

V. V. V.

The above described interest notes are hereby declared by the parties hereto to be in the nature of rent notes for the years in which each matures and secured by a lien on the agricultural crops in the nature of a landlord's lien.

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 herein-after provided.

To secure the payment of said notes, I and my assigns hereby retain a vendor's lien upon said property, and the said Sue Pickett 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 assale 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 thereof by posting said notice 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 so sold to the purchasers thereof by proper instrument 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 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 Sue Pickett or her assigns. The grantor or his assigns may purchase at the foreclosure sale, in case of default.

The said grantor is entitled to the rents and she shall pay the taxes on said property for the year 1926.

Witness my hand and seal this the 29th day of October, 1926.

Eliza S. Cheek, (SEAL)

State of Mississippi)  
County of Clarke :  
City of Enterprise )

Personally appeared before me, the undersigned authority in and for said County and State, 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.

Given under my hand and official seal, this the 12th day of November, 1926.

(SEAL)

Jno. L. Buckley,  
Notary Public for the Town  
of Enterprise, Clarke County,  
Miss.

Ruby B. Barrett  
To/W.D.  
E. L. Barrett

Filed for record the 11th day of  
Oct., 1927 at 10:40 o'clock A.M.  
Recorded the 11th day of Oct., 1927.

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

This Indenture, made 26th day of September, A.D. 1927, between Ruby B. Barrett of the first part and E. L. Barrett of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of \$1.00 And other valuable consideration Dollars to cash in hand paid by said party of the second part, the receipt whereof is acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey to party of the second part her heirs and assigns, that certain tract of land situated in Madison County, and State of Mississippi, known and described as follows:

West half (W $\frac{1}{2}$ ) of North West Quarter (NW $\frac{1}{4}$ ) Section Twenty Eight (28) Township Twelve (12) Range Five East (R 5 E) containing Eighty (80) acres. In Madison County, Mississippi. Known as the R.C. Mitchell Place.

together with appurtenances to said premises belonging and all estate, title and interest, both at law and in equity of the party of the first part in the same, to have and to hold the said granted premises, with the appurtenances unto the party of the second part heirs and assigns forever, in fee simple and said party of the first part for her heirs executors and administrators, do hereby covenant and agree with the said party of the second part heirs and assigns that the said party of the first part shall forever warrant and defend the title of said premises unto the party of the second party heirs and assigns against the claims of all persons lawfully claiming the same or any part thereof.

In Witness Whereof the said party of the first part herein has hereunto set her hand and seal the day and year above written.

RUBY B. BARRETT

State of Mississippi)  
Newton County )

Notary Public

Personally came before me W. R. Rivers, in and for said county the within named Mrs Ruby B. Barrett, who acknowledged that she signed, sealed and delivered the foregoing deed on the day and year therein mentioned as her act and deed for the purposes therein mentioned.

Given under my hand and seal this 26th day of September, A.D. 1927.

(SEAL)

W.R. Rivers, (Seal)