

W. E. Harrelld
To/W.D. and V.L.
Virgil L. Hayes

Filed for record the 18 day of Jan. 1933
at 2:15 o'clock P.M. and
Recorded the 23 day of Jan. 1933.
Aurie Sutherland, Clerk.
Cammie Parker, D.C.

IN CONSIDERATION of the sum of One Dollar, cash in hand paid me, by Virgil L. Hayes, the receipt of which is, hereby, acknowledged, and the further Consideration of the Nine Promissory Notes of said Virgil L. Hayes, of even date herewith, to-wit:

One Note; in the sum of \$193.75, due September 1, 1933;
One Note, in the sum of \$204.50, due January 15, 1934;
One Note, in the sum of \$446.29 due September 1, 1934;
One Note, in the sum of \$427.44, due September 1, 1935;
One Note, in the sum of \$408.58, due September 1, 1936;
One Note, in the sum of \$389.72, due September 1, 1937;
One Note, in the sum of \$370.86, due September 1, 1938;
One Note, in the sum of \$352.00, due September 1, 1939;
One Note, in the sum of \$333.14, due September 1, 1940;

each of said Notes bearing interest at six per centum per annum after maturity, and ten per centum additional as attorney's fees if placed in the hands of an attorney for collection after maturity, I,

W. E. HARREL

Hereby, Convey and Warrant unto the said
VIRGIL L. HAYES

the following described Lot or Parcel of Land, lying, being, and situated in the City of Canton, Madison County, Mississippi, to-wit:

A Lot on the South-east Corner of South Liberty and Hill Streets, fronting 70 feet on the East side of South Liberty Street and fronting 50 feet on the South side of Hill Street.

Being part of the Lot purchased by me from Sam Cain.

Also, the right to construct a Drive-way in front of the Lot immediately South of the Lot here conveyed on South Liberty Street so that the point where such Driveway connects with the present pavement on South Liberty Street shall be 20 feet South of a line extended West from the South Line of the Lot here conveyed. Grantor reserves the right of a joint use of such Driveway.

Grantees bind themselves and agree to construct a building on the Lot here conveyed, and to pay all costs of material and labor so as to have no lien on such building except as herein reserved. Construction of such building is agreed by Grantee to be begun with in twenty days from the date hereof and the building is to cost not less than \$300.00.

Failure of Grantee to pay any one of said Notes at maturity shall ipso facto cause all of said Notes to become due and payable at once, and Grantor may proceed to enforce the payment thereof as herein provided.

Failure of Grantee to comply with any agreement herein contained shall ipso facto cause all of said Notes to become due and payable at once, and Grantor may proceed to enforce the payment thereof as herein provided.

Payment of the aforesaid Notes shall be made in Gold, or Gold Currency, and Grantor shall have the right to refuse payment thereof except in Gold or Gold Currency regardless of any change, through any source, in the money system of the United States of America.

Grantee is to pay the taxes on said Lot for the year 1933.

To secure the payment of the aforesaid Notes and the performance of all agreements herein contained A VENDOR'S LIEN on the Lot here conveyed is, hereby, retained, and Grantee acknowledges a Vendor's Lien in the nature of a Mortgage with power of sale in R. E. Spivey, Jr., Trustee; and, in the event of the failure of Grantee to pay any one or all of said Notes when due, or to perform any or all of the agreements herein contained, the said R. E. Spivey, Jr., Trustee shall enforce same by a sale of the property here conveyed, by a public sale to the highest bidder for cash, between legal hours at the South Door of the Court House in Canton, Mississippi, after advertising the time, place, and terms of said sale by posting notice thereof at the South Door of said Court House and publishing same in a Newspaper published and having a general circulation in Madison County, Mississippi, for three weeks, all as provided by law for the sale of land under Deeds of Trust, and shall convey said property to the purchaser thereof at said sale by proper instrument of conveyance, and, out of the proceeds thereof, shall first pay the expenses of such sale, including ten per cent. attorney's fee, then pay the balance due under said notes to the holder thereof, and should any balance remain pay same to Grantee herein.

WITNESS my signature this, January 17th., 1933.

W. E. Harrelld,

STATE OF MISSISSIPPI:
Madison County,

Before me, the undersigned Authority, duly commissioned and qualified to take and certify Acknowledgements in and for said County and State, personally appeared the within named W. E. HARREL, who acknowledged that he signed and delivered the foregoing instrument of conveyance on the day and year therein written, and as and for his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, January 17th., 1933.

(SEAL) Meta Dinkins, Notary Public.

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Satisfied & Cancelled
This 18th day of March 1939
W.H. Hayes

Attest: a. C. Alsworth Clerk
By Mary Doherty, Jr.
2/18/1939.