

when due, then grantor or assigns can at their 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 provide the payment of said notes the grantor or assigns hereby retain a vendor's lien upon said property and the said grantee or the grantees 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 grantor or assigns, and grantor may then 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, Madison County, Mississippi, at public auction, to the highest bidder, for cash, after having given three weeks' notice of the time, terms, and place of sale, by posting a written or printed notice thereof at the South Door of the Court House in said City and County 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, the grantor or assigns, shall first pay the costs and expenses of executing said sale, and second, pay the indebtedness accrued and intended to be secured by this deed to the owners thereof; and should any balance remain said grantor or assigns shall pay it over to the said grantee or his assigns. The said grantee is entitled to the rents and shall pay the taxes on said property for the year 19.

Witness my signature and seal this 16th day of February, A.D. 1926.

Leontine Hesdorffer

State of Tennessee)

County of Shelby)

Personally appeared before me a Notary Public in and for said County and State, Leontine Hesdorffer 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 and for the purpose therein expressed.

Witness my hand and official seal this the 20th day of February, 1926.

(SEAL)

Walter C. McDaniel,

My commission expires, Apr. 23rd, 1924.

Notary Public.

All of the notes secured by and described in this deed have been transferred without recourse by Mrs B.M. Hesdorffer who is the same as Mrs Leontine Hesdorffer to Mrs Kate W. Smith, This Oct. 22, 1923.

L.W. Spivey, Atty for

Mrs Leontine Hesdorffer.

The notes described herein have been paid to me in full & the lien is hereby released and satisfied. This Sept. 27-1926.

Kate W. Smith.

V V V

Mrs Annie L. Green
To J.W. W.D.
L. Wellington Battle

Filed for record the 30th day of Nov., 1926 at 8 o'clock A.M.

Recorded the 30th day of Nov., 1926.

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

That for and in consideration of four hundred dollars cash in hand paid, the receipt thereof being hereby acknowledged, and in further consideration of five promissory notes for one hundred and sixty dollars each, due December 1st, 1926, 1927, 1928, 1929, and 1930, all of said notes bearing interest at six per cent per annum from date, and being secured by a trust deed on the property hereinafter conveyed the undersigned Mrs Annie L. Green, does by these presents, sell, convey and warrant unto L. WELLINGTON BATTLE the following described property located and situated in Madison County, Mississippi, to wit:-

The South half of the Northwest Quarter of the Northwest Quarter, and the South half of the Northwest quarter of section thirty, Township seven, Range One East, containing one hundred acres more or less, and being the same property that was formerly owned by John Ball Green, deceased.

The grantor herein assumes the payment of the taxes and legal assessments for the year 1925, and the grantee herein assumes the payment of taxes and legal assessments for the year 1926 and thereafter.

Witness my signature this the 12th day of December, 1925.

Mrs Annie L. Green

State of Mississippi)
County of Bolivar)

Personally appeared before me the undersigned authority in and for said State and County, the within-named Mrs Annie L. Green, who acknowledged that she signed and delivered the above and foregoing instrument on the day and in the year therein mentioned for the intent and purposes as therein set out.

Witness my hand and official seal this the 12th day of December, 1925.

(SEAL)

J.W. GREEN, Notary Public

\$1.50 revenue stamps attached & cancelled)