

THIS DEED BROUGHT FROM PAGE 513

Beginning at the Northwest Corner of the present residence and garage lot of T. W. Maxwell and at the Northeast corner of the present residence lot of Grantors, on the South side of Academy Street, which point is about 190 feet East of Union Street and 210 feet West of Liberty Street, thence run South on the dividing line between the Martz and Maxwell lots 100 feet; thence run West parallel with Academy Street 50 feet; thence run North 100 feet to South side of Academy Street; thence run East 50 feet to point of beginning, being part of sale lot acquired by deed May 4th, 1899, recorded deed book GGG page 638.

It is understood and by the acceptance of this deed, grantee assumes to pay all unpaid indebtedness to the city on account of paving curb and gutter improvements on Academy Street North of said lot. It is further understood and agreed that Grantors herein are to pay all city and state taxes on said property for the year 1926.

Witness our signatures on this October 8th, 1926.

Mary L. Martz  
Lillian Martz Hingst  
C. S. Martz

Personally appeared before the undersigned Notary Public Mrs Mary L. Martz, Charles Sidney Martz and Lillian Martz Hingst, who acknowledge that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

(SEAL) J. S. Weatherby, Notary Public.  
My commission expires Jan 5th 1929

David Levy  
L. K. Levy  
To/Spl War Deed  
O. R. Stewart

Filed for record the 15th day of Oct., 1926 at 10 o'clock A.M.  
Recorded the 15th day of Oct., 1926.

W. B. Jones, Chancery Clerk  
A. O. Sutherland, D.C.

Principal of Deferred Payments \$720.00 Int. 6% Exempt.

In consideration of the sum of One (\$1.00) Dollars, cash in hand paid us by O. R. Stewart, the receipt of which is hereby acknowledged, and of the further sum of Nine Hundred Twenty-Six & 20/100 (\$926.20) Dollars due us by said O.R. Stewart, as is evidenced by his six promissory notes of even date herewith, due and payable to us or order, as follows, viz:-

One Principal & Interest note for \$103.20 due one year after date  
One Principal & Interest note for \$ 99.60 due two years after date  
One Principal & interest note for \$ 96.00 due three years after date  
One Principal & Interest note for \$ 92.40 due four years after date  
One Principal & Interest note for \$ 89.80 due five years after date  
One Principal & Interest note for \$445.20 due six years after date

each of said notes bearing interest after its respective maturity at the rate of 6% per annum, and 10 per cent attorney's fee, if placed in the hands of a lawyer for collection after maturity, we, David Levy and L. K. Levy, do hereby convey and warrant specially unto the said O.R. Stewart, forever, the following described real estate lying and being situated in Madison County, State of Mississippi, towit:-

NE $\frac{1}{4}$  NW $\frac{1}{4}$  LESS 30 ACRES OFF THE WEST SIDE, SECTION 2, TOWNSHIP 9, RANGE 4, EAST; AND  
48.28 ACRES OFF THE NORTH END OF W $\frac{1}{2}$  NE $\frac{1}{4}$  LESS 20 ACRES OFF EAST SIDE, SECTION 2, TOWNSHIP 9, RANGE 4 EAST.

Should default be made in the payment of either of said promissory notes when due, then we or our 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 our assigns hereby retain a vendor's lien upon said property, and the said O.R. Stewart 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 our assigns, and we or our 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 three weeks' notice thereof by posting said notice at the South Door of the Court House in said County, and by publishing said notice for three consecutive weeks preceding said sale in a newspaper published in Madison County, Mississippi, 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 our assigns, shall first pay the costs and expenses of executing said sale, and secondly pay the indebtedness secured and intended to be secured by this deed to the owners thereof; and should any balance remain we or our assigns shall pay it over to the said O.R. Stewart or his assigns. The grantor or his assigns may purchase at the foreclosure sale, in case of default.

The said grantors are entitled to the rents and shall pay the taxes on said property for the year 1926.

Witness our signatures and seal, this the 4th day of October, 1926.

L. K. Levy (SEAL)  
D. Levy (SEAL)

State of Mississippi  
County of Madison

Personally appeared before me, the undersigned authority in and for said County and State, L.K. Levy, 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.

Given under my hand and official seal, this the 15 day of October, 1926.

W.B.Jones, Chancery Clerk  
A. O. Sutherland, D.C.

(SEAL)