

A.C. Moore
Virginia Moore
To/ W.D. & V.L.
Sam Patterson To } Deed

Filed for Record at 9 o'clock A. M. the 26

day of October 1939

Recorded the 20 day of Oct. 1939

A.C. Alsworth Chancery Clerk

By Mary Doherty D. C.

Prin. \$450.00 at 6%

In Consideration of the sum of \$125.00, One Hundred & Twenty-Five & No/100 DOLLARS, cash in hand paid us by Sam Patterson the receipt of which is hereby acknowledged, and of the further sum of \$542.50, Five Hundred & Forty-Two & 50/100 DOLLARS, due us by him as is evidenced by his promissory notes of even date herewith, due and payable to our order, as follows, viz:

One Note for \$ 25.00	Due Nov. 17, 1939	after date.
One Note for \$139.50	Due One year	after date.
One Note for \$132.75	Due Two years	after date.
One Note for \$125.00	Due Three years	after date.
One Note for \$119.25	Due Four 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.

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, A.C. Moore, & Virginia Moore, husband and wife unto the said Sam Patterson forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

N 1/2 of SE 1/4 of Section three, Town, 7, Range one, East, Less

20 acres off west end thereof and Less 15 acres off of South end of our above land lying

west of the Jackson & Livingston public road, said 15 acres being mostly in woods, and Less

Five acres reserved by John Pitts in deed recorded in Book CQQ on page 22 thereof, and Less a grave yard 28 feet square below on said land.

The grantors & the Grantee have staked out the lands herein conveyed.

The said Patterson by the acceptance of this deed conveys to the said Moores his interest in any and all crops of cotton, corn, cotton seed and all other agricultural products raised or caused to be raised by him or any hands that he may employ during the years of 1940 to 1948, both inclusive, and all rents, issues and profits arising from or growing out of the property herein before described, during the existence of the indebtedness secured hereby.

(The said Moores have given liens on the above land along with liens on their other lands which we control and we hereby bind ourselves to release the land described herein from said liens as soon as the notes through the year 1942 have been paid, thus leaving only the last note for \$119.25 due.

Witness our signatures this Oct. 17, 1939.

Powell & Powell)

It is agreed that the said Patterson may pre-pay either of said notes at any time and all in earned interest will be deducted. If this lien is foreclosed as hereinafter provided then, we or our, or I or my assigns may become the purchaser or purchasers of said property, 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 my 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 ^{our} ~~we~~ and ~~my~~ assigns hereby retain a vendor's lien upon said property and the said Patterson 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 ^{our} ~~us~~ or ~~my~~ assigns; and ~~we~~ 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} ~~3 days~~ notice of the time and place of sale, by posting a written or printed notice thereof 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, ^{our} ~~we~~ 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 ^{our} ~~we~~ or ~~my~~ assigns shall pay it over to the said Patterson or his assigns. The said A.C. & Virginia Moore are entitled to the rents and shall pay the taxes on said property for the year 1939.

WITNESS our signatures and seals, this 17th day of October, A. D. 1939

A.C. Moore (Seal)

Virginia Moore (Seal)

STATE OF MISSISSIPPI,

ss. Personally appeared before me, the undersigned officer duly empowered to take & certify to acknowledgments, in and for said County and State, A.C. Moore & Virginia Moore, husband and wife, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 17 day of October, A. D. 1939

E.L. Drummond, Justice of the Peace

(No seal)