

WHEREAS, thereafter on the 15th day of October 1925, the said W. C. Nutt by his deed recorded in Book 5 at page 145 of the Land Records of said County conveyed all of his interest in the land described in the deed of trust aforesaid to Earl Evans; And,

WHEREAS, by each of the deeds aforesaid the several grantees therein assumed and agreed to pay the indebtedness to the Mississippi Joint Stock Land Bank of Memphis, Tennessee and secured by the deed of trust aforesaid; And,

WHEREAS, the deed of trust aforesaid provided that if any or more of the payments secured thereby should not be paid when due then the whole debt secured thereby should at the option of said Mississippi Joint Stock Land Bank of Memphis, Tennessee or its successors or assigns become immediately due and demandable, and,

WHEREAS, default was made in the payment provided for in said deed of trust and secured thereby and said bank has exercised the option and declared all of the indebtedness secured by said deed of trust due and payable and has requested the undersigned Trustee to enforce the payment of said indebtedness by a sale of the property secured by said deed of trust and to execute all of the trust vested in said Trustee by the terms and provisions of said deed of trust;

NOW THEREFORE, Notice is hereby given that the Bank of Commerce and Trust Company of Memphis, Tennessee as Trustee in the deed of trust aforesaid will on Monday the 20th day of November 1933, within legal hours, at the South Door of the Court House in Canton, Madison County, Mississippi, offer for sale, and sell at public auction to the highest bidder for cash, the following described land lying and being situated in the County of Madison and State of Mississippi, to-wit:

The Southeast Quarter of the Northeast Quarter and the west half of Northeast Quarter; Southeast Quarter East Half of Southwest Quarter, Section 12; North Half of Northeast Quarter and Northeast Quarter of Northwest Quarter, Section 13, All in Township 8, Range 2 East, Madison County, Mississippi, containing 480 acres.

Witness the signature of the Bank of Commerce and Trust Company, Trustee, by its duly authorized officer on this 23rd day of October, 1933.

BANK OF COMMERCE & TRUST COMPANY OF MEMPHIS, TENN.  
By J. L. Ross, Trustee Officer.

#### PROOF OF PUBLICATION

The State of Mississippi  
Madison County

#### IN CHANCERY COURT.

Personally appeared before me, the undersigned Notary Public of said County, C. N. HARRIS, the Publisher of THE MADISON COUNTY HERALD, a weekly newspaper published in the City of Canton, in said County and State, who, on oath, says the publication of which the instrument herewith annexed is a true copy, was published in said newspaper as follows:

In volume 41	number 42	dated Oct. 27, 1933.
In volume 41	number 43	dated Nov. 3, 1933.
In volume 41	number 44	dated Nov. 10, 1933.
In volume 41	number 45	dated Nov. 17, 1933.

Signed C. N. Harris, Publisher.

Sworn to and subscribed before me, this the 20th day of Sept. A.D. 1933.

(SEAL)

May Belle Harris, Notary Public.

My Commission Expires Feb. 22, 1936.

(\$6.00 in Revenue stamps attached hereto and cancelled)

D. W. Haley  
To W.D.  
James B. Boyd

Filed for record the 18 day of Nov. 1933 at  
1:30 o'clock P.M. and  
Recorded the 24 day of Nov. 1933.  
Aurie Sutherland, Clerk.  
Cammie Parker, D.C.

State of Mississippi,  
Madison County.

In consideration of the sum of Seventy Five Dollars cash in hand paid to me by James B. Boyd, of Madison, Madison County, Mississippi, and for the further consideration of the sum of Six Hundred Twenty Five Dollars to be paid to me as hereinafter set out; by the said James B. Boyd executing to me his six promissory notes as follows:

One Note for \$125.00 due November, 1st, 1934;  
One note for \$100.00 due November 1st, 1935;  
One Note for \$100.00 due November, 1st, 1936;  
One note for \$100.00 due November, 1st, 1937;  
One Note for \$100.00 due November, 1st, 1938;  
One Note for \$100.00 due November, 1st, 1939;

payable to me, D. W. Haley, and each of said notes bearing interest from date at the rate of six per centum per annum.

A vendor's lien being retained on the hereinafter described lands until said notes are paid in full, I, D. W. Haley, of Madison County, Mississippi, do hereby convey and warrant unto the said James B. Boyd the following described lands lying, being and situated in Madison County, Mississippi, to-wit:

The South West Quarter of the North West Quarter of Section Fourteen, Township Seven, Range Two, East.

And for said consideration I hereby sell and convey to the said Boyd one grey mare mule named Kate about 10 years old and one grey mare mule named Matt about 10 years old.

All of said property, both real and personal, being the same property deeded to me on the...day of December, 1932, by H. Austin and Johnnie Austin by deed recorded in Deed Book 8 Page 407 in Chancery Clerk's Office said County.

I, D. W. Haley, am to pay the 1933 taxes on all of said property.

It is stipulated that a failure to pay any one of said notes at its maturity will render all of said notes due and payable at the option of the holder.

Witness my signature this the 11th day of November, A.D. 1933.

D. W. Haley.