

The Notes secured by the Vendor's Lien reserved in this deed were on Aug 1-1936 transferred to J.N. Conway

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Attest: A. C. Alworth, clerk

By Lucile Sims, D.C.

8/3/36

W. H. Powell

Filed for Record at 4:30 o'clock P.M., the 16th

day of January 1935

Recorded the 25th day of January 1935

Aurie Sutherland, Chancery Clerk

By Kathryn Garrett, D. C.

Principal \$681.00 at 6% Per Annum

In Consideration of the sum of One DOLLARS, cash in hand paid me by Smith Conway the receipt of which is hereby acknowledged, and of the further sum of Eight Hundred & Twenty Four 24/100 DOLLARS, due me by him as is evidenced by his six promissory notes of even date herewith, due and payable to order, as follows, viz:

One Note for \$ 154.56	Due One year	after date.
One Note for \$ 147.55	Due Two years	after date.
One Note for \$ 140.44	Due Three years	after date.
One Note for \$ 133.93	Due Four years	after date.
One Note for \$ 127.12	Due Five years	after date.
One Note for \$ 120.31	Due Six years	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 6 per cent. per annum, and 15 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity I, W. H. Powell do hereby convey and warrant unto the said Smith Conway forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning at northwest corner of NE 1/4 Section 2, T. 9, R. 3, E. thence running East 8 1/3 chains thence south 59.70 chains thence west 8 1/3 chains thence north 59.70 chains to beginning also E 1/2 SE 1/4 NW 1/4 Sec. 2, T. 9, R. 3, E. but the acreage shall not exceed 69.83 acres regardless of the above metes and bounds, also a perpetual right of way thirty feet wide across the south end of the land of Kate C. Howell which shall run with the land until the main highway from Canton to Sharon shall change so as to run through the said land of Blackman.

the said Smith Conway shall fail to pay either of said notes as they fall due, then by the acceptance of this deed he agrees to pay the sum of \$100.00 for such year as a rental for the use of such land for such years and the said Grantor shall have a lien upon the crops that may be raised upon said lands for such \$100.00 and the said Smith Conway by the acceptance of this deed agrees to the foregoing provisions.

Should this lien be foreclosed as it is hereinafter provided then I can become the purchaser of said land at such sale made by me or my assigns

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 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 Conway 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 provided by law when land is sold 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 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 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 Conway or his assigns. The said Conway

is entitled to the taxes on said property for the year 1934. but I shall be entitled to

WITNESS my signature and seal, this 4 day of January, A. D. 1934 rents upon the conditions hereinbefore stated. W. H. Powell (Seal)

\$1.00 in Revenue Stamps attached and cancelled. (Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, Robert H. Powell, A Notary Public

in and for said County and State, W. H. Powell 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 4th day of January, A. D. 1934

Robert H. Powell

Notary Public

(SEAL)

The Vendor's Lien Reserved in this deed is satisfied and cancelled this Aug 3-1936

Attest: A. C. Alworth, clerk
By Lucile Sims, D.C.
8/3/36