

Freeman Johnson

To } Deed Warranty Deed

Charley Mitchell

Filed for Record at 3:20 o'clock P. M., the 20th,  
day of November 1928

Recorded the 20th day of November 1928

W. B. Jones Chancery Clerk.

By Cammie Parker D. C.

In Consideration of the sum of \$300.00 ---Three Hundred--- DOLLARS,  
cash in hand paid me by Charlie Mitchell the receipt of which is  
hereby acknowledged, and of the further sum of Nine Hundred and Seventy four DOLLARS,  
due me by him as is evidenced by his seven promissory notes of even date herewith,  
due and payable to my order, as follows, viz:

One Note for \$ <u>248.00</u>	Due <u>1 year after date</u>	<u>after date.</u>
One Note for \$ <u>136.00</u>	Due <u>2 years after date</u>	<u>after date.</u>
One Note for \$ <u>130.00</u>	Due <u>3 years after date</u>	<u>after date.</u>
One Note for \$ <u>124.00</u>	Due <u>4 years</u>	<u>after date.</u>
One Note for \$ <u>118.00</u>	Due <u>5 years</u>	<u>after date.</u>
One Note for \$ <u>112.00</u>	Due <u>6 years</u>	<u>after date.</u>
One Note for \$ <u>106.00</u>	Due <u>7 years</u>	<u>after date.</u>
One Note for \$ <u>      </u>	Due <u>      </u>	<u>after date.</u>
One Note for \$ <u>      </u>	Due <u>      </u>	<u>after date.</u>
One Note for \$ <u>      </u>	Due <u>      </u>	<u>after date.</u>
One Note for \$ <u>      </u>	Due <u>      </u>	<u>after date.</u>

Each of said notes bearing interest after its respective maturity at the rate of 6% per cent. per annum, and 15% per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity I, Freeman Johnson, unmarried do hereby convey and warrant unto the said Charlie Mitchell forever, the following described real estate, lying and being situated in City of Canton Madison County, State of Mississippi, to-wit:

Beginning at the North East corner of Lot 20 on the West side of Walnut Street at a stake and run thence South along the West margin of said Street 50 feet to a Stake and thence West 150 feet to a stake and thence North 50 feet to a stake and thence East 150 feet to Walnut Street, the point of beginning. Said lot being described with reference to the map of said City prepared by George and Dunlap. The buildings on said lot shall be kept insured by the said Mitchell against loss by fire and tornado in a sum not less than \$600.00 with loss payable to Freeman Johnson, and should the said Mitchell fail to keep said property so insured at his own expense, then the said Johnson can insure the same and the premium that he may have to pay shall be secured by lien upon said property and the said Grantee, by the acceptance of this deed, agrees to pay the same.

We or our, or I or My assigns may become the Purchase 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 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 Charlie Mitchell 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 at the Court House door in said County, and by publication as is required by law for sales of land under D/T 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 Charlie Mitchell his assigns. The said Freeman Johnson is entitled to the rents and shall pay the taxes on said property for the year 1928

WITNESS my signature and seal, this 20th day of November, A. D. 1928

Freeman Johnson (Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, W. B. Jones, Clerk of the Chancery Court

in and for said County and State,

Freeman Johnson, unmarried

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 20th day of November, A. D. 1928

W. B. Jones, Chancery Clerk

(SEAL)

By Cammie Parker, D. C.

The first two notes described in this deed were paid at maturity, and the other five notes were paid this day, for value, been indorsed and assigned to E. K. Johnson, this Dec. 20, 1930. Freeman Johnson

Attest 12/20/30  
Doris Stetland Clerk by Cammie Parker D.C.