

J. W. Rogers Lumber Co.

By J. W. Rogers, Pres.

To } Deed

B. J. Kennedy

Filed for Record at 4:20 o'clock P. M., the 27

day of Jan. 1933

Recorded the 14 day of Feb. 1933

Aurie Sutherland, Chancery Clerk.

By Cammie Parker. D. C.

Prin. \$325.00 at 6%

In Consideration of the sum of One & No/100 DOLLARS, cash in hand paid US by B. J. Kennedy the receipt of which is hereby acknowledged, and of the further sum of \$364.02 Three Hundred & Sixty-four & 02/100 DOLLARS, due US by him as is evidenced by our promissory notes of even date herewith, due and payable to OUR order, as follows, viz:

One Note for \$ <u>127.83</u>	Due <u>one year</u>	after date.
One Note for \$ <u>121.34</u>	Due <u>two years</u>	after date.
One Note for \$ <u>114.85</u>	Due <u>three years</u>	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 15 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. we do hereby convey and warrant unto the said B. J. Kennedy forever, the following described

real estate, lying and being situated in Madison County, State of Mississippi, to-wit: Beginning at the Northwest Corner of the 10 acre tract sold to Ed Dickerson by R. F. Beck as shown by deed recorded in Book 4 on page 35 in the Chancery Clerk's office for Madison Co., Miss., and run East along the line between what was formerly known as Ed Dickerson's land and what was formerly known as Cliff Dowell's land 277 feet to an iron stake then run South 133.25 feet along a street or road-way dividing what was formerly known as the Ed Dickerson's land to an iron stake, thence run West 277 ft., to an iron stake in the line of R. A. Spruill's property then run North to the point of beginning, being a part of Lot 4 of the Estate of J. D. Hart as shown in Chancery Court cause No. 2115, the final decree and report of the Commissioners in said cause being duly recorded in Book AAA on Page 226 etc., and the plat being recorded on page 228 in said Book. The property conveyed herein has been pointed out and staked out by the Grantors to the Grantee.

This deed is executed by J. W. Rogers as President of J. W. Rogers Lumber Company of Canton, Miss., in accordance with resolutions duly passed by the Stock-holders and the Board of Directors of said Co., said resolutions being duly recorded on the minutes of said Company. We intend and do hereby convey the same property that was conveyed to us by Ella Glover by deed dated Feb. 10, 1931, said deed being duly recorded in Book No. 7 on Page 612 in said Clerk's office.

The said Kennedy by the acceptance of this deed agrees and promises to keep the buildings upon said property insured against loss by fire and tornado in a sum of not less than \$300.00 of each in a company acceptable to J. W. Rogers Lumber Company, with the loss clause payable to said Co.

It is distinctly understood and agreed that J. W. Rogers may become the purchaser at any sale made under this deed.

Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our 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 we and our assigns hereby retain a vendor's lien upon said property and the said Kennedy 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, 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 & by publication as is required by law as in case of sales of land under D.C. 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, we or our 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 we or our assigns shall pay it over to the said Kennedy or his assigns. The said Kennedy is entitled to the rents and shall pay the taxes on said property for the year 1933.

WITNESS our signature S and seal S, this 27th day of January, A. D. 19 33

(SEAL)

J. W. Rogers Lbr. Co. (Seal)

By J. W. Rogers, Prest. (Seal)

STATE OF MISSISSIPPI,
City of Canton, } ss.
Madison County,

Personally appeared before me, Robert H. Powell, a Notary Public, the within named J. W. Rogers, to me personally known, who being by me in and for said County and State, first duly sworn, did say that J. W. Rogers is President of the J. W. Rogers Lumber Company of Canton, Miss., and that the seal affixed to the above instrument is the corporate seal of said Corporation and that said instrument was signed, sealed and delivered on behalf of said Corporation by authority of its stock-holders and of its Board of Directors, and J. W. Rogers acknowledged that he signed, sealed and delivered said instrument of writing as the act and deed of said Corporation, and as his free act and deed as President of said Corporation.

Given under my hand and official seal this the 27th day of January, 1933.

(SEAL)

Robert H. Powell, Notary Public.