

D. Levy
L. K. Levy
To/W. D. & V. L.
O. R. STEWART

PRINCIPAL OF DEFERRED PAYMENTS \$850.00.
INTEREST 6% EXEMPT.

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Filed for record the 3rd day of Nov.,
1926 at 12:25 o'clock P.M.
Recorded the 8th day of Nov., 1926.

W.B. Jones, Chancery Clerk
A.O. Sutherland, D.C.

In consideration of the sum of One (\$1.00) Dollar cash in hand paid us by O. R. STEWART, the receipt of which is hereby acknowledged, and of the further sum of ONE THOUSAND NINETY-SEVEN & 50/100 (\$1097.50) Dollars due us by said O.R. Stewart, as is evidenced by his six promissory notes of even date herewith, due and payable to our or order, as follows, viz:-

One Principal Note for \$116.00 due one year after date;
One Principal Note for \$112.10 due two years after date;
One Principal note for \$108.20 due three years after date;
One Principal Note for \$104.30 due four years after date,
One Principal note for \$100.40 due five years after date,

One Principal note for \$556.50 due six years after date,
each of said notes bearing interest after its respective maturity at the rate of 6% per annum, and 10 per cent attorney's fee, if placed in the hands of an attorney for collection after maturity, we, D. LEVY and L.K. LEVY, do hereby CONVEY AND GENERALLY WARRANT unto the said O. R. STEWART forever, the following described real estate lying and being situated in Madison County, State of Mississippi, towit:-

NE $\frac{1}{4}$ NW $\frac{1}{4}$ less 22 acres off the West side thereof, and
48.28 acres off the North end of W $\frac{1}{2}$ NE $\frac{1}{4}$, less 20 acres off
the East side thereof, ALL IN SECTION 2, TOWNSHIP 9, RANGE
4 EAST, consisting of 55.42 acres.

This conveyance is made subject to that certain oil and gas lease made by us to H.A. Harper, Trustee, on March 22, 1926, which lease is of record in Book CF, page 371, in the Chancery Clerk's office for Madison County, Mississippi.

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 O.R. 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 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 three weeks' notice thereof by posting said notice at the South Door of the Court House in said County, and by publishing said notices for three consecutive weeks preceding said sale in a newspaper published in Madison County, Mississippi, 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 secondly, 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 O.R. Stewart or his assigns. The grantor or his assigns may purchase at the foreclosure sale, in case of default.

The said D. & L. K. Levy are entitled to the rents and they shall pay the taxes on said property for the year 1926.

Witness our hands and seals, this the 19th day of October, 1926.

D. Levy, (SEAL)
L. K. Levy (SEAL)

State of Mississippi)

County of Madison)

Personally appeared before me, the undersigned authority in and for said County and State, L. K. LEVY, who acknowledged that he signed, sealed, and delivered the foregoing instrument of writing on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, this the 3rd day of November, 1926.

W. B. Jones, Chancery Clerk
(SEAL) BY, A. O. Sutherland, D. C.

State of Illinois)
County of Cook)
City of Chicago)

Personally appeared before me, the undersigned authority in and for said City, County, and State, D. LEVY, who acknowledged that he signed, sealed, and delivered the foregoing instrument of writing on the day and year therein mentioned as his act and deed.

Given under my hand and official seal, this the 27 day of Oct., 1926.

(SEAL OF J. H. McPherson,
NOTARY PUBLIC)