

VVV

Julius Nichols  
 Laura Nichols  
 By- Swan Anderson and  
 August Anderson.  
 To/Deed  
 J. E. Maxwell

Filed for record the 4th day of  
 Feb., 1925 at 3:30 P.M.  
 Recorded the 9th day of Feb., 1925.  
 W. B. Jones, Chancery Clerk  
 A. O. Sutherland, D. C.

Whereas on the 29th, day of November, 1918, August Anderson, Swan Anderson, Hilma Anderson, Agnes Cooper, C. O. Anderson and Emma Watts conveyed to Julius Nichols and Laura Nichols by warranty deed the lands hereinafter described; and retained a vendor's lien in the nature of a mortgage, with power of sale in August Anderson and Swan Anderson to secure the balance of the unpaid purchase price of said lands;

And whereas on the 8th day of January, A.D. 1925 the balance of said purchase price was past due and unpaid, and, after maturity of said notes, and demand for payment thereof, which payment was not made, we did advertise by posting a notice at the South Door of the Court House in Canton, Madison County, Mississippi, and by publication of notice in The Madison County Herald, a newspaper published in the City of Canton in said County, in its issues of January 9th., January 16th, January 23rd, and January 30th, 1925, that we would on Monday the 2nd day of February 1925, at the South Door of the Court House in Canton, Mississippi, offer for sale, and sell to the highest bidder for cash at public auction, the lands hereinafter described, a copy of said notice and proof of publication thereof being filed herewith as a part hereof;

And whereas on the 2nd., day of February, 1925, within legal hours, we did, pursuant to said notice and the provisions of said deed, at the South Door of the Court House in Canton, Mississippi, at the hour of 11:30 A. M. offer the lands hereinafter described for sale at public outcry to the highest bidder for cash, in the manner and form, in all respects, as required by law and said deed and notices, when J. E. Maxwell appeared and bid therefor the sum of Two Hundred Seventy & No/100 Dollars, which was the highest and best bid offered, and we did therefore knock the same off and sell same to the said J. E. Maxwell;

And whereas the said J. E. Maxwell has paid us the amount of his bid aforesaid, receipt of which is hereby acknowledged, and we have fully complied with the law and the provisions of said deed and notices, both precent and subsequent to said sale, and have credited the notes of said Julius Nichols and Laura Nichols with the proceeds of said sale aforesaid, after deducting the necessary expenses incident thereto, now therefore, in consideration of the premises, and the payment to us of said sum of Two Hundred Seventy & No/100 Dollars, we, August Anderson and Swan Anderson, do hereby convey and warrant specially unto the said J. E. Maxwell, forever, the following described tract or parcel of land, lying and being situated in the County of Madison, State of Mississippi, towit:-

E<sup>t</sup> NW<sup>1/4</sup> Section 19, Twp. 11, Range 4 East,

Witness our signatures this the 2nd day of February A.D. 1925.-

State of Mississippi)  
 County of Madison :  
 District No. Five ;

August Anderson  
 Swan Anderson

Personally appeared before me, the undersigned Justice of the Peace, duly commissioned and qualified to take and certify acknowledgements in and for said District, County and State, the within named August Anderson and Swan Anderson who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned, as and for their act and deed.

Given under my hand and official seal, this the 4 day of February, A.D. 1925.

\$1.00 revenue stamp attached & cancelled)

F. J. Whitworth,  
 Justice of the Peace.

PROOF OF PUBLICATION

NOTICE OF SALE UNDER VENDOR'S LIEN

Notice on the 29th day of November, 1918, August Anderson, Swan Anderson, Hilma son, Agnes Cooper, C. O. Anderson, and Emma Watts executed and delivered to Julius Nichols and Laura Nichols their certain warranty deed, conveying the hereinafter described lands; and, to secure the payment of the balance of the purchase price of said lands, retained a vendor's lien in the nature of a mortgage, with power of sale in August Anderson and Swan Anderson, or either of them, and the said Julius Nichols and Laura Nichols, by the acceptance of said deed acknowledged a vendor's lien with power of sale as aforesaid; and,

Whereas, on this, the 8th day of January, 1925, the balance of said purchase price is past due and unpaid; and I have been requested by the proper parties to enforce the sale of the property therein described; now, therefore,

Notice is hereby given that I, to enforce the payment of the balance of the purchase price as aforesaid, will, on Monday the 2nd day of February, 1925, between the hours of 11:00 A.M., and 4:00 P.M. O'clock at the south door of the court house in Canton, Mississippi, offer for sale at public auction, and sell to the highest bidder, for cash, the following described lands lying, being, and situated in Madison County, Mississippi, towit:-

E<sup>t</sup> NW<sup>1/4</sup> Section 19, Township 11, Range 4 East.

Witness my signature this the 8th day of January, 1925.

August Anderson,  
 Swan Anderson.

The State of Mississippi)

Madison County : In Chancery Court

Personally appeared before me, the undersigned Notary Public of said County, C. N. Hartis, the Publisher of The Madison County Herald, a newspaper published in the City of Canton, in said County, and State, who, on oath, says the publication of which the instrument herewith annexed is a true copy, was published in said newspaper as follows:-

- In Volume 33 number 2 dated Jan. 9 1925
- In Volume 33 number 3 dated Jan. 16 1925
- In Volume 33 number 4 dated Jan. 23 1925
- In Volume 33 number 5 dated Jan. 30 1925