

622
Attack 10/12-29
W.B. Jones
Clerk

Dec 12-1929
Accepted as Judgments released

A. H. Cauthen
To W.D. & V.L.
J. W. Broom

Filed for record the 1st day of Febry
1927 at One o'clock P.M.
Recorded the 3rd day of Febry., 1927.

Prin. of Deferred Payments 645.35 Int. 6 Per
Cent.

W. B. Jones, Chancery Clerk
A. O. Sutherland, D. C.

In consideration of the sum of \$154.66 Dollars cash in hand paid me by
J. W. Broom, the receipt of which is hereby acknowledged and of the further sum of
SEVEN HUNDRED AND SIXTY ONE 55/100 Dollars due me by said J. W. BROOM as is evidenced by
5 promissory notes of even date herewith, due and payable to me or order, as follows,
viz:-

- One principal note for \$167.79 due Jan 19th 1928 after date
- One principal note for \$160.05 due Jan 19th 1929 after date
- One principal note for \$152.31 due Jan 19th 1930 after date
- One principal note for \$144.57 due Jan 19th 1931 after date
- One principal note for \$136.83 due Jan 19th 1932 after date

each of said notes bearing interest after its respective maturity at the rate of 6 per
cent per annum, and 10 per cent attorney's fee, if placed in the hands of a lawyer for
collection after maturity, I, A. H. Cauthen do hereby convey and warrant unto the said
J. W. BROOM forever, the following described real estate lying and being situated in
Madison County, State of Mississippi, to wit:-

W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 7 T 9 Range 5 East

It is distinctly understood that none of the oil and mineral rights are
sold by this deed and all rights, powers and privileges for the development of same is
retained by the owners thereof with power to develop at any time they may desire free
of all cost to them. This deed is also subject to a R.R. Right of way owned by Pearl
River Valley Lumber Co., now of record in Chancery Clerk's office of Madison County,
Miss.

Should default be made in the payment of either of said promissory notes
when due, then I or my assigns can in my or 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. To secure the payment of said notes I or my assigns hereby re-
tain a vendor's lien upon said property and the said J. W. Broom 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 notice thereof at the south door of the Court House in Canton,
Mississippi, 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 purchaser thereof by proper instruments of conveyance; and from the
proceeds of said sale, I, or my assigns shall first pay the cost and expenses of
executing said sale, and secondly pay the indebtedness secured and intended to be
secured by this deed to the owner thereof, and should an balance remain I or my
assigns shall pay it over to the said J. W. Broom or his assigns. The grantor or his
assigns may purchase at the foreclosure sale in case of default. The said J. W. Broom
is entitled to the rents and shall pay the taxes for the year 1927.

Witness my signature this the 19th day of Jan., 1927.

A. H. Cauthen,

State of Mississippi)
County of Madison)

Personally appeared before me W. B. Jones, Chancery Clerk in and for said
County and State, A. H. Cauthen, who acknowledged that he signed and sealed and deliv-
erer the foregoing instrument of writing on the day and year mentioned therein as
his act and deed and for the purposes therein expressed.

Witness my hand and official seal, this the 19th day of Jan., 1927.

(SEAL)

W. B. Jones, Clerk
BY, H. D. Lane, D.C.

W. J. Ewing
Jenie Ewing
To W.D.
O. B. Groves

Filed for record the 27th day of Jan
1927 at 1:30 o'clock P.M.
Recorded the 4th day of Febry., 1927.

W. B. Jones, Chancery Clerk
H. D. Lane, D.C.

That we, W. J. Ewing and wife Mrs Jennie Ewing for and in consideration
of One Hundred (\$100.00) Dollars to us in hand paid do hereby grant, bargain, sell,
convey and warrant to O. B. Groves the following described land and property in
Madison County, Miss., to wit:-

About 2 acres of land in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 24, Township 10, North
Range 5 East being South of the Canton and Carthage Highway, and described as follows,
to wit:- Begin at a point 35 yards North of the Southeast corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$
Sec. 24, T. 10, R. 5, and run in a Western direction to Culvert on the South side of
the said Canton and Carthage Highway, then run in an Eastern or Northern direction along
the South side of said Highway to the line between Madison County and Leake County or
East side of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 24, T. 10, R. 5, and then run South along said line to
the point of beginning, being a part of the land purchased by W. J. Ewing from J. L.
Wilbank and wife Esther Wilbanks.

Witness our hand and seal this the 12th day of January, 1927.

W. J. Ewing
Jenie (her x mark) Ewing

Filed