

J. H. Burrage,
To/ W. D.
Ed Swaggard.

Filed for record on the 15th day of
February 1922 at 1 o'clock P.M.
Recorded on the 21st day of Feb. 1922.

IN CONSIDERATION of the assumption by Ed. Swaggard of the Government Loan now existing upon the lands hereinafter described, and further consideration of the notes executed and delivered by Ed Swaggard for \$3000.00 secured by deed of trust of even date herewith, I, J. H. Burrage, hereby convey and warrant to the said Ed. Swaggard the following described lands, lying and being situated in the County of Madison and State of Mississippi, to-wit:

S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 4, Twp. 7, Range 2 East, less and excepting therefrom the Railroad and public road right of ways.

The Warranty herein made is subject to said Government Loan, which Government Loan said Swaggard assumes as a part of the consideration for this deed. The Warranty is also subject to a deed of trust executed by me this date to secure L. P. Hossley in the sum of \$1500.00 but I here contract and agree to pay said \$1500.00 loan in full, and I further agree that all moneys paid me by Ed Swaggard on the purchase price of the lands here conveyed shall be applied by me to the payment of said \$1500.00 unless I shall have paid some in full before the said Swaggard pays me any money. As a further consideration for this deed the said Swaggard hereby contracts and agrees as follows:

That should he sell the lands here conveyed for more than \$4500.00, at any time before he has paid the balance of the unpaid purchase price mentioned in above deed of trust, then any amounts above \$4500.00 received by the said Swaggard, shall be divided equally between myself and Ed. Swaggard. The \$4500.00 sale price just mentioned includes the existing Government Loan, and the said Burrage retains the lien on said land to protect him in his 1/2 of any excess above \$4500.00, which said lands may be sold for during the term of this agreement.

The grantor is to pay the taxes on said property for the year 1922 and Ed. Swaggard is to pay the taxes for the year 1923.

Witness my signature on this the 10th day of Feb., 1922.

J. H. Burrage.

State of Mississippi,
County of Madison,
City of Canton.

Personally appeared before me, a Notary Public, in and for said City, County and State, the within named, J. H. Burrage, who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal this the 10 day of Feby. 1922.

Tip Ray, Notary Public

\$5.00 revenue stamp attached
and cancelled.

\$1.00 fee paid.

J. Wohner, Sr.,
L. P. Hossley,
To/ DEED
Madison County, Miss.

Filed for record on the 20th day of
February 1922 at 5 o'clock P.M.
Recorded on the 21st day of Feb. 1922.

For and in consideration of the sum of One Dollar, cash in hand paid us, the receipt whereof is hereby acknowledged, we, John Wohner Sr., and L. P. Hossley, hereby convey and warrant to Madison County, Mississippi, the following described land situated insaid Madison County, Miss.,

A strip of land 50 feet wide, starting at public road near Chestnut Creek, and run thence in Southwesterly direction through SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 11, T. 10, R. 3, East.
Witness our signatures this the 20 day of February, 1922.

J. Wohner, Sr.
L. P. Hossley.

State of Mississippi)
County of Madison)

Personally appeared before me, D. C. McCool, Chancery Clerk in and for the aforesaid county and state, John Wohner Sr., and L. P. Hossley, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal of office on this the 20th day of February 1922.

(SEAL)

D. C. McCool, Chancery Clerk
A. O. Sutherland, D. C.

85¢ fee paid.
