

STATE OF MISSISSIPPI.
COUNTY OF MADISON.

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

Given under my hand and official seal, this the 25th day of May, 1932.

Aurie Sutherland, Chancery Clerk.
By Cammie Parker, D.C.

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Eliza S. Cheek,
To/W.D. & V.L.
Lucy W. Jackson

Filed for record the 23 day of April, 1932
at 12:15 o'clock P.M. and
Recorded the 27 day of May, 1932.
Aurie Sutherland, Clerk.
Cammie Parker, D.C.

PRINCIPAL OF DEFERRED PAYMENTS \$1000.00.

IN CONSIDERATION of the sum of One (\$1.00) Dollars, cash in hand paid me by Lacey W. Jackson, the receipt of which is hereby acknowledged, and of the further sum of Thirteen Hundred (\$1300.00) Dollars due me by said Lacey W. Jackson, as is evidenced by his six promissory notes of even date herewith, due and payable to my or order, as follows, viz:-

One Principal & interest note for \$160.00 due October 1, 1931 after date.
One Principal & interest note for \$154.00 due October 1, 1932 after date.
One Principal & interest note for \$148.00 due October 1, 1933 after date.
One Principal & interest note for \$142.00 due October 1, 1934 after date.
One Principal & interest note for \$636.00 due October 1, 1935 after date.
One Interest Note for \$ 60.00 due October 1, 1930 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, I, Eliza S. Cheek, do hereby convey and warrant unto the said Lacey W. Jackson forever, the following described real estate lying and being situated in Madison County, State of Mississippi, to-wit:

W¹ SW¹, Section 6, Township 9, Range 5 East, containing approximately 97.6 acres.

The above described notes are hereby declared by the parties hereto to be in the nature of rent notes for the years in which each matures and secured by a lien on the agricultural crops in the nature of a landlord's lien.

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 them 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 Lacey W. Jackson 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 three weeks' notice thereof by posting said notice at the South Door of the Court House in said County, and by publishing said notice 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, I or my 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 I or my assigns shall pay it over to the said Lacey W. Jackson or his assigns. The grantor or his assigns may purchase at the foreclosure sale in case of default.

The said Eliza S. Cheek entitled to the rents and she shall pay the taxes on said property for the year 1929.

Witness my hand and seal, this the 28th day of September, 1929.

Eliza S. Cheek (Seal)

State of Tennessee.)
County of Shelby
City of Memphis.)

Personally appeared before me, the undersigned authority in and for said City, County and State, Eliza S. Cheek, who acknowledged that she signed, sealed, and delivered the foregoing instrument of writing on the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, this the 1st day of October, 1929.
(SEAL) W. E. Atkinson, Notary Public.

My Commission Expires Oct. 18th, 1932.

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