

before the South Door of the Court House in Canton, Madison County, Mississippi, at public auction, to the highest bidder, for cash, after having given three weeks' notice of the time, terms, and place of sale, by posting a written or printed notice thereof at the South door of the Court House in said City and 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 so sold to the purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, the grantor or 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 said grantor or assigns shall pay it over to the said J.R.Love or his assigns. The said J.R.Love is entitled to the rents and shall pay the taxes on said property for the year 1922.

Witness my signature and seal this 11th day of April A.D. 1922.

(\$2.00 revenue stamp attached & cancelled)

C. S. Priestley.

State of Mississippi)

County of Madison)

Personally appeared before me a Notary Public in and for said County and State, C. S. Priestley 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 11th day of April, 1922.

(SEAL) J. A. Herron, Notary Public.

F. H. Ray, Jr
To/W.D. & V.L.
C. W. Miller

Filed for record the 11th day of Apr 1922 at 10 o'clock A.M.

Recorded the 15th day of Apr 1922

In consideration of the sum of Five Hundred & No/100 Dollars cash in hand paid to me by C. W. Miller the receipt of which is hereby acknowledged, and the further sum of Sixteen hundred & No/100 Dollars, due me by him as is evidenced by his 3 promissory notes of date Jan'y 11 1922, due and payable to me, or order, as follows:

One Principal note for \$533.33 due one year after date
One Principal note for \$533.33 due two years after date
One Principal note for \$533.33 due three years after date

Each of said notes bearing interest after its respective date at the rate of 6 per cent per annum, and 10 per cent attorney's fee, if placed in the hands of a lawyer for collection after maturity, I, F.H.Ray, Jr., do hereby convey and warrant unto said C. W. Miller forever the following described real estate, lying and being situated in the County of Madison and State of Mississippi, towit:-

The South half of the North East Quarter of the Northeast quarter, and the North half of the Southeast quarter of the Northeast quarter, all in Section Twenty, Township Nine, Range Three, East, and being the same lands conveyed to me by Annie E. Love by deed dated December 17th, 1921, and duly of record in the Chancery Clerks office of said County in record book ONE on page 577. The public road through said lands is excepted from this conveyance.

Should default be made in the payment of either of said promissory notes when due, the grantor or assigns can at their 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 provide for & secure the payment of said notes the grantor or assigns, hereby retain a vendor's lien upon said property and the said grantee or the grantee 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 grantor or assigns, and grantor may then 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, Madison County, Mississippi, at public auction, to the highest bidder, for cash, after having given three weeks' notice of the time, terms and place of sale, by posting a written or printed notice thereof at the South door of the Court House in said City and 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 so sold to the purchaser thereof by proper instruments of conveyance; and from the proceeds of said sale, the grantor or 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 said grantor or assigns shall pay it over to the said grantee or his assigns. The said grantee is entitled to the rents and shall pay the taxes on said property for the year 1922.

Witness my signature and seal this 29th day of March, A.D. 1922.

F. H. Ray, Jr

State of Mississippi)

County of Madison)

Personally appeared before me a Notary Public in and for said county and state, F.H.Ray, Jr who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein expressed, as his act and deed and for the purpose therein mentioned.

Witness my hand and official seal this the 29th day of March, 1922.

(SEAL) W. M. Vandell, Notary Public.
