

*Transferred without recourse  
to O. H. Mansell Oct 24th 1929  
E. D. Mosby  
Executive Secretary of the  
Canton City of Canton, Miss.*

The vendor's lien reserved in  
this deed is satisfied and  
cancelled by Power of Attorney  
from O. H. Mansell filed for  
record Dec 2, 1935 and recorded  
in Book 27 Page 330  
Annie Scottland Chancery Clerk

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Hattie May McAllister  
F. C. McAllister  
To/W.D.  
Rector, Wardens, and Vestry of  
Grace Episcopal Church of  
Canton, Miss.

Filed for record the 2nd day of April,  
1927 at 12 o'clock M.  
Recorded the 8th day of April, 1927.

W. B. Jones, Chancery Clerk

Principal of deferred payments \$4000.00 Interest 6% Exempt.

In consideration of Three Thousand (\$3000.00) Dollars, cash in hand paid us  
by the Rector, Wardens and Vestry of Grace Episcopal Church of Canton, Mississippi,  
the receipt of which is hereby acknowledged, and of the farther sum of Four Thousand  
Dollars (\$4000.00) due us by said Rector, Wardens and Vestry of Grace Episcopal Church  
of Canton, Mississippi, which together with the interest thereon accruing before  
maturity, is evidenced by their five promissory notes of even date herewith, due and  
payable to us or order, as follows, namely:

- One principal and interest note for \$740.00 due One year after date;
- One principal and interest note for \$710.00 due Two years after date;
- One principal and interest note for \$680.00 due Three years after date;
- One principal and interest note for \$650.00 due Four years after date;
- One principal and interest note for \$2120.00 due Five years after date;

Each of said notes bearing interest after its respective maturity at the rate of six  
per cent per annum, and five per cent attorney's fee, if placed in the hands of an  
attorney for collection after maturity, we, Frank C. McAllister and Hattie May McAllister  
husband and wife, do hereby CONVEY AND WARRANT unto the said Rector, Wardens and  
Vestry of Grace Episcopal Church of Canton, Mississippi, forever, the following des-  
cribed lot or parcel of land lying and being situated in the City of Canton, Madison  
County, Mississippi, to-wit:-

Beginning on the North margin of East Center Street at the South East  
Corner of Lot 36 on the North side of East Center Street, which point is also the  
South West Corner of the lot now occupied by Annie M. Yandell and W.M. Yandell as a  
residence; thence West along the North margin of East Center Street 65 feet; thence  
North 200 feet to a stake; thence East 65 feet to the East line of said Lot 36 or to  
the West line of the said Yandell residence property; thence South along the West line  
of the said Yandell property to the point of beginning. Lot numbers and streets in this  
description are made with reference to George & Dunlap's map of the City of Canton,  
made in 1898. The lot conveyed by this deed is in the South East Corner of said Lot 36  
and is the property now occupied by the Grantors as a residence.

Whereas, the Grantors have laid out a drive-way north from East Center Street  
eight feet in width, one-half of which driveway is off the West side of the lot herein  
conveyed and the other one-half of said driveway is off the East side of the remaining  
property of the Grantors after this conveyance, which remaining property the said  
Grantors purpose to use as residence, therefore, it is agreed by the Grantors herein,  
their heirs and assigns, and the Grantees and their assigns that the Grantors, their  
heirs and assigns shall have a perpetual easement of right of passage, for uses inci-  
dental only to residence property over the whole of said driveway and that the Grantees  
and their assigns shall have a perpetual easement of right of passage, for uses in-  
cidental only to residence property, over the whole of said driveway, and this reserva-  
tion of easement over said right of way above referred to is part of the consideration  
for the sale and purchase of said lot conveyed said Grace Episcopal Church, and here-  
inbefore described.

Whereas, it is necessary to slightly curve said driveway at its North end  
over to the lot herein conveyed by the Grantors to Grantees, for the purpose of avoid-  
ing cutting down certain shade trees, it is, therefore specially agreed by and between  
the Grantors for themselves, their heirs and assigns that the Grantors, their heirs and  
assigns will never claim any property rights in that portion of said driveway which  
curves as aforesaid over on the property conveyed Grantees; and it is further agreed  
that at any time either the Grantors, their heirs and assigns or the Grantees and  
assigns may cut said shade trees and straighten said driveway so as to be contained  
on four feet off the West side of the property herein conveyed to Grantees and four  
feet off the East side of the remaining lot of the Grantors.

It is farther agreed and understood that the warranty of the Grantors herein  
shall not extend to a balance due the City of Canton for the street paving in front of  
the property conveyed by this deed to the extent of \$120.90 as of this day, it being  
understood that the Grantees assume the payment of \$120.90 as of this date to the  
City of Canton on said paving.

It is farther understood and agreed that the Grantors may move off of said  
property the small two room frame building now situated near the North West Corner of  
the property conveyed.

The Grantors shall pay all the taxes due the County, City and State for the  
year 1926. Grantees shall have immediate possession of said property.

The Grantees agree to carry insurance on the residence situated on the said  
property in the sum of not less than \$4000.00, with mortgage clause in the policy  
making the loss if any, payable to the Grantors, their heirs and assigns as their in-  
terest may appear, until the notes described herein are paid in full.

Should default be made in the payment of either of said promissory notes  
when due, then the Grantors, their heirs and assigns, whoever may be the owner and holder  
of said notes, may declare all of said purchase money notes, together with earned in-  
terest and Attorney's fees due and payable, whether so by their terms or not, and fore-  
closure and sale then can be made of said property as hereinafter provided.

To secure the payment of said notes, a vendor's lien is reserved upon said  
property and, the said Rector, Warden, and Vestry of Grace Episcopal Church of Canton,  
Mississippi, by the acceptance of this deed intend to make and acknowledge a Lien upon  
said property in the nature of a mortgage, with power of sale in us, the Grantors herein  
their heirs or assigns, or whoever may be the legal owner or holder of said notes; and  
the said Grantors or their heirs or assigns or the legal owner or holder of said notes  
whoever that may be, may enforce said lien without recourse to the Court. If foreclosure  
is had under the provisions of this deed, sale shall be made at the South door of the  
Court House in the City of Canton, Madison County, Mississippi, at Public Auction to  
the highest bidder, for cash, after having given three weeks' notice thereof by posting  
said notice 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

*Transferred without recourse to O. H. Mansell 11-3-1929 - Hattie May McAllister  
O. H. Mansell  
Attest: W. B. Jones Clerk  
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