

A. H. Cauthen
 F. H. Ray Jr.,
 To/ Deed
 S. H. Whisenton.
 Hattie S. Whisenton.

Filed for record on the 10th day of November 1923 at 4:30 o'clock P.M.
 Recorded on the 14th day of Nov. 1923.
 D.C. McCool, Clerk
 By A.O. Sutherland, D.C.

PRIN. OF DEFERRED PAYMENTS \$ 1550.00 INT. 6% EXEMPT:

In consideration of the sum of Fifty 00/100 Dollars, cash in hand paid us by S. H. Whisenton & Hattie S. Whisenton the receipt of which is hereby acknowledged, and of the further sum of Seventeen Hundred & Ninety Three (1793.00) 00/100 Dollars due us by said S.H. & Hattie S. Whisenton as is evidenced by their promissory notes of even date herewith, due and payable to us or order, as follows, viz:

One principal Note for \$200.00 due Jan. 1st 1924 after date.
 One Principal Note for \$270.00 due Jan. 1st 1925 after date.
 One Principal Note for \$270.00 due Jan. 1st 1926 after date.
 One Principal Note for \$270.00 due Jan. 1st 1927 after date.
 One Principal Note for \$270.00 due Jan. 1st 1928 after date.
 One Principal Note for \$270.00 due Jan. 1st 1929 after date.
 One Interest Note for \$ 81.00 due Jan. 1st 1925 after date.
 One Interest Note for 64.80 due Jan. 1st 1926 after date.
 One Interest Note for 48.60 due Jan. 1st 1927 after date.
 One Interest Note for 32.40 due Jan. 1st 1928 after date.
 One Interest Note for 16.20 due Jan. 1st 1929 after date.

each of said notes bearing interest after its respective maturity at the rate of 6% per annum, and 10 per cent attorney's fee, if placed in the hands of a lawyer for collection after maturity, A. H. Cauthem and F. H. Ray, do hereby convey and warrant unto the said S. H. Whisenton & Hattie S. Whisenton, forever, the following described real estate lying and being situated in the City of Canton, State of Mississippi, to-wit:

Beginning at an iron stake on the east margin of Cameron Street at the southwest corner of Lot No. 11 as shown by George and Dunlap's Map of Canton, Mississippi and made in 1898, and running thence east 200 feet along the south line of said lot No. 11 to an iron stake, thence north 138 feet to an iron stake, thence west 200 feet to an iron stake on the east margin of said Cameron Street, thence south along the east margin of said Cameron Street 138 feet to the point of beginning. Any or all of said principal notes or monthly payments may be paid at any time before maturity and should this privilege be exercised unearned interest will be cancelled. The grantees herein agree to carry \$1000.00 insurance for grantors on above property should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our or our assign's 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, and should foreclosure become necessary under the terms of this deed, grantors herein or their assigns may become the purchasers of said property at the foreclosure sale.

To secure the payment of said notes we and our assigns hereby retain a vendor's lien upon said property, and the said 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 us or our assigns, and we or our 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 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 purchasers thereof 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. The said grantee shall pay the taxes on said property for the year 1924.

Witness our signature and seal, this 9th day of November A.D. 1923.

A. H. Cauthen, (SEAL)
 F. H. Ray, Jr. (SEAL)

State of Mississippi
 Madison County

Personally appeared before me, the undersigned authority in and for said county and state, A. H. Cauthen & F. H. Ray Jr., who acknowledged that they signed, sealed and delivered the foregoing instrument of writing, on the day and year therein mentioned, as their act and deed and for the purpose reinstated.

Witness my hand and official seal, this the 10th day of Nov., A.D. 1923.

W. B. Whitney
 (SEAL) Notary Public

\$2.00 revenue stamp attached and cancelled.
