

Jno. B. Howell
Et Als
To / Deed
W. W. Cunningham.

abj

Filed for record on the 26th day
of August, 1922 at 3:15 o'clock
P.M.
Recorded on the 6th day of
September, 1922.
D. C. Mc Cool, Clerk.
By Lillian Holliday, D.C.

WARRANTY DEED WITH VENDOR'S LIEN.

PRIN. OF DEFERRED PAYMENTS \$ 213.00. INTEREST 6%, EXEMPT.

IN CONSIDERATION OF THE SUM OF One Hundred Seven & No/100 DOLLARS cash in hand paid us by W. W. Cunningham the receipt of which is hereby acknowledged, and of the further sum of Two Hundred Thirteen & 00/100 DOLLARS due us by said W. W. Cunningham, 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 \$106.50 Due Six Months after date,
One note for \$106.50 Due Twelve Months after date,
each of said notes bearing interest after its respective date at the rate of 6% per annum and 10% attorney's fees if placed in the hands of an attorney for collection after maturity, we, John B. Howell, A. K. Foot and A. H. Cauthen, do hereby convey and warrant unto the said W. W. Cunningham forever, the following described real estate, to-wit:

Lots 6 - 7 - 8 & 9 in Block One.

Lots in Block

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 Clerk's office at Canton, Madison County, Mississippi, on the 2nd day of November, 1921.

This deed is made by us and accepted by the vendor upon the following 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 or 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 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 by a sale of said property, before the South door of the Court House in Canton, Miss., at a 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 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.

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

The grantors shall pay the taxes for 1921.

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

A. K. Foot. (SEAL).

Jno. B. Howell (SEAL).

A. H. Cauthen (SEAL).

STATE OF MISSISSIPPI,
COUNTY OF MADISON,
CITY OF CANTON.

Personally appeared before me, the undersigned authority in and for said City, County and State, John 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 therein mentioned, as their act and deed for the purpose therein mentioned.

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

(SEAL).

.50¢ revenue stamp
attached and cancelled.

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