

R.H.Holmes
To { Deed
W.D. & V.L.
Nita L.Walker

Filed for Record at 10 o'clock A. M., the 5th
day of Oct. 192x 37
Recorded the 8th day of October 192x 37
A.C.Alsworth
By Lucile Sims, D. C. Chancery Clerk.

Prin. \$850.00 @ 6%
In Consideration of the sum of Three Hundred and Fifty and No/100 (\$350.00) DOLLARS,
cash in hand paid me by Nita L.Walker the receipt of which is
hereby acknowledged, and of the further sum of One Thousand and Three and No/100 DOLLARS,
due me by her as is evidenced by her promissory notes of even date herewith,
due and payable to my order, as follows, viz:

| | | |
|------------------------|-----------------|-------------|
| One Note for \$ 221.00 | Due one year | after date. |
| One Note for \$ 210.80 | Due two years | after date. |
| One Note for \$ 200.60 | Due three years | after date. |
| One Note for \$ 190.40 | Due four years | after date. |
| One Note for \$ 180.20 | Due five years | 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. |
| 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 fifteen per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. I, R.H.Holmes do hereby convey and warrant unto the said ~~XXXXXXXXXX~~ Nita L.Walker forever, the following described

real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

A lot of land bounded by a line beginning at the northeast corner of the 28 1/2 acre tract of land conveyed to C.R.Fore by Mrs. Bernice A Wallace by deed dated May 31, 1920, and recorded in Book VV page 561 of the land deed records of Madison County, Mississippi, reference being made thereto as a part of this description, and running thence west along the north line of the 28 1/2 acre tract aforesaid 200 feet to a stake, thence in a southwesterly direction parallel with the old Canton and Pickens gravel road 100 feet to a stake, thence east 200 feet to said gravel road, thence northeasterly along said gravel road to the point of beginning, less and excepting .03 acres more or less in a strip off the east side acquired by the Mississippi State Highway Department for a right of way as appears by reference to Judgment to said effect recorded in Book DC Page 599 of the land deed records of Madison County, Mississippi.

I hereby agree and promise to keep the roof on the residence on the above described property repaired and free of leaks for two years from this date.

I further agree to floor one side of the garage on said property.

I further agree to paint the residence on said lot one coat within thirty days from this date.

I further agree to fence said lot with a plain net wire fence within thirty days from this date.

By the acceptance of this deed the grantee covenants and promises to keep the buildings upon said property insured against loss by fire and tornado in a sum of not less than \$1000.00 of each in a company acceptable to said R.H.Holmes, with the loss clause payable to said R.H.Holmes.

The grantee by the acceptance of this deed agrees and promises to pay one fourth of the taxes due on said property for the year 1937, and the grantor hereby covenants and promises to pay three fourths of the taxes due on said property for the year 1937.

If this lien is foreclosed as hereinafter provided then, we or our, or I or my assigns may become the purchaser of purchasers of said property, 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 Nita L.Walker 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 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 Nita L.Walker or his assigns. The said Nita L.Walker is entitled to the rents and shall pay the taxes on said property for the year 1937.

WITNESS my signature and seal, this 30th day of September, A. D. 1937

R.H.Holmes (Seal)
(Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, Robert H. Powell, a Notary Public

in and for said County and State, R.H.Holmes 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 30 day of September, A. D. 1937.

(seal) Robert H. Powell, Notary Public.