

C. L. Hogue  
Ida E. Hogue  
 To } Deed  
Thomas Miggins

Filed for Record at 12:35 o'clock P. M., the 4th  
 day of Dec 192 8  
 Recorded the 10 day of Dec 192 8  
W. B. Jones Chancery Clerk.  
 By A. O. Sutherland D. C.

In Consideration of the sum of One Hundred & Twenty-five DOLLARS,  
 cash in hand paid us by Thomas Miggins the receipt of which is  
 hereby acknowledged, and of the further sum of One Hundred & Six DOLLARS,  
 due C. L. Hogue by him as is evidenced by his one promissory notes of even date herewith,  
 due and payable to C. L. Hogue order, as follows, viz:

One Note for \$ <u>106.00</u>	Due <u>One year</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.
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, C. L. Hogue & Ida E. Hogue  
 unto the said Thomas Miggins do hereby convey and warrant forever, the following described  
 real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

E 1/2 SW 1/4 NE 1/4 of Sec 12, T 9 R 4 E

*Not a lien but a mortgage*  
Nov 12 1929  
C. L. Hogue

C. L. Hogue  
 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 here-  
 inafter provided.

To secure the payment of said notes I and my assigns hereby retain a vendor's lien upon said property and the  
 said Miggins 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  
 & by publication as is required by law for sales of land under Deed in Trust  
 at the Court House door in said County, and may convey the property so sold to the purchasers thereof by proper instruments of con-  
 veyance; 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 I or his assigns. The said Miggins  
 is entitled to the rents and shall pay the taxes on said property for the year 19 28

WITNESS our signature s and seal s, this 4th day of December, A. D. 19 28.

C. L. Hogue (Seal)

Ida E. Hogue (Seal)

STATE OF MISSISSIPPI,

Madison County,  
 City of Canton

in and for said County and State,

ss.

Personally appeared before me, R. H. Powell, a Notary Public in & for said City

C. L. Hogue & Ida E. Hogue Husband & 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 4th day of December, A. D. 19 28.

(SEAL)

Robt. H. Powell, Notary Public