

State of Mississippi,  
Madison County.

Personally appeared before me, the undersigned authority in and for said County and State, the within named M. S. Hill, who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as and for his act and deed.

Given under my hand and official seal on this the 13th day of September, 1933.

My commission expires May 24, 1934.

(SEAL) M. E. Simpson, Notary Public

Amanda Powell Cheatham  
To W. D. & V. L.  
Dan Jones, Jr.,  
Leeberta Jones

Filed for record the 11th, day Sept.,  
1933, at 4 O'clock, P. M., and  
Recorded the 14th, day Sept., 1933.

Aurie Sutherland, Chancery Clerk,  
By Cammie Parker, Deputy Clerk

In consideration of the sum of Thirty & No/100 Dollars cash in hand paid me by Dan Jones, Jr., & Leebertah Jones the receipt of which is hereby acknowledged, and for the further sum of \$423.00 Four Hundred & Twenty-Three & No/100 Dollars due me by them as is evidenced by their six promissory notes of even date herewith, due and payable to my order, as follows, viz:

One note for \$10.00 due Sept. 9, 1933	after date
One note for \$15.00 due September 23rd, 1933	after date
One note for \$121.00 due Aug. 30, 1934	after date
One note for \$115.00 due Aug. 30, 1935	after date
One note for \$109.00 due Aug. 30, 1936	after date
One note for \$53.00 due March 3, 1937	after date

Each of said notes bearing interest after its respective maturity at the rate of six per cent. per annum, and 15 per cent. attorney's fee, if placed in the hands of a lawyer for collection after maturity, I, Amanda Powell Cheatham do hereby convey and warrant unto the said Dan Jones, Jr., & Leebertah Jones, husband and wife forever the following described real estate, lying and being situated in City of Canton, Madison County, State of Mississippi, to-wit:

A lot 150 feet by 65 feet in Adams Addition to the City of Canton, Miss., described as: Beginning at the north west corner of Lot 5 of Adams Addition to said City as shown by George & Dunlaps present map of said City and run thence East 150 feet, thence South 65 feet, thence west 150 feet to Adams Street, thence along said Adams Street 65 feet to the point of beginning, said lot having a frontage of 65 feet on said Adams Street and running back between parallel lines 150 feet.

I am the sole devisee and legatee of Milton P. Powell, deceased, who owned this property at the time of his death. This is no part of my homestead property. The grantees herein by the acceptance of this deed agree to keep the buildings upon said property insured against loss by fire and tornado in a sum not less than \$300.00 of each in a company acceptable to me with the loss clause payable to Amanda Powell Cheatham.

It is agreed that said grantees may pay any sum of money that they may desire upon this loan and they shall receive interest credits at the rate of 6% per year on all prepayments that they may make.

We or our, or I or my assigns may become the purchaser or purchasers at any sale made under this deed.

Should default be made in the payment of either of said promissory notes when due, then I or my assigns can in my or assigns' 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 secure the payment of said notes I and my assigns hereby retain a vendor's lien upon said property and the said Dan Jones, Jr., & Leebertah Jones, by the acceptance of this deed intends to make and acknowledged a lien upon said property in the nature of a mortgage, with power of sale in me or my assigns, and I or my 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 3 weeks notice of the time and place of sale, by posting a written or printed notice thereof at the Court House door in said County & by publication as is required by law as in case of sales of lands under D. F. and may convey the property so sold to the purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, I or my assigns, shall first pay the costs and expenses of executing said sale, and second, pay the indebtedness secure and intended to be secured by this deed to the owners thereof; and should any balance remain I or my assigns shall pay it over to the said grantees, or their assigns, the said Grantees are entitled to the rents and shall pay 1/3 of the taxes on said property for the year 1933 & the grantor shall pay the other 2/3 of the 1933 taxes.

Witness my signature and seal, this 30th., day of August, A. D. 1933.

(50¢) Revenue stamp attached and cancelled

Amanda Powell Cheatham

Filed Aug 30, 1935  
Cammie Sutherland, Clerk  
By H. Adams, Secretary, etc.

The first four of said notes being paid the last two are  
transferred to Nelson Cheatham, this 30th day of August, 1935.  
Amanda P. Cheatham

Said last 2 notes have been paid  
Nelson Cheatham 7/24/36