

V V V

Eddie Harris

To } Deed  
Wash Thurman

\$500.00 at 6%

Filed for Record at 10 o'clock A.M., the 24  
 day of Dec 6, 1926.  
 Recorded the 27 day of Dec 1926.  
 W.B. Jones Chancery Clerk.  
 By A.O. Sutherland D.C.

In Consideration of the sum of \$600.00, Six Hundred & No/100 DOLLARS,  
 cash in hand paid me by Wash Thurman the receipt of which is  
 hereby acknowledged, and of the further sum of \$545.00, Five Hundred & Forty-five & No/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 \$ 280.00	Due	one year	after date.
One Note for \$ 265.00	Due	Two 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.
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, Eddie Harris do hereby convey and warrant unto the said Wash Thurman forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lot 24 on the South side of Fulton Street West of the I.C.R.R. according to the map of said City prepared by George & Dunlap.

It is agreed by the said Thurman by the acceptance of this deed that he will keep the house on the above lot insured against loss by fire and tornado in a sum not less than \$500.00 of each, in a company acceptable to the said Harris, with the loss clause payable to the said Harris as his interest may appear.

It is further agreed that the said Thurman may pay the above notes at any time before maturity and on all such payments only the earned interest will be collected.

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 Thurman 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 Thurman or his assigns. The said Harris is entitled to the rents and shall pay the taxes on said property for the year 1926.

WITNESS my signature and seal, this 24th day of December A.D. 1926.  
 Eddie Harris (Seal)  
 (Seal)

STATE OF MISSISSIPPI,

Madison County,

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

in and for said County and State, Eddie Harris 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 24th day of December A.D. 1926.  
 (SEAL) Robert H. Powell, Notary Public.