

Robert H. Powell

To ~~Exed~~ W.D. & V.L.  
T. E. BowmanFiled for Record at 10:15 o'clock A. M., the 11  
day of March 1927  
Recorded the 17 day of March 1927  
W. B. Jones Chancery Clerk  
By A. O. Sutherland D. C.

In Consideration of the sum of \$100.00, One Hundred & No/100 DOLLARS,  
 cash in hand paid me by T. E. Bowman the receipt of which is  
 hereby acknowledged, and of the further sum of \$400.00 Four Hundred & No/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 \$400.00 Due & payable at the rate of after date.  
 beginning on April 10th, 1927 & every 30 days thereafter. after date.  
 One Note for \$ Due after date.

One Note for \$ DATE Due Fifteen after date.

Each of said notes bearing interest after its respective maturity at the rate of six per cent per annum, and per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity. Robert H. Powell do hereby convey and warrant unto the said T. E. Bowman, City of Canton, forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning at an iron stake on the East margin of South Liberty Street, 150 ft. North of the Northeast corner at the intersection of Dinkins St. with South Liberty St., and running thence East along the south margin of Mary Palmer's property 150 ft. to an iron stake, thence south 45 ft. to an iron stake, thence west 150 ft. to an iron stake on the East margin of said South Liberty St., thence North along the East margin of said Liberty St., to the point of beginning.

The corners of said lot have been pointed out to the said Bowman by me.

I hereby agree to allow interest credits at the rate of 6% per annum on all payments made and said credits shall be credited at the end of each year on this indebtedness.

The said Bowman by the acceptance of this deed hereby agrees to keep the building on this property insured against loss by fire and tornado in a sum not less than \$300.00 of each with the loss clause payable to Robert H. Powell or his assigns.

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 Bowman 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 & 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 Bowman or his assigns. The said Bowman is entitled to the rents and shall pay the taxes on said property for the year 1927.

WITNESS my signature and seal, this 10th day of March, A. D. 1927.

Robert H. Powell (Seal)

(Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, H. A. Comfort, Mayor of City of Canton in and for said County and State, the within named Robert H. Powell who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 10th day of March, A. D. 1927

(SEAL)

H. A. Comfort, Mayor