

J. W. Rogers

To Deed &amp; V/L

Joe M. Owen

Filed for Record at 2:15 o'clock P. M., the 17th  
day of December 1934  
Recorded the 25th day of January 1935  
Aurie Sutherland Chancery Clerk  
By D. C.

In Consideration of the sum of One & No/100 - - - - - DOLLARS, cash in hand paid me by Joe M. Owen the receipt of which is hereby acknowledged, and of the further sum of \$300.00 Three Hundred & No/100 DOLLARS, due me by him as is evidenced by his promissory notes of even date herewith, due and payable to my order, as follows, viz:

One Note for \$300.00 payable as follows: \$30.00 on the 2nd, of February 1935 and \$30.00 on the 2nd, day of each month thereafter until sufficient payments of said sum have been made to repay the said Rogers or his assigns the principal sum of \$300.00 together with 6% interest per annum thereon from this date, and the interest shall be paid annually in addition to said monthly payments. The said Owen shall receive at the end of every 12 mos., interest credits at the rate of 6% per annum on all payments which he makes during said 12 mos., and said interest credits shall be credited on the note.

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, J. W. Rogers do hereby convey and warrant unto the said Joe M. Owen forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lots 1, 2, 3, 4, 5, and 6 of Block 4. of Maris Subdivision as shown by Plat of said Subdivision duly recorded in the Chancery Clerk's Office of Madison County, Mississippi.

The said Owen by the acceptance of this deed agrees and promises to pay when due all legal taxes assessed against said lots, except the taxes for the year 1934 which Rogers shall pay, and should the said Owen fail to pay said taxes as aforesaid then the said Rogers can in his option pay said taxes and the sums of money so paid out shall be and are hereby secured by this deed upon said lots hereby conveyed and said money shall bear interest from the time of such payments at the rate of six per centum per annum.

Said lots shall not be sold or rented to negroes and should this covenant be broken said lots shall revert to Grantor, his assigns or heirs.

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 Owen 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 my 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 D. T. 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 Owen or his assigns. The said Rogers is entitled to the rents and shall pay the taxes on said property for the year 1934.

WITNESS my signature and seal, this 16th day of November A. D. 1934.  
50¢ in Revenue Stamps attached and cancelled. J. W. Rogers (Seal)

STATE OF MISSISSIPPI,

ss.

Madison County, Personally appeared before me, Robert H. Powell, A Notary Public in and for said County and State, J. W. Rogers, 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 16 day of November A. D. 1934.  
(Seal) Robert H. Powell, Notary Public.