

MARGINAL NOTATION: For value received I hereby transfer the notes described herein To Hattie Carter. 12/10/28. A. Eldridge.

A. Eldridge
To ~~W. D. & V. L.~~
Avery Anderson
Martha Anderson

Filed for Record at 4 o'clock P. M., the 11th,
day of Dec. 1928
Recorded the 18th day of January 1929
W. B. Jones, Chancery Clerk.
By A. O. Sutherland D. C.

In Consideration of the sum of Two Hundred & No/100 DOLLARS,
cash in hand paid me by Avery Anderson and Martha Anderson the receipt of which is
hereby acknowledged, and of the further sum of \$896.01 Eight Hundred & Ninety-six & 01/100 DOLLARS,
due me by them as is evidenced by their three promissory notes of even date herewith,
due and payable to my order, as follows, viz:

- One Note for \$ 314.66 Due one year after date.
- One Note for \$ 298.67 Due two years after date.
- One Note for \$ 282.68 Due three 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.
- 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. I, A. Eldridge do hereby convey and warrant unto the said Avery Anderson and Martha Anderson forever, the following described real estate, lying and being situated in City of Canton, Madison County, State of Mississippi, to-wit:

The North half (N $\frac{1}{2}$) of the following described property: Beginning at the S. E. corner of the lot of Mattie Emory, said lot being on the West side of South Liberty Street, in said City of Canton, and being the lot conveyed to Mattie Emory by A. Eldridge by deed dated Jan. 31, 1928, said deed being in Book 6 on page 360 in the Chancery Clerk's Office for said County, and then run southerly along the West margin of said South Liberty Street 65 $\frac{1}{2}$ feet more or less to the N. E. Corner of that lot conveyed to J. C. Lambert & Tom Williams, Sr., by A. Eldridge as shown by deed recorded in Book YYY, on page 494 in said Clerk's office, then run West 202 feet more or less to a stake and then run North 65 $\frac{1}{2}$ feet more or less to the South line of the said Mattie Emory Lot and then run East 202 feet more or less to the point of beginning
The above house and lot have been pointed out by me to the said Andersons and we have staked out same together.
The said Andersons by the acceptance of this deed hereby agree to insure the building on the above described lot against loss by fire and tornado, in a sum not less than \$500.00 of each in a company acceptable to said Eldridge, with the loss clause payable to W. H. Powell, Trustee.
I hereby agree that the said Andersons may pay part of the above notes at any time and if they pay same before they mature then all unearned shall be deducted.

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 Avery Anderson and Martha Anderson 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 Andersons or his assigns. The said Andersons is entitled to 2/3 for Dec. 1928 but the said Eldridge shall pay the taxes on said property for the year 1928.

WITNESS my signature and seal, this 10 day of December, A. D. 1928
A. Eldridge (Seal)

STATE OF MISSISSIPPI, ss.
Madison County, City of Canton
in and for said County and State, Personally appeared before me, Robert H. Powell, A Notary Public of Canton A. Eldridge who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as his act and deed and for the purpose therein expressed.
WITNESS my hand and official seal, this the 10 day of December, A. D. 1928.
Robt. H. Powell (SEAL) Notary Public