

Vendors Lien Cancelled by Authority of PofA recorded on  
page 36, PofA Book #2, this June 3, 1939.

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A.C. Alsworth Clerk  
By Mary Doherty, d.

Nannie Eldridge Cheek  
To Deed W.D. & V.L.  
Frances VanLandingham Stewart

Filed for Record at 3 o'clock P.M., the 31st  
day of May 19239  
Recorded the 31 day of May 19239  
A.C. Alsworth Chancery Clerk  
By Mary Doherty D.C.

In Consideration of the sum of One Hundred and No/100 cash in hand paid me by Frances VanLandingham Stewart the receipt of which is hereby acknowledged, and of the further sum of Two Hundred and No/100 DOLLARS, due me by her as is evidenced by her promissory notes of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ 200.00 Due Sixty Days after date.  
One Note for \$ Due after date.

Each of said notes bearing interest after its maturity at the rate of six per cent. per annum, and / per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity I, Nannie Eldridge do hereby convey and warrant unto the said Frances VanLandingham Stewart forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Seventy (70) feet off of the east side of Lot Fourteen (14) on North side of Semmes Street when described with reference to the official map of the City of Canton, Miss., made in 1930 by Koehler and Keele, which map is on file in the City Clerk's Office of Canton, Miss., and the Chancery Clerk's Office of Madison County, Mississippi.

The lot herein conveyed when described with reference to George & Dunlap's map of the City of Canton made in 1898 is as follows, to-wit:  
Commencing at a point on the north margin of Semmes Street 70 feet westerly from the southwest corner of Lot 18, which point of beginning is the southwest corner of lot conveyed by E. F. Caldwell to Mattie and Katie Rutland by deed dated the 24th day of October, 1908, and of record in the Chancery Clerk's Office of said County in Book RRR, page 213, thence from said point of beginning north along the west line of said Rutland lot 207 feet more or less to the south line of a lot formerly known as the Presbyterian Church lot, thence along the south line of said Presbyterian Church lot west 70 feet, thence South parallel to the west line of said Rutland lot 207 feet more or less to the north margin of Semmes Street, thence easterly along the north margin of Semmes Street to the point of beginning.

I intend and do hereby convey, whether properly described or not, the same lot that was conveyed to me by Mattie Ella Sutherland on September 7, 1936, as shown by deed recorded in Deed Book 10 on page 297 thereof in the Chancery Clerk's Office of said County and reference to said deed is hereby specially made in aid and as part of the foregoing description.

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 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 Frances VanLandingham Stewart 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 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 3 weeks 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, 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 I or my assigns shall pay it over to the said grantee or her assigns. The said Frances VanLandingham/ is entitled to the rents and shall pay the taxes on said property for the year 1939.

WITNESS my signature and seal, this 20th day of April A.D. 1939

Mrs. Nannie Eldridge Cheek (Seal)  
(Seal)

STATE OF MISSISSIPPI,

Marion County, ss.  
Bolivar  
in and for said County and State,  
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 22 day of April A.D. 1939

Robert Raglan, Notary Public  
My Commission expires August 5, 1940

(seal)