

J. A. Tisdale
To W.D. & E.L. To Deed
S. S. Tisdale

Filed for Record at 3 o'clock P.M., the 14
day of July 1928
Recorded the 16 day of July 1928
W. B. Jones Chancery Clerk
By Cammie Parker D.C.

In Consideration of the sum of One DOLLARS, cash in hand paid me by S. S. Tisdale the receipt of which is hereby acknowledged; and of the further sum of \$58.15 Fifty-eight & 15/100 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 \$ 58.15	Due October 14, 1928	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.
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. J. A. Tisdale do hereby convey and warrant unto the said S. S. Tisdale forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 & 30 in Block 5 in East End Subdivision, according to the plat or map thereof now on file in the Chancery Clerk's Office of said County.

The said S. S. Tisdale by the acceptance of this deed as a further consideration, hereby assumes and agrees to pay the two vendor's line notes for \$49.16 each, due April 6, 1929 and April 6, 1930, as shown by deed duly recorded in Book No. 4 on page 84 in said Clerk's Office, reference to which being had will more fully appear.

The above property is no part of my homestead.

We or our, or I, or my assigns may become the purchasers 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 S. S. Tisdale 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 S. S. Tisdale or his assigns. The said S. S. Tisdale is entitled to the rents and shall pay the taxes on said property for the year 19.

WITNESS my signature and seal, this the 14 day of July, A.D. 1928.

J. A. Tisdale (Seal)
(Seal)

STATE OF MISSISSIPPI,

ss.
Madison County,
City of Canton
in and for said County and State,

Personally appeared before me Robert H. Powell, Notary Public of Canton 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 14 day of

(SEAL)

July A.D. 1928

Robt. H. Powell