

J.C. Cowan

To ~~W.D. & V.L.~~

Alonzo Newton

Filed for Record at 3.30 o'clock P.M., the 16

day of June 1926

Recorded the 28 day of June 1926

W.B. Jones Chancery Clerk

By A.O. Sutherland D.C.

Principal \$1100.00 @ 6%.

In Consideration of the sum of Five hundred & No/100 DOLLARS, cash in hand paid me by Alonzo Newton, the receipt of which is hereby acknowledged, and of the further sum of Eleven Hundred, Seventy-nine & 50/100 DOLLARS, due me by him as is evidenced by his two promissory notes of even date herewith, due and payable to my order, as follows, viz:

| | | |
|------------------------|-------------------|-------------|
| One Note for \$ 649.50 | Due March 1, 1927 | after date. |
| One Note for \$ 530.00 | Due March 1, 1928 | 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. |
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| 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 Ten per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity I, J.C. Cowan do hereby convey and warrant unto the said Alonzo Newton, 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 south margin of West Fulton St., at the Northeast corner of Lot 15, what is now known as the Raab lot and run thence East along the south margin of said St., 70 ft., to a stake, then run due south 147 ft., to a stake, then run due West 70 ft., to a stake, then run due north 147 ft., to the point of beginning, and being a part of Lot No. 13, on the south side of said West Fulton St., when described with reference to the map of the City of Canton, Miss. prepared by George & Dunlap.

The said lot described above has been pointed out by me to the said Alonzo Newton and has been staked out by us.

Said lot is no part of my homestead.

The said Newton by the acceptance of this deed hereby agrees to keep the house on said property or lot insured against loss by fire and tornado in a sum not less than \$300.00 of each, in a Company acceptable to J.C. Cowan and with loss clause payable to J.C. Cowan.

~~We or our, or I, or my assigns may become the Purchasers or Purchasers at and 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 Newton 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 sales of land under deeds in 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 Newton or his assigns. The said Newton is entitled to the rents and shall pay the taxes on said property for the year 1926.

WITNESS my signature and seal, this First day of June, A.D. 1926

J.C. Cowan (Seal)

(Seal)

STATE OF MISSISSIPPI,

ss. City of Canton

Madison County,

Personally appeared before me, Robert H. Powell, a Notary Public

City of said

in and for said County and State, the within named, J.C. Cowan, 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 16 day of June, A.D. 1926

Robt. H. Powell

(SEAL)

Notary Public.