

B. O. Williams  
Bertha Williams  
To { Deed & V.L.  
Johan G. Jacobsen  
Anna L. Jacobsen

Filed for Record at 11:45 o'clock A M, the 14  
day of January 1933  
Recorded the 14 day of Feb. 1933  
Aurie Sutherland, Chancery Clerk.  
By \_\_\_\_\_ D. C.

Prin. \$1100.00 at 6%

In Consideration of the sum of \$150.00 One Hundred & Fifty & No/100 DOLLARS,  
cash in hand paid us by Johan G. Jacobsen & Anna L. Jacobsen the receipt of which is  
hereby acknowledged, and of the further sum of \$1463.00 Fourteen Hundred & Sixty-three & No/100 DOLLARS,  
due us by them as is evidenced by their ten promissory notes of even date herewith,  
due and payable to our order, as follows, viz:

One Note for \$ 176.00	Due one year	after date.
One Note for \$ 169.40	Due two years	after date.
One Note for \$ 162.80	Due three years	after date.
One Note for \$ 156.20	Due four years	after date.
One Note for \$ 149.60	Due five years	after date.
One Note for \$ 143.00	Due six years	after date.
One Note for \$ 136.40	Due seven years	after date.
One Note for \$ 129.80	Due eight years	after date.
One Note for \$ 123.20	Due nine years	after date.
One Note for \$ 116.60	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 15 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity we do hereby convey and warrant unto the said Johan G. Jacobsen & Anna L. Jacobsen, husband & wife forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

50 acres off East side of NE 1/4 Sec. 2, T. 9, R. 4, E.

We intend and do hereby convey the same land that was conveyed to us by C. A. Johnson and wife on Oct. 28, 1929 as shown by deed duly of record in Book No. 4 on Page 125 in the Chancery Clerk's office for said County, and since we are unable to pay to the said Johnsons the notes set out in said deed and in consideration of the said Johnsons having cancelled our said notes in their favor, we have and do hereby transfer, set-over and assign the ten notes described above to the said Johnsons.

It is agreed that the said Jacobsens may pre-pay any of the above ten notes at any interest paying period and in case they should do so all unearned interest shall be deducted.

Should default be made in the payment of either of said promissory notes when due, then we or my assigns can in our 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 we and my assigns hereby retain a vendor's lien upon said property and the said Jacobsens 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 us or my assigns, and we 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 ~~weeks~~ <sup>days</sup> 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.I., 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, we 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 we or my assigns shall pay it over to the said Jacobsens or his assigns. The said B.O. & Bertha Williams are entitled to the rents and shall pay the taxes on said property for the year 19\_\_

WITNESS our signature S and seal S, this 1st day of November, A. D. 1932

B. O. Williams (Seal)  
Bertha Williams (Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, L. C. Ray, Justice of the Peace for Dist. 4, in and for said County and State, B. O. Williams & Bertha Williams, husband and wife who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 14 day of Jan. A. D. 1933

(NO SEAL)

L. C. Ray, Justice of the Peace.