

WVV

Fannie G. Powell

To } Deed
Bettie Lockett, Minnie Lockett
Maud Lockett

Filed for Record at 3 o'clock P M., the 2nd
day of March 1928
Recorded the 15th day of March 1928
W.B. Jones Chancery Clerk.
By _____ D. C.

In Consideration of the sum of — Fifty & No/100 — DOLLARS,
cash in hand paid me by Bettie Lockett, Minnie Lockett & Maud Lockett the receipt of which is
hereby acknowledged, and of the further sum of One Hundred & No/100 DOLLARS,
due me by them as is evidenced by their ten promissory notes of even date herewith,
due and payable to my order, as follows, viz:

- | | |
|------------------------------|-------------------------------------|
| One Note for \$ <u>10.00</u> | Due <u>one month</u> after date. |
| One Note for \$ <u>10.00</u> | Due <u>two months</u> after date. |
| One Note for \$ <u>10.00</u> | Due <u>three months</u> after date. |
| One Note for \$ <u>10.00</u> | Due <u>four months</u> after date. |
| One Note for \$ <u>10.00</u> | Due <u>five months</u> after date. |
| One Note for \$ <u>10.00</u> | Due <u>six months</u> after date. |
| One Note for \$ <u>10.00</u> | Due <u>seven months</u> after date. |
| One Note for \$ <u>10.00</u> | Due <u>eight months</u> after date. |
| One Note for \$ <u>10.00</u> | Due <u>nine months</u> after date. |
| One Note for \$ <u>10.00</u> | Due <u>ten months</u> 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 15 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity I, Fannie G. Powell do hereby convey and warrant unto the said Bettie Lockett, Minnie Lockett, & Maud Lockett forever, the following described real estate, lying and being situated in City of Canton Madison County, State of Mississippi, to-wit:

Lot six on the South side of South street, according to Garrison's Subdivision
to the City of Canton, Miss., a plat of which subdivision being on file in the
Chancery Clerk's office for Madison County, Miss.. Said lot is fifty feet wide
facing said South Street and runs South between parallel lines 190 feet and being
the lot that was pointed out and staked out by the Grantor and Grantees herein.
The above property is not my homestead property, as I live in Vicksburg, Miss.

We or our, or I or my assigns may become the Purchaser 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 Locketts 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 & by publication as is required by law as in case of sales of lands under D.T., 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 Locketts or his assigns. The said Locketts is entitled to the rents and shall pay the taxes on said property for the year 1928.

WITNESS my signature and seal, this 25th day of February, A. D. 19 28.
Fannie G. Powell (Seal)
_____ (Seal)

STATE OF MISSISSIPPI, } ss.
Madison County }
City of Canton }
in and for said County and State, Robert H. Powell, a Notary Public of Canton
Fannie G. Powell who acknowledged
that she signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as her act and deed and for the purpose therein expressed.
WITNESS my hand and official seal, this the 25 day of February, A. D. 19 28
(SEAL) Robt. H. Powell, Notary Public