

*The notes secured by this vendor's lien all this day paid in full this the 16th day 9 Oct 1926*  
*Attest W. B. Jones*  
*By C. C. Griffin*

45

C. C. Griffin  
T. W. D. & V. L.  
THOMAS ROGERS

Filed for record the 5th day of  
Nov., 1925 at 11 o'clock A.M.  
Recorded the 9th day of Nov. 1925.

Principal of Deferred Payments \$150.00  
Int. 6% Exempt.

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

In consideration of the sum of ONE HUNDRED FIFTY Dollars, cash in hand paid me by Thomas Rogers the receipt of which is hereby acknowledged, and of the further sum of One Hundred & Fifty Dollars, due me by said THOMAS ROGERS as is evidenced by his one promissory notes of even date herewith, due and payable to me or order, as follows, viz:-

One Principal & Interest Note for \$159.00 due Nov. 3, 1926 after date each of said notes bearing interest after its respective maturity at the rate of 6% per annum, and 10 per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity I, C. C. GRIFFIN, do hereby convey and warrant unto the said THOMAS ROGERS forever, the following described real estate lying and being situated in Madison County, State of Mississippi, to wit:-

Lot 7 on the East side of Second Avenue, Firebaugh's First Addition to the City of Canton.

The above is not grantor's homestead.

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 Thomas Rogers 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 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 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 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 Thomas Rogers or his assigns. The grantor or his assigns may purchase at the foreclosure sale, in case of default.

The said C. C. Griffin is entitled to the rents and shall pay the taxes on said property for the year 1925.

Witness my signature and seal, this the 3rd day of November, 1925.

C. C. Griffin (Seal)

State of Mississippi)

County of Madison )

Personally appeared before me, the undersigned authority in and for said County and State, C. C. GRIFFIN, who acknowledged that he signed, sealed, and delivered the foregoing instrument of writing on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, this the 5th day of November, 1925.

(\$1.50 revenue stamp attached & cancelled)

(SEAL)

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

R. Jack Champion  
Pallie Champion.  
To/W.D.  
George Boese

Filed for record the 27th day of Oct.  
1925 at 2:25 P.M.  
Recorded the 9th day of Oct., 1925.

W. B. Jones, Chancery Clerk

For and in consideration of the sum of ELEVEN HUNDRED SEVENTY THREE AND NO/100 (\$1173.02) Dollars, paid to us cash in hand, and the assumption of a certain indebtedness now owing to the Federal Land Bank of New Orleans, La., amounting to about \$1075.40; and an indebtedness of \$461.08 owing to L. S. Melton; and an indebtedness of \$450.50 owing to Mrs. Dinkins, We, R. Jack Champion and Pallie Champion, do hereby convey and warrant to George Boese, that certain tract of land in Madison County, Mississippi, and described as follows to wit:-

The W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 33, Township 9, of Range 3 E. that lies south and west of the public road, containing by estimation 53 $\frac{1}{2}$  acres. Beging the same land as was conveyed to Lawrence S. Melton by Ella Luddington, as evidenced by deed recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Record Book Y.Y.Y. at page 461.

Grantor to pay the taxes for the year 1925.

Witness our signatures on this the 26th day of October, 1925.

(\$1.50 revenue stamp attached & cancelled)

R. J. Champion,  
Mrs Pallie Champion