

126 This note recorded here has been paid by a person source of the property too as the fee is paid satisfied this Feb. 17 1931 Frank V Tobias

Frank Tobias  
John Tobias  
Mary Young To } Deed

Attest 2/4/31 Julie Sutherland Clerk  
Filed for Record at 11:20 o'clock A.M., the 12th day of December 1929  
Recorded the 29th day of January 1930  
W. B. Jones Chancery Clerk.  
By Cammie Parker D. C.

Prin. \$125.00 at 6%

In Consideration of the sum of Fifty & No/100 DOLLARS, cash in hand paid us by Mary Young the receipt of which is hereby acknowledged, and of the further sum of \$132.50 ( One Hundred Thirty-Two & 50/100 ) DOLLARS. due us by her as is evidenced by her one promissory notes of even date herewith, due and payable to our order, as follows, viz:

- |                        |     |          |             |
|------------------------|-----|----------|-------------|
| One Note for \$ 132.50 | Due | One Year | 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 15 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity we do hereby convey and warrant unto the said Mary Young, City of Canton, forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning at a stake on the East side of South Union Street at the N.W. Corner at our present homestead property and run thence East along the Northern Boundary line of our said homestead property to the N.E. Corner of our said homestead property and run thence South 34 feet to a stake then run West to the Eastern margin of said Union Street and then run North along the Eastern margin of said Union Street 34 feet to the point of beginning.

We have pointed out to the said Mary Young the lot herein conveyed and we and the said Young have staked out said lot together.

Should default be made in the payment of ~~any~~ of said promissory notes when due, then ~~we~~ or ~~my~~ assigns can in ~~our~~ 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 we and ~~my~~ assigns hereby retain a vendor's lien upon said property and the said Mary Young 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 us or ~~my~~ assigns, and we 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, we 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 we or ~~my~~ assigns shall pay it over to the said Young or ~~my~~ assigns. The said Grantors are ~~is~~ entitled to the rents and shall pay the taxes on said property for the year 19 29

WITNESS our signature and seal, this 12th day of December, A. D. 19 29  
Frank Tobias (Seal)  
John Tobias (Seal)

STATE OF MISSISSIPPI, ss. Personally appeared before me, Robert H. Powell, A Notary Public in and for said County and State, Frank Tobias and John Tobias, wife and 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 12th day of December, A. D. 19 29  
(SEAL) Robt. H. Powell Notary Public