

State of Mississippi
County of Madison.

Personally appeared before me, D. C. McCool, Chancery Clerk in and for said County and State, J.M. Greaves, Commissioner, who acknowledges that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office at my office this the 27th day of Nov., 1922.

(SEAL)

D.C. McCool, Chancery Clerk
By A.O. Sutherland, D.C.

A. H. Cauthen & A.K. Foot
To/ W.D. & V.L.
R.L. Cullipher

Filed for record on the 5th day of
Dec., 1922 at 10:30 o'clock A.M.
Recorded on the 5th day of Dec. 1922.
D.C. McCool, Clerk
By Lillian Holliday, D.C.

PRIN. of Deferred payments \$900.00 Int. 6% Exempt.

In consideration of the sum of Two Hundred (\$200.00) Dollars, cash in hand paid us by R. L. Cullipher the receipt of which is hereby acknowledged, and of the further sum of Eleven Hundred Sixty-Two & 00/100 (\$1162.00) Dollars due us by said R. L. Cullipher as is evidenced by his six promissory notes of even date herewith, due and payable to me or order, as follows: viz:

- One Principal Note for \$100.00 due Feb. 1, 1923, after date.
- One Principal & Interest Note for \$234.00 due one year after date.
- One Principal & Interest Note for \$223.00 due two years after date.
- One Principal & Interest note for \$212.40 due three years after date.
- One Principal & Interest Note for \$201.60 due four years after date.
- One Principal & Interest Note for \$190.80 due five 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, A. H. Cauthen and A. K. Foot do hereby convey and warrant unto the said R. L. Cullipher forever, the following described real estate lying and being situated in Madison County, State of Mississippi, to-wit:

Lots 3 & 4 East of Boundary Line, less 20 acres off of the North end of each, Section 17, and also all that part of Lots 5 & 6 East of Boundary Line, lying North of the Public Road, Sec. 17; all in Township 10, Range 5 East, intending to convey and conveying and warranting the land, comprising by estimation 120 acres, more or less, conveyed by Moses Ware to us.

The grantees may pay all the principal of the debt secured by this trust deed, with all accrued interest, at any interest paying date, and should this option be exercised, and all unearned interest notes shall be cancelled.

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. And should foreclosure become necessary under the terms of this deed, grantors herein or their assigns may become the purchasers of said property at the foreclosure sale.

To secure the payment of said notes and assigns hereby retain a vendor's lien upon said property, and the said grantee 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 of the time and place of sale, by posting a written or printed notice thereof 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 grantee or his assigns. The said Grantors are entitled to the rents and shall pay the taxes on said property for the year 1922.

Witness my signature and seal; this 5th day of December A. D. 1922.

A. K. Foot, (SEAL)
A. H. Cauthen (SEAL)

*All Notes herein have been paid
(by 7th day) this day of the Vendor's heirs
Returned is hereby acknowledged
Feb 11-1924
Atx Cauthen & Foot*