

Dorothy O. Rogers

Filed for Record at 2:15 o'clock P. M., the 28

day of Aug. 1933

To ~~Dorothy~~ W.D. & V.L.

Recorded the 5 day of Sept. 1933

H. C. Trigg

Aurie Sutherland, Chancery Clerk.

Lenora Trigg

By D. O.

\$1800.00 at 6% and exempt from taxation.

In Consideration of the sum of One & No/100 DOLLARS,

cash in hand paid me by H. C. Trigg & Lenora Trigg, husband and wife the receipt of which is

hereby acknowledged, and of the further sum of \$1800.00 Eighteen Hundred & No/100 DOLLARS,

due me by them as is evidenced by their promissory notes of even date herewith,

due and payable to my order, as follows, viz:

One Note for \$1800.00 Due & payable at the rate of ~~six~~ \$20.00
 per month, beginning on October 1st, 1933 & on the first day of each
 month thereafter until sufficient payments have been made to re-pay the Principal
 sum of \$1800.00 together with 6% interest thereon per annum from this date.
 One Note for \$ Due after date.
 One Note for \$ Due after date.
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 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. I, Dorothy O. Rogers
 unto the said H. C. Trigg & Lenora Trigg, husband and wife do hereby convey and warrant
 real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

A lot facing the South side of North Street seventy feet and running back South between
 parallel lines one hundred feet and being the 70 ft., by 100 ft., lot just East of the
 lot conveyed by John Wohner on March 10, 1925 to Standard Oil Co., as shown by deed duly
 recorded in the Chancery Clerk's office for said County.

I intend and do hereby convey the same house and lot that has been recently
 occupied by Miss Tiny Parker and said lot has been staked out by the Grantor and the
 Grantees.

I hereby agree to allow to said Grantees at the end of every 12 months, interest
 credits at the rate of six per cent per annum on all payments which they make during
 said twelve months.

The Grantees by the acceptance of this deed agree to keep the buildings upon said
 lot insured against loss by fire and tornado in a sum not less than \$1500.00 of each in
 a company acceptable to me and with the loss clause payable to me and said Grantees
 further agree by the acceptance of this deed to pay when due all legal taxes assessed
 against the property described herein.

Said Grantees may pay any multiple of said \$20.00 on the first of any month.

The above described property is no part of my homestead property.

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 Triggs 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 as in case of sales of land under D.I.,
 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 Triggs or his assigns. The said Triggs
 are entitled to the rents and shall pay 1/3 of said property for the year 1933 and I will pay 2/3 of said taxes.

WITNESS my signature and seal, this 21st day of August A. D. 1933

Dorothy O. Rogers (Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County, ss. Personally appeared before me, the undersigned officer who is duly qualified
 to take and certify to acknowledgments, Dorothy O. Rogers who acknowledged
 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 day of August A. D. 1933

(SEAL)

E. L. Roberts, Jr., Notary Public.

Satisfy and Cancelled This 30th Aug 30 1938
 Attest & acknowledge this 30th Aug 1933
 Dorothy O. Rogers