

NOTE: THIS DEED OF TRUST R-RECORDED IN BOOKPAGE

A. J. Whitehead  
To/Deed of Trust  
W. E. Weileman

Filed for record the 5th day of March,  
1923 at 9 o'clock A.M.  
Recorded the 12th day of March, 1923.

D. G. McCool, Chancery Clerk  
A. O. Sutherland, D.C.

For and in consideration of Ten Dollars cash paid us and for the purpose of securing our promissory note of even date herewith for the sum of Thirty-three hundred (\$3300.00) dollars, payable to W.E. Weileman, or Bearer, one year after this date, providing for the payment of 6% interest, per annum, after maturity and for 15% atty's., fees if not paid when due, we hereby convey and warrant to Eugene Gerald, Trustee, Those lands situated in the County of Washington, State of Mississippi, described as follows, towit:

Lots Four and Five in Block D of the Millsaps Addition to the Town of Leland, Miss., and also those lands situated in the County of Madison, State of Mississippi, described as follows, towit:

Lots Twenty-one and Twenty-two in W.B.Jones North Addition to the town of Flora, Miss., and being the house and lot formerly occupied by W. W. Hodges and wife and by them sold to the Flora Commercial Co., and then transferred to A.J.Whitehead by deed recorded in the office of the Chancery Clerk of Madison Co., Miss., in Book No. One, page 78.

In trust however to secure the prompt payment of said note when due, and should we pay said note when due and comply with the other provisions of this trust then this instrument shall be null and void; but should we make default in the payment of said note when due or should we fail to comply with the other provisions herein with reference to taxes and insurance, then the holder of said note may declare all indebtedness due hereunder and the trustee then acting hereunder shall at the request of the holder of said note proceed to sell said land after having advertised a sale thereof in the manner and form and for the time provided and required by the Laws of this State, at public auction, for cash, to the highest and best bidder, during legal hours for Sheriff's sales under executions, in front of the building occupied at the time of sale by the U.S. Post-office in the Town of Leland, Miss. Out of the proceeds he shall pay all costs, then a Trustee's fee of 5% of the sale price, then any additional indebtedness due hereunder and the balance shall be paid to us, our heirs, assigns, or legal representatives.

We agree to pay when due all taxes and assessments levied against said lands and to keep the buildings thereon insured in a company and for an amount to be approved by the holder of said notes, with loss clause in said policy of insurance payable to the holder of said note as his interest may appear. Should we fail to pay said taxes, or should we fail to take out said insurance pay the premiums thereon and deliver the policy of insurance to be held with this instrument, then the holder of said notes may pay said taxes or assessments, or take out said insurance and pay the premiums thereon and all money paid out for either purpose shall bear eight per cent interest, be secured and its collection may be enforced in the same manner as said note is secured and its collection may be enforced.

The holder of said note may at any time and as often as desired appoint another Trustee in the place of the said Gerald, Trustee, or any succeeding Trustee, who shall possess all the powers and whose acts shall be as valid and binding upon us as if done by the Trustee named herein.

The note secured hereby may be assigned as often as desired without noting any such assignment of record and we for a valuable consideration waive to any holder thereof all rights we have under the Laws of this State to claim penalties for failure to note any such assignment of record in any county where these lands are situated.

Witness our signatures, this the 7th. day of February, 1923.

**Madison Co., Miss.**  
State of Mississippi))  
County of Washington))

A. J. Whitehead  
Laura Whitehead

Personally appeared before me, the undersigned authority in and for the town of Leland, said County and State, the within named A. J. Whitehead and his wife, Laura Whitehead, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year and for the purposes and considerations therein mentioned.

Witness my signature and seal of office, this the 8 day of February, A.D. 1923.

(SEAL) W. H. Grimes, J. P.

\*\*\*\*\*

Amelia M. Price  
To/Deed  
Rachel M. Price

Filed for record the 5th day of March, 1923,  
at 9 o'clock, A.M.  
Recorded the 12th day of March, 1923.

D. C. McCool, Chancery Clerk  
A. O. Sutherland, D.C.

This Indenture, made this Twenty-first day of February, A.D. 1920, between Amelia M. Price of the City and County of Milwaukee, State of Wisconsin party of the first part, and Rachel M. Price of the same place, party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Five Hundred Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part her heirs and assigns forever, the following described real estate, situated in the County of Madison and State of Mississippi towit:

Lot Numbered Four (4) in Block Numbered Thirty-six (36) Highland Colony as now laid down on plat filed and recorded in the office of the Chancery Clerk situated in the Highland Colony in the County of Madison in the State of Mississippi.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in