

The vendors lien in this deed is hereby
Canceled by Authority of Ref. from
B. M. Furlan & Received in Book - Page -
Canton July 11-1934 ✓✓✓ Judge S. H. Smith
By Cammie Parker, D.C.

L. S. Lockett, Sarah Lockett Hart,

Rogena Lockett Smith and Georgia Semmes

Lockett To } B. M. Furlan & V. L.

Jesse Roberts

Ida Roberts

Filed for Record at 3:30 o'clock P. M., the 19th,
day of October, 1929
Recorded the 21st day of October 1929
W. E. Jones Chancery Clerk
By Cammie Parker D. C.

Prin. \$705.00 at 6%

In Consideration of the sum of

One Hundred & No/100

DOLLARS,

cash in hand paid us by Jesse Roberts and Ida Roberts, the receipt of which is
hereby acknowledged, and of the further sum of 831.90 Eight Hundred & Thirty-One & 90/100 DOLLARS,
due us by them as is evidenced by their five promissory notes of even date herewith,
due and payable to our order, as follows, viz:

One Note for \$	183.30	Due	one year	after date.
One Note for \$	174.84	Due	two years	after date.
One Note for \$	166.38	Due	three years	after date.
One Note for \$	157.92	Due	four years	after date.
One Note for \$	149.46	Due	five 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.
One Note for \$		Due		after date.

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 fees, if placed in the hands of a lawyer for collection after maturity. We do hereby convey and warrant unto the said Jesse Roberts and Ida Roberts, husband and wife forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning on Section line between Sections 29 and 30, 220 yards North of Southwest corner of SW $\frac{1}{4}$ of Section 29 and running thence North 655 yards to Northwest corner of SW $\frac{1}{4}$ thence East 70 yards, thence South 655 yards thence West 70 yards to point of beginning in Section, 29, Township 10, Range 5 East. Also 15 acres out of Northeast corner of Lot 2 W. B. L. in Section 29, T. 10, R. 5, E. Also the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 30, T. 10, R. 5 E.

We hereby declare that we are all the heirs at law of L. S. Lockett, deceased, and all of his debts have been paid.

We reserve the right to prepay any of said notes at the maturity of either and in case we should do so all unearned interest shall be deducted.

Should default be made in the payment of either of said promissory notes when due, then ~~I~~ ^{we} ~~or~~ my assigns can in ~~our~~ 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 ~~we~~ ^{our} and ~~my~~ assigns hereby retain a vendor's lien upon said property and the said ~~Roberts~~ 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 ~~us~~ or my assigns, and ~~we~~ 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, and may convey the property so sold to the purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, ~~we~~ ^{my} 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 ~~we~~ ^{my} or my assigns shall pay it over to the said ~~Roberts~~ or his assigns. The said ~~Locketts~~ are entitled to the rents and shall pay the taxes on said property for the year 1929.

WITNESS our signature S and seal S, this 14th, day of October, A. D. 1929

L. S. Lockett Georgia Semmes Lockett (Seal)

Rogena Lockett Smith Sarah Lockett Hart (Seal)

STATE OF MISSISSIPPI,

ss. Madison County, Personally appeared before me, Robert H. Powell, a Notary Public in and for said city of Canton and state of Mississippi, L. S. Lockett, Sarah Lockett Hart, Rogena Lockett Smith, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 16 day of October, A. D. 1929

Robt. H. Powell

(SEAL)

Notary Public