

VVV

THOMAS PRINTING HOUSE JACKSON, MISS.

John W. Rogers

Filed for Record at 2:30'clock P M., the 10

day of Sept 1927

To W.D. & V.L. To Deed

Recorded the 12 day of Sept 1927

Eula F. Long

W. B. Jones Chancery Clerk

By H. D. Lane D. C.

In Consideration of the sum of One & No/100 DOLLARS, cash in hand paid me by Eula F. Long the receipt of which is hereby acknowledged, and of the further sum of \$4009.97, Four Thousand & Nine & 97/100 DOLLARS, due me by him as is evidenced by his three promissory notes of even date herewith, due and payable to my order, as follows, viz:

|                         |                  |             |
|-------------------------|------------------|-------------|
| One Note for \$ 1209.97 | Due June 9, 1928 | after date. |
| One Note for \$ 1450.00 | Due June 9, 1929 | after date. |
| One Note for \$ 1350.00 | Due June 9, 1930 | 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. |
| 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 I, John W. Rogers do hereby convey and warrant unto the said Eula F. Long forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning at a stake in the North margin of Academy Street 140 feet West of the North West Corner of the interest of said Street with Union Street and run thence West along the North margin of Academy Street sixty-six feet more or less to the South East Corner of Lot Two and thence North 100 feet to a stake and thence East sixty-six feet more or less to a stake and thence South 100 feet to Academy Street, the point of beginning.

The notes described have the interest included therein. The said Long may pre-pay any part of the above notes at any time and all unearned interest shall be deducted.

The said Long by the acceptance of this deed hereby agrees to keep the buildings upon the above described property insured against loss by fire and tornado in a sum not less than \$2500.00 of each in a company acceptable to John W. Rogers with the loss clause payable to said Rogers.

The said Rogers shall pay all curb and gutter, sidewalk and street assessments legally assessed against said property by the City of Canton.

The above property is not now and has never been my homestead property.

We or our, or I, or my assigns may become the Purchaser or Purchasers at any sale made under this deed.

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 hereinafter provided.

To secure the payment of said notes I and my assigns hereby retain a vendor's lien upon said property and the said Long 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 3 weeks' notice of the time and place of sale, by posting a written or printed notice thereof by publication as is required by law as in case of sales of lands under DEED 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, I 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 I or my assigns shall pay it over to the said Long or his assigns. The said Long is entitled to the rents and shall pay the taxes on said property for the year 1927.

WITNESS my signature and seal, this 9th day of September, A. D. 1927.

John W. Rogers (Seal)

STATE OF MISSISSIPPI,

Madison County, City of Canton

ss.

Personally appeared before me, Robert H. Powell, a Notary Public of Canton

in and for said County and State, John W. Rogers who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 10th day of September, A. D. 1927.

(SEAL) Robt. H. Powell, Notary Public.

On last two notes mentioned in this deed are transferred to Eula F. Long by John W. Rogers. July 9<sup>th</sup> 1930. J. L. Schumacher, Esq., Notary Public for Madison County, Mississippi. 6/18/28