

J. C. Cowan, & Katie C. Ford

Filed for Record at 2:20 o'clock P.M., the 5

day of April 1926

Recorded the 27 day of April 1926

W. B. Jones, Chancery Clerk

By H. D. Lane D.C.

In Consideration of the sum of One Hundred & No/100 \$100.00 DOLLARS, cash in hand paid us by Freeman Johnson the receipt of which is hereby acknowledged, and of the further sum of \$305.00, Three Hundred & Five & No/100 DOLLARS, due us by him as is evidenced by his promissory notes of even date herewith, due and payable to our order, as follows, viz:

One Note for \$ 55.00	Due July 1st, 1926	after date.
One Note for \$ 50.00	Due October 1st, 1926	after date.
One Note for \$ 50.00	Due January 1st, 1927	after date.
One Note for \$ 50.00	Due April 1st, 1927	after date.
One Note for \$ 50.00	Due July 1st, 1927	after date.
One Note for \$ 50.00	Due October 1st, 1927	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 we do hereby convey and warrant unto the said Freeman Johnson forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lots 20 and 22 on the West side of Walnut Street and Lot 20 on the East side of Cowan Street, when described with reference to the map of the City of Canton, Miss., made by George and Dunlap, a plat of which map being on file in the Chancery Clerk's office in said County.

We or our, or I, or my assigns may become the Purchaser or Purchasers at any sale made under this deed.

State of Tennessee)

County of Shelby, or my assigns may become the Purchaser or Purchasers at any sale

and Personally appeared before me, John D. Nowlin, a Notary Public in and for said City, or said County and State, the within named, Katie C. Ford, 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 22 day of March, 1926.

(SEAL) John D. Nowlin, Notary Public.
My commission expires Sep. 15-1928.

Should default be made in the payment of either of said promissory notes when due, then us 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 our assigns hereby retain a vendor's lien upon said property and the said Freeman Johnson 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 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, 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 Johnson or his assigns. The said Johnson is entitled to the rents and shall pay the taxes on said property for the year 1926.

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

J. C. Cowan, (Seal)

Katie C. Ford (Seal)

(\$0.50 revenue stamp attached & cancelled)

STATE OF MISSISSIPPI,

Madison County, ss.

Personally appeared before me, Robert H. Powell, a Notary Public, in and for said County and State the within named, J. C. COWAN 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 18th day of March A.D. 1926.

(SEAL) Robt. H. Powell, Notary Public