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M. S. HILL

Filed for Record at 2:15 o'clock P. M., the 15

day of April 1925

To { Deed

Recorded the 15 day of April 1925.

LEWIS DOBSON

W.B. Jones, Chancery Clerk.

By D. C.

Prin. \$5000.00 at 6% &amp; exempt from taxation.

In Consideration of the sum of \$3500.00, Thirty-five hundred & No/100 Dollars, DOLLARS, cash in hand paid me by Lewis Dobson the receipt of which is hereby acknowledged, and of the further sum of \$5000.00, Five Thousand & No/100 DOLLARS, due me by him as is evidenced by his promissory notes of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ 5000.00 Due January 1st., 1926 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.  
 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, M. S. HILL do hereby convey and warrant unto the said Lewis Dobson forever, the following described real estate, lying and being situated in Canton, Madison County, State of Mississippi, to-wit:

Beginning on the North side of West Peace St., at the Southeast corner of Lot 18 as shown by the map of said City, prepared by George & Dunlap, and run thence East along the North side of said West Peace St., 49 ft., and 4 inches, to a stake, and thence North 200 ft., to a stake and thence West 49 ft., and 4 inches to a stake and thence South 200 ft., to the point of beginning.

The said Dobson by the acceptance of this deed hereby agrees to keep the buildings upon said property insured against loss by fire in a sum not less than \$3000.00 in an insurance company acceptable to said Hill, with the loss clause payable to said Hill or as his interest may appear.

The said Hill agrees that the said Dobson may pay the above note with earned interest at any time before maturity, or any part of said note with earned interest.

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 Dobson 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.I. 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 Dobson or his assigns. The said Dobson from this date is entitled to the rents and profits of the taxes on said property for the year 1925 shall be paid, 1/4 of same by M.S. Hill and 3/4 of same by Lewis Dobson.

WITNESS my signature and seal, this 4th day of March, A. D. 1925.

M. S. HILL (Seal)

\$8.50 revenue stamps attached & cancelled)

STATE OF MISSISSIPPI,

City of Canton

in and for said County and State.

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

M. S. HILL

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 4th day of April, A. D. 1925.

(Seal) Robt. H. Powell, Notary Public.

The Vendor's Lien retained herein is hereby satisfied & cancelled this the 16th day of Nov. 1925 M.S. Hill att'd W.B. Jones, Clerk