

Filed for Record at 12 o'clock - M., the 16th,
day of November 192 9
Recorded the 26th day of November 192 9
W. B. Jones Chancery Clerk.
By Gammie Parker D. C.

[illegible]

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. B. Gibson do hereby convey and warrant unto the said Nancy Hial forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lot 5 and house thereon on the East side of First Avenue, Firebaugh's First Addition to the City of Canton, Mississippi, a plat of which addition being on file in the Chancery Clerk's office for Madison County, Miss.

The above property is not my homestead.

The said Nancy Hill by the acceptance of this deed covenants and promised to keep the house upon said property insured against loss by fire and tornado in a sum not less than \$350.00 of each with the loss clause payable to R. E. Gibson.

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 Nancy Hill 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 Nancy Hill or his assigns. The said Gibson is entitled to the rents and shall pay the taxes on said property for the year 1929.

WITNESS my signature and seal, this 15 day of November, A. D. 1929.

R. B. Gibson (Seal)

-(Seal)

STATE OF MISSISSIPPI,

Madison County,
City of Canton

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

in and for said County and State, the within named R. B. Gibson 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 15 day of November A. D. 1929

Robt. H. Powell
Notary Public

(SEAL)