

VVV

The note described is to be paid \$20.00 on the first of each month, beginning October 1, 1923, for 21 months consecutively, and the balance on July 1, 1925. This note includes 10% on the face of same as agreed attorney's fees in case the same is placed in the hands of an attorney on default of payment or after maturity for collection.

To secure the payment of said note as set out, grantors herein retain and grantees herein acknowledge a vendor's lien on said land and improvements, and it is agreed that on default of any of the payments when due, as set out, that grantors herein or their assigns may advertise and sell said property without the necessity of any Court proceedings, and that they shall have the right to purchase said property at said sale.

It is agreed between grantors and grantees that grantors will pay two-thirds of taxes on said property for the year 1923, and grantees will pay one-third of said taxes, and that the taxes on said property for the years 1924 and 1925 shall be paid by grantees herein, and should they make default in the payment of any of the taxes undertaken to be paid by them, when due, grantors may pay the same and charge it as an additional indebtedness against grantees, and may enforce the repayment of same, together with 6% interest thereon in the same way and the same time as enforcement of the payment of the note is made.

Grantees are to keep the buildings on said property insured against loss by fire in a sum not less than \$1500.00 with an insurance company acceptable to grantors, with loss clause in said policy payable to grantors or their assigns, and should they make default in keeping said property so insured, and in paying the premiums for said insurance, grantors may insure the property and charge the premiums paid for such insurance against grantees; payment of same by grantees, together with 6% interest thereon, may be enforced in the same way and at the same time as payment of the note is made.

The above described property is now subject to two deeds of trust in favor of Mrs F. C. Howell, one dated July 19, 1922, recorded in Book BL page 174, and the other dated August 14, 1922, and recorded in Book BF page 525, and it is now stipulated as between the parties and Mrs F. C. Howell, or her assigns, that said cash now paid by grantees, and all payments hereafter to be made by them on said note are to be made to the said Mrs F.C.Howell and credited by her on the indebtedness due her by grantors herein, and that when said grantees have made full payment of their indebtedness as provided herein to said Mrs. Howell, that said property hereby conveyed to grantees shall be fully released and discharged from said liens by the said Mrs Howell or heir assigns, and the said Mrs Howell signs this deed indicating her assent to this stipulation, and for no other purpose.

Witness our signatures on this September 1, 1923.

N. D. Walker
Mrs Neta Walker
Mrs F. C. Howell

State of Mississippi)
Madison County)

This day personally appeared before the undersigned Notary Public in said County and State N. D. Walker, and his wife Mrs Neta Walker, and Mrs F. C. Howell, who each acknowledged that he and she had signed and delivered the above and foregoing instrument on the day and year therein mentioned as their act and deed.

Witness my signature and seal of office this 5th day of September, 1923.

(SEAL) G. J. Anderson, Notary Public.
My commission expires Jan. 13, 1925.

J. L. Ruhlin
To/Deed
P. F. Simpson

Filed for record the 14th day of Sept.,
1923 at 10 o'clock A. M.
Recorded the 17th day of Sept., 1923.

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

Whereas on October 23, 1919 by deed recorded in Madison County, Mississippi in record book 3Y, on page 334, I, J. H. Ruhlin, joined by my wife Mary Alice Ruhlin, conveyed to P.F. Simpson certain lands in Madison County, Mississippi described as:

All the S_{1/4} lying north and east of Bogue Chitto Creek, less 63 acres off the north end thereof, Sec. 23, Twp. 8, Range 2, west, containing 161 acres; also the SW_{1/4} less 31.7 acres off the north end, and the W_{1/2} of the W_{1/2} SE_{1/4}, less 7.93 acres off the north end, Sec. 24, Twp. 8, Range 2, west, containing 161.9 acres; and the NW_{1/4} less 2 acres in the SE corner of Sec. 30, Twp. 8, Range 1, west.

And whereas the balance of the purchase price due me for said land was secured by a deed of trust executed by P. F. Simpson on October 23, 1919 in the sum of \$10,156.00, which deed of trust is recorded in said County in record book B.H. on page 99;

And whereas it was my intention to convey to said P.F.Simpson, along with the lands aboveabove described, also the lands in Madison County, Mississippi described as the NE_{1/4} of Sec. 25, Twp. 8, Range 2, West;

Now therefore in order to correct this omission in said deed, I, J.L.Ruhlen, hereby convey and quit-claim to the said P. F.Simpson the lands in Madison County, Mississippi, described as the NE_{1/4} of Sec. 25, Twp. 8, Range 2, West.

It is understood however that this quit-claim deed shall in no way affect the lien which I or my assigns hold upon the lands here conveyed, said lien being evidenced by said deed of trust recorded in Madison County in record book B.H. page 99;

And a Vendors lien is hereby reserved upon the lands here conveyed to secure the payment of all unpaid notes mentioned in said deed of trust recorded in book B.H. page 99, which Vendors Lien shall remain in full force until the notes secured by said deed of trust have been paid in full and said deed of trust duly cancelled of record.

Witness my signature this the 1st day of August, 1923.

J. L. Ruhlin

State of California)
County of Santa Clara)

Personally appeared before the undersigned Notary Public in and for said County and State the within named J.L.Ruhlin, who acknowledged that he signed and delivered the foregoing instrument in writing on the day and year therein mentioned.

Given under my hand and official seal at office at Los Gatos, California this 7th day of September, 1923.

(SEAL) Neal McGready, Notary Public.
