

*Cancelled by re conveyance of the property
to me by deed filed for record 6/2/36
J. W. Rogers*

*Attest: June 29, 1936
A. C. Alworth, Chancery Clerk
by Mary D. Roberts, D.C.*

J. W. Rogers
To W.D. & V/L
Walter F. Williamson

Filed for record 9th day of November,
1934 at 12:15 O'clock P. M. and
Recorded the 24th day of November, 1934
Aurie Sutherland, Clerk
By Kathryn Garrett, D.C.

\$2650.00 Prin. at 6%

IN CONSIDERATION of the sum of One and NO/100 Dollars, cash in hand paid me by Walter F. Williamson the receipt of which is hereby acknowledged, and of the further sum of \$2650.00, Twenty-six Hundred & Fifty & No/100 Dollars, due me by him as is evidenced by his promissory note of even date herewith, due and payable to my order, as follows, viz:

One Note for \$2650.00 Due as follows:- \$25.00 on Dec. 1, 1934 and \$13.12 due on Dec. 31, 1934 and \$25.00 due on Jan. 1, 1935 and \$25.00 on the 1st., day of each month thereafter until sufficient payments of said sum have been made to repay the said Rogers or his assigns the principal sum of \$2625.00 together with 6% interest per annum thereon from Jan. 1, 1935 and the interest and the taxes and the insurance premiums shall be paid by the said Williamson annually in addition to the said monthly payments.

The said Williamson shall receive at the end of every 12 months interest credits at the rate of 6% per annum on all payments which he makes during said 12 months, and said interest credits shall be credited on this note.

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 fee, if placed in the hands of a lawyer for collection after maturity, I, J. W. Rogers do hereby convey and warrant unto the said Walter F. Williamson forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning at an iron stake in the eastern boundary line of Monroe Street at the North west corner of the E. V. Spruill land and at the South west corner of Gustav Hansen's residence lot and run thence North along the Eastern edge of said Monroe Street 65 feet to an iron stake and then run East 122 feet more or less to a wire fence now on said Hansen Lot and then run South 65 feet to the said Spruill land and then run West to the point of beginning.

The said lot has been pointed out by the said Rogers to the said Williamson

The said Rogers hereby agrees and binds himself to pay to Lida C. Rice & Nella C. Imlay all of the money that he receives from the said Williamson each year as they have a Deed in Trust on the above lot recorded in Book C. Q. on page 88 in the Chancery Clerk's office for said County for about \$2000.00, or the said Williamson may make said monthly payments each month to George W. Covington, who has agreed to accept the same and pay the same over to his daughters named above, until their loan has been paid.

The said Williamson by the acceptance of this deed agrees to keep the building upon said property insured against loss by fire and tornado in a sum not less than \$2500.00 of each in a company acceptable to the said Rogers with the loss clause payable to W. H. Powell, Trustee, and the said Williamson further promises to pay when due all legal taxes assessed against said property, except the taxes for the year 1934, and should he not keep said property insured as aforesaid or should he fail to pay said Taxes as aforesaid, then the said Rogers can in his option insure said property or pay said taxes and the sums of money so paid out shall be and are hereby secured by this instrument upon said property hereby conveyed and such moneys shall bear interest from the time of such payments at the rate of six per cent per annum.

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

We or our or I or my assigns may become the purchasers 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 herein-after provided:

To secure the payment of said notes I and my assigns hereby retain a vendor's lien upon said property and the said Williamson 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 & by publication as is required by law as in case of sales of lands under D.T., 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 secure 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 Williamson or his assigns. The said Rogers is entitled to the rents and shall pay the taxes on said property for the year 1934.

Witness my signature and seal, this 8th., day of November, A.D. 1934.

\$3.00 in Revenue stamps herewith attached
and cancelled.

J. W. Rogers

(SEAL)

STATE OF MISSISSIPPI

Madison County

Personally appeared before me, Robert H. Powell, A Notary Public in and for said County and State, J. W. Rogers 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, and for the purpose therein expressed.

Witness my hand and official seal, this the 8, day of November A.D. 1934.

(SEAL)

Robert H. Powell, Notary Public