

Principal of Notes \$1800.00 at 6% & Dallas M. Ward filed Dec 5th 1925

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BEULAH O. MILLER
DALLAS M. WARD
MOSBY TULL LUMBER COMPANY

Filed for Record at 10:30 o'clock A.M., the 3
day of Dec. 1923
Recorded the 11 day of Dec. 1923
D.C. McCool Chancery Clerk.
By Lillian Holliday D.C.

In Consideration of the sum of One Thousand DOLLARS,
cash in hand paid by Beulah O. Miller by Mosby Tull Lumber Company the receipt of which is
hereby acknowledged, and of the further sum of Nineteen hundred & Sixty Two & No/100 DOLLARS,
due Beulah O. Miller by Mosby Tull as is evidenced by its two promissory notes of even date herewith,
due and payable to Beulah O. Miller order, as follows, viz:

One Note for \$1008.00	Due One year	after date.
One Note for \$ 954.00	Due Two years	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.

Each of said notes bearing interest after its respective maturity at the rate of six per cent per annum and ten per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity We, Beulah O. Miller & Dallas M. Ward do hereby convey and warrant unto the said Mosby-Tull Lumber Company forever, the following described

The City of Canton in real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning at the Northeast Corner of the intersection of Union Street with Academy Street on the East margin of Union and on the North margin of Academy Street and run thence East 200 feet along the north margin of Academy St., to a stake, and thence North 200 feet to a stake and thence west 200 feet to Union Street and thence south along the eastern margin of Union Street 200 feet to the beginning but when described with reference to the map of said City prepared by George & Dunlap it is lots 13 & 15, on the East side of Union St.

The said Mosby-Tull Lumber Co. is incorporated under the laws of the State of Mississippi.

The said Mosby-Tull Lumber Co. shall pay the paving and curb and side walk improvements and all other improvements assessed and to be assessed against said lots by the City of Canton, Mississippi.

State of Alabama
County of Mobile

City of Mobile: Personally appeared before me, S. P. Gilliard, a Notary Public in and for said City, County, and State, Dallas M. Ward, 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 30th day of November A.D. 1923.

S. P. Gilliard, Notary Public (SEAL)

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

Beulah O. Miller

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 Mosby Tull Lumber Company by the acceptance of this deed intends to make Beulah O. Miller and acknowledge 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 notice of the time and place of sale, by posting a written or printed notice thereof and by publication as is required for sales of land under deeds in trust at the Court House door in said County 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 secured and intended to be secured by this deed to the owners thereof; and should any balance remain her or my assigns shall pay it over to the said Mosby Tull Lumber Co. its assigns. The said Beulah O. Miller is entitled to the rents and shall pay the taxes on said property for the year 1923.

WITNESS our signature and seal S, this 27th day of November A.D. 1923

Beulah O. Miller

(Seal)

\$3.00 revenue stamp attached and cancelled.

Dallas M. Ward

(Seal)

New York
STATE OF MISSISSIPPI
New York } ss.
McCook County,

Personally appeared before me, C.J. Tyler
in and for said County and State, Beulah O. Miller
that she signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as her act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 27th day of November A.D. 1923

C.J. Tyler, Notary Public

Notary Public in and for said county Court filed in N.Y.
(SEAL) Co. No. 303 Reg. No. 4210 Commission expires March 30th 1924