

John P. White
To/Deed
Mrs Elizabeth Lee Miller.

Filed for record the 22nd day of Nov
1921 at 4 o'clock P.M.
Recorded the 23rd day of Nov., 1921.

Know all men by these presents that John P. White in consideration of \$1.00 and other valuable consideration paid to him, the receipt of which is hereby acknowledged, has granted, bargained sold and conveyed and does by these presents grant, bargain sell and convey unto Mrs Elizabeth Lee Miller, all right, title and interest in and to certain oil, gas and mineral leases executed by various land owners in Madison County, Mississippi to W. B. Weiner, Tip Ray, and W. H. Powell, acting as trustee for the Madison County, Oil and Development Company, and by said Company assigned to John P. White; only insofar as said leases cover and apply to the following described land situated in Madison County, Mississippi, viz:-

"SE¹/₄ SW¹/₄ Sec. 31, T. 11, R. 3, East."

Witness my signature this, the 22 day of November 1921.

John P. White.

State of Mississippi)
Madison County)

Personally appeared before me, Nell Walker an acting, qualified Notary Public in and for said County and State, the within named John P. White, who acknowledged that he signed and delivered the above instrument on the day and year therein written.

Given under my hand and seal of office at Canton, Miss., this the 22nd day of November 1921.

(\$.90 fee paid)

(SEAL)

Nell Walker, Notary Public.

Jno. B. Howell, et als.
To/W.D. & V.L.
R. L. Cullipher Prin. of Deferred Payments
\$75.00. Interest 6%, Exempt.

Filed for record the 23rd day of
Nov., 1921 at 9 o'clock A.M.
Recorded the 23rd day of Nov., 1921.

In consideration of the sum of Thirty-Seven & 50/100 Dollars cash in hand paid us by R.L. Cullipher the receipt of which is hereby acknowledged, and of the further sum of Seventy-five & 00/100 Dollars due us by said R.L. Cullipher, 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 \$37.50 due Six months after date.
- One note for \$37.50 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 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 R.L. Cullipher forever, the following described real estate, to-wit:-

Lots 44-45 & 46 in Block Two.

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 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 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 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 there of 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 accrued 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 by any negro or negroes, and upon the further condition that no building shall be erected on said land nearer to 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.

(\$.50 revenue stamp attached & cancelled)

Jno. B. Howell, (Seal)
A. K. Foot, (Seal)
A. H. Cauthen, (Seal)