

*Notes paid at maturity & Vendee  
Lien released Nov 17-22 Jno B. Howell & al.*

Jno. B. Howell, A.K. Foot  
& A.H. Cauthen  
To W.D. & V.L.  
A.H. Cauthen

attest  
W.B. Jones, Clerk  
say 17th Nov  
Nov 17-24

Filed for record this the 17th day of Nov. 1924

at 11:45 A.M.

Recorded 17th day of Nov. 1924

W.B. Jones, Chancery Clerk  
H.D. Lane, D.C.

Warranty deed with vendor's Lien. Prin of deferred payments \$53.25. Interest 6%, exempt.

In consideration of the sum of Twenty-six & 75/100 dollars cash in hand paid us by A.H. Cauthen the receipt of which is hereby acknowledged, and the further sum of Fifty-three & 25/100 dollars due us by said A.H. Cauthen, as is evidenced by his two promissory notes of even date herewith, due and payable to us or order, as follows viz:-

One note for \$26.60 due six months after date,  
One note for \$26.65 due Twelve Months after date,

each of said notes bearing interest after its respective date at the rate of 6% per annum, and 10% attorneys fees if placed in the hands of an attorney for collection after maturity, we, Jno B. Howell, A.K. Foot, and A.H. Cauthen, do hereby convey and warrant unto the said A.H. Cauthen forever, the following described real estate, to-wit:-

Lots 11-12- 13-& 14 in Block Three,

in "Center Terrace", a residence section lying East of and partially within the city limits of the City of Canton, in Sections 19 and 20, Township 9, Range 3 East, Madison County, Mississippi. Same being the place formerly owned by John B. Howell, A.K. Foot and A.H. Cauthen, and a plat of which was recorded in the Chancery Clerks office at Canton, Madison County, Mississippi, on the 2nd day of November, 1921.

This deed is made by us and accepted by the vendee upon the following express conditions, limitations and restrictions, to-wit:-

First. Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our assigns' option declare them all due and payable whether so by their terms or not, and sale can then be made of said property as hereinafter provided.

Second, to secure the payment of said notes we or our assigns hereby retain a vendor's lien upon said property, and the said grantee by the acceptance of this deed intends to make/acknowledge a lien upon said property in the nature of a mortgage, with the power of sale in us or our assigns, and we or our assigns may enforce said lien without recourse to the courts by a sale of said property, before the South door of the Court House in Canton, Miss.; at public auction, to the highest bidder, for cash, after having given three weeks' notice of the time and place of sale, by posting a written or printed notice thereof at the South door of the Court House in said County, and by publishing said notice for three consecutive weeks preceding said sale in a newspaper published in Madison County, Mississippi, and may convey the property as sold to the purchaser hereof by proper instruments of conveyance; and from the proceeds of said sale, we or our assigns shall first pay the costs and expenses of executing said sale, and secondly pay the indebtedness secured and intended to be secured by this deed to the owners thereof, and should any balance remain we or our assigns shall pay it over to the said grantee or his assigns.

Third. This deed is delivered and accepted upon condition that the title to the land conveyed herein shall immediately revert to the grantors in case it shall ever be sold, transferred or leased to any negro or negroes, or to any person for the use or occupancy of any negro or negroes, and upon the further condition that no building shall be erected on said land nearer to this street than twenty-five feet from inside line.

The Grantors shall pay the taxes for 1921.

Witness our signatures and seals, this the 5th day of November, 1921.

**MADISON** *Jno B. Howell (SEAL)*  
*A.K. Foot (SEAL)*  
*A.H. Cauthen (SEAL)*

**MISS.**

State of Mississippi,  
County of Madison,  
City of Canton,

Personally appeared before me, the undersigned authority in and for said City County and State, Jno B. Howell, A.K. Foot and A.H. Cauthen, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year mentioned therein as their act and deed for the purpose therein mentioned.

Witness my hand and official seal, this the 7th day of November, 1921.

(SEAL)

*C.C. Cauthen  
Mayor of the City of Canton*

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reinvest the proceeds in lands or other real estate, or other notes, bonds or securities to be held by the said V. Q. Ricks, in trust, under and in accordance with the provisions hereof.

It is my intention hereby to, and I do hereby, vest and clothe the said V.Q. Ricks, with full authority, in his discretion, from time to time, and as often as he may deem fit to convey, dispose of, or collect any lands, notes, bonds or other securities which he may at any time hold, in trust, in pursuance of this instrument, and to reinvest the proceeds in other lands, notes, bonds or securities to be held by the said V.Q. Ricks, in trust, and dealt with, as is hereby provided in respect to the lands this day conveyed and delivered to him, as aforesaid.

Should both of said children die before they arrive at age of 21 years, the said V. Q. Ricks, or his heirs shall own the property then in his possession under this trust, as his own in fee simple without any trust conditions.

The said V.Q. Ricks, shall not be in any manner liable for any error or mistake in judgment in connection with any sales or reinvestments, which he may make under the authority hereof.

I now revoke and annul the power heretofore given by me to the Peoples Savings Bank & Loan Company, of Vicksburg, Mississippi, and the instrument giving them power as to said lands is annulled, and I have delivered to said Bank, a copy of the foregoing.

Witness my signature this the 8th day of November 1924.

Fannie W. Johnson