

V.V.

TRUSTS, ESTATES, PROBATE, JUDICIAL, MISCELLANEOUS

All of the notes described herein are transferred by Meta M. Muse to C. K. Wohner on 1/30/35 and are owned by C. K. Wohner, from now on.

Meta M. Muse  
E. W. Muse  
W. D. Riley

To Deed

Filed for Record at 3:30 o'clock P. M. the 29th day of January 1935  
Recorded the 31st day of January 1935  
Annie Sutherland  
By D. C.

In Consideration of the sum of THREE HUNDRED and N/100 DOLLARS cash in hand paid Meta M. Muse by W. D. Riley the receipt of which is hereby acknowledged, and of the further sum of One Thousand and Sixty Two and No/100 DOLLARS, due Meta M. Muse by W. D. Riley as is evidenced by his five promissory notes of even date herewith, due and payable to Meta M. Muse or order, as follows, viz:

- One Note for \$ 234.00 Due One Year after date.
- One Note for \$ 223.20 Due Two Years after date.
- One Note for \$ 212.40 Due Three years after date.
- One Note for \$ 201.60 Due Four Years after date.
- One Note for \$ 190.80 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 cent attorney's fees, if placed in the hands of a lawyer for collection after maturity, we, Meta M. Muse, and E. W. Muse, wife and husband do hereby convey and warrant unto the said W. D. Riley forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

All of that land in the E 1/2 of Section 1, Township 9, Range 3 East, described and bounded as follows:

On the north and northwest by the Canton and Sharon Road, and on the south by the lands of Pace, and on the East by the Sharon & Turnetta Road, and on the west by lands of Richards; the lands hereby conveyed and intended to be conveyed are all of the lands that I own in said E 1/2 of said Section One and are all enclosed by a wire fence, which fence is now conveyed by this deed.

The said W. D. Riley by the acceptance of this deed agrees to insure the carriage house on said land in the sum of \$200.00 and the dwelling on said land in the sum of \$800.00 against loss by fire and/or tornado with the loss clause payable to C. K. Wohner, and should the said Riley fail to so insure said property he further agrees by the acceptance of this deed that the said C. K. Wohner can in his option insure said property for said sums and the money that he may pay for the premiums upon said policies should be and is hereby secured by lien upon said lands.

Should it be necessary to sell the said property under the provision hereinafter set out, then I, the said Meta M. Muse, can become the purchaser at said sale.

The said E. W. Muse is the husband of the said Meta M. Muse and executes this deed with her because it is her homestead.

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 W. D. Riley 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 and by publication in the Madison County Herald, the same as is required for sales of land under deed of trust 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 W. D. Riley or his assigns. The said W. D. Riley is entitled to the rents and shall pay the taxes on said property for the year 1935.

WITNESS OUR signatures and seals, this 23rd day of January A. D. 1935.  
Meta M. Muse (Seal)  
E. W. Muse (Seal)

STATE OF MISSISSIPPI, ss. Personally appeared before me, Robert H. Powell, A Notary Public in and for said County and State, Meta M. Muse and E. W. Muse, wife & husband who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 25 day of January A. D. 1935.  
(SEAL) Robert H. Powell, Notary Public

These notes transferred to C.K. Wohner as collateral security Jan. 23, 1935. Meta M. Muse

deed of trust