

The lien securing notes herein is hereby satisfied
as all of said notes have been paid, the Feb. 1st 1926.

V.V. attest

O. J. Maxwell

W. B. Jones, Clerk

TUCKER PRINTING HOUSE JACKSON MISS.

Transferred

J. E. Maxwell

To } Deed N. S. & L.

Henry Harper

Filed for Record at 10:45 o'clock A. M., the 8

day of Jan 1926

Recorded the 20 day of Jan 1926

W. B. Jones,

Chancery Clerk

By H. D. Lane, D. C.

D. C.

In Consideration of the sum of One & No/100 (1.00) DOLLARS,

cash in hand paid me by Henry Harper the receipt of which is

No/100

hereby acknowledged, and of the further sum of Twenty-Two Hundred Sixty-one & DOLLARS,

due me by him as is evidenced by his ten promissory notes of even date herewith,

due and payable to my order, as follows, viz:

One Note for \$ 272.00	Due	one year	after date.
One Note for \$ 261.80	Due	two years	after date.
One Note for \$ 251.60	Due	three years	after date.
One Note for \$ 241.40	Due	four years	after date.
One Note for \$ 231.20	Due	five years	after date.
One Note for \$ 221.00	Due	six years	after date.
One Note for \$ 210.80	Due	seven years	after date.
One Note for \$ 200.60	Due	eight years	after date.
One Note for \$ 190.40	Due	nine years	after date.
One Note for \$ 180.20	Due	ten years	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 ten per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity I, J. E. Maxwell do hereby convey and transfer unto the said

real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

NE¹ Sec. 16, T. 11, R. 5, East, & NE¹ NW¹ less 1 acre out of SW Corner, Sec. 16, T. 11, R. 5 East. and 9 acres out of the N End SE¹ NW¹ Sec. 16, T. 11, R. 5, E.

The said Maxwell or his assigns reserves the right and power to sell the timber on said lands at any time he sees fit in his own discretion during the existence of this lien. Provided he will give the said Harper the right for ten days, if he can find a purchaser at a greater price for cash, than is offered to said Maxwell, to name the purchaser of said timber, and the amount received net for the sale of said timber by the said Maxwell or his assigns, shall be credited on the last of said notes.

The said Harper shall not cut or remove any trees or timber from said lands, except for necessary firewood or fencing.

The said Harper has the option of paying all of said notes at the maturity of either and should he prepay any of said notes then the interest not earned on said prepaid notes will be deducted.

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 Henry Harper 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 for sale of lands by law under deeds in trust 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 Henry Harper or his assigns. The said Henry Harper is entitled to the rents and shall pay the taxes on said property for the year 1925.

WITNESS my signature and seal, this 4th day of January A. D. 1926

J. E. Maxwell

(Seal)

(\$2.00 revenue stamp attached & cancelled)

(Seal)

STATE OF MISSISSIPPI,

Holmes Madison County,

Personally appeared before me, J. K. Thomas, a Notary Public

in and for said County and State

J. E. Maxwell

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 and for the purpose therein expressed.

WITNESS my hand and official seal, this the 5th day of January A. D. 1926.

(SEAL)

J. K. Thomas, a Notary Public.