or printed notice thereof and 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 Mary Marshall and Fred Marshall, his assigns. The said Mary Marshall and Fred Marshall, is entitled to the rents and shall pay the taxes on said property for the year 1926.

WITNESS my signature and seal, this 18th day of March, A.D. 1926.

Frank Hill (Seal)  
(Seal)

STATE OF MISSISSIPPI,

ss.

City of Canton, Personally appeared before me, Robert H. Powell, a Notary Public, in and for the said County and State, said City of said County and State, the within named FRANK HILL 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 6th day of April A.D. 1926.

(SEAL) Robt. H. Powell, Notary Public