

Venore Lien satisfied & cancelled by
Affidavit of Plaintiff recorded in book
141, page 122.

Eliza S. Cheek
To/ W. D. & V.L.
Pat S. Brown

By Mary Deherty, Jr.
11/10/1941

A.C. Alsworth, Chamber Clerk

Filed for record on the 15th day of
Dec., 1923 at 10:30 o'clock A.M.
Recorded on the 20th day of Dec. 1923.
D.C. McCool, Clerk
By A.O. Sutherland, D.C.

PRIN. OF DEFERRED PAYMENTS \$1250.00 INT. 6%. EXEMPT:

In consideration of the sum of One Dollar cash in hand paid me by Pat S. Brown, the receipt of which is hereby acknowledged, and of the further sum of Dollars, due me by said Pat S. Brown, as is evidenced by his promissory notes of even date herewith, due and payable to me or order, as follows, viz:

One Principal Note for \$100.00 due December 1, 1924 after date.
One Principal Note for \$100.00 due December 1, 1925 after date.
One Principal Note for \$100.00 due December 1, 1926 after date.
One Principal Note for \$100.00 due December 1, 1927 after date.
One Principal Note for \$100.00 due December 1, 1928, after date.
One Principal Note for \$750.00 due December 1, 1929 after date.
One Interest Note for \$ 75.00 due December 1, 1924 after date.
One Interest Note for \$ 69.00 due December 1, 1925 after date.
One Interest Note for \$ 63.00 due December 1, 1926 after date.
One Interest Note for \$ 57.00 due December 1, 1927 after date.
One Interest Note for \$ 51.00 due December 1, 1928 after date.
One Interest Note for \$ 45.00 --- December 1, 1929 -----

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 a lawyer for collection after maturity, I, Eliza S. Cheek, Unmarried, do hereby convey and warrant unto the said Pat S. Brown, forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

E¹ NW¹ Section 6, Township 9 North, Range 5 East.

estimated by Government survey to contain 97.6 acres.

All, or any part, of the principal sum herein may be paid, with all accrued interest, at any interest paying date, and should this be done, all unearned interest shall be cancelled.

Should default be made in the payment of either of said promissory notes when due, then I or my assigns can in my or my assign's 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. And should foreclosure become necessary under the terms of this deed, grantors herein or their assigns may become the purchasers of said property at the foreclosure sale.

To secure the payment of said notes I and my assigns hereby retain a vendor's lien upon said property, and the said grantee 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 of the time and place of sale, by posting a written or printed notice thereof 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 as sold to the purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, I, or 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 grantee or his assigns. The said grantor is entitled to the rents and shall pay the taxes on said property for the year 1921.

Witness my signature and seal, this 1st day of December A.D. 1922.

Eliza S. Cheek

(SEAL)

State of Mississippi
Clarke County

Personally appeared before me, the undersigned authority in and for said county and state, & Town of Enterprise, Eliza S. Cheek, Unmarried, 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 and for the purpose therein stated.

Witness my hand and official seal, this the 3rd day of February A.D. 1923.

(SEAL)

Wm. M. Estes, Notary Public
My commission expires 11/8/1925

\$1.50 revenue stamp
attached and cancelled.
