

State of Mississippi,  
Madison County.

Personally appeared before me the undersigned authority in and for said County and State, the within named J. D. Mann, who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal on this the 1st day of July 1921.  
(SEAL) 90¢ fee paid.

H. G. Goodloe,

Notary Public.

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NOTE: THIS DEED IS RE-RECORDED ON ACCOUNT OF AN ERROR WHICH WAS MADE WHEN RECORDED IN BOOK YYY PAGE 276. *D. L. S. G. G.*

Hans Greve  
To/Deed  
John B. Yandell,  
D. W. Yandell.

Filed for record the 7th day of July 1921 at 3 o'clock P.M.

Recorded the 7th day of July, 1921.

In consideration of the sum of Three Thousand Dollars (\$3,000.00) cash in hand to Hans Greve, and other valuable consideration, including the several promissory notes of the parties hereinafter named as grantees herein, secured by deed of trust on the lands herein-after described, ~~xx~~ which notes evidence the balance of the purchase money paid for said lands on a basis of Thirty-one Dollars and Fifty Cents per acre, less an amount of Thirty Thousand Dollars (\$30,000.00) more or less in the shape of existing indebtedness now on said lands, which amount is to be assumed by said grantees, the said Hans Greve does hereby convey and warrant such title as he may have unto the said John B. Yandell and D.W.Yandell, the following described lands, lying and being situated in the County of Madison and state of Mississippi, to-wit:-

All of Section Twenty-six; and  
All of Section Twenty-three, less & excepting the  $\frac{W}{2} \frac{NW}{4}$  of said Section Twenty-three; and  
The  $\frac{W}{2}$  of Section Twenty-four; and  
The  $\frac{W}{2} \frac{SW}{4}$  Section 13; and  $\frac{E}{2} \frac{SW}{4}$  Section 13, less  
the  $\frac{N}{2}$  of  $\frac{NE}{4} \frac{SW}{4}$  said Section 13, and  
The  $\frac{SW}{4}$  of the  $\frac{NW}{4}$  Section 13, and  
the  $\frac{E}{2} \frac{SE}{4}$  Section 14, and  
the  $\frac{SW}{4} \frac{SE}{4}$  Section 14, all of said lands lying in Township 8, Range 2 East, and containing 1820 acres, less one acre heretofore sold for church purposes; the tract here conveyed containing 1819 acres, and being the same lands conveyed by E.F.Mertz to J.W.P.Lombard by deed of record in said county in record book WWW on page 520.

It is distinctly understood that the purchase price of said lands is Thirty-one Dollars and Fifty Cents per acre, and that the grantees are to pay grantor this amount less the existing indebtedness on said place which amounts to some Thirty Thousand Dollars, more or less, which interest accruing on same up to January 1, 1920. The notes of the grantees secured by deed of trust to be given for whatever amounts represents the difference between the purchase price less Three Thousand Dollars (\$3,000.00) cash paid and the sum of indebtedness assumed by grantees amounts to.

Grantees to pay interest on all amounts after January 1, 1920, and not before then. Grantor is to collect the rent and pay the taxes for the year 1919.

It is further agreed as a part of the consideration of the execution of this deed, that immediately upon the failure of grantees to comply in matter of payments in all of the requirements of the two mortgages representing Thirty Thousand Dollars, more or less, the grantor shall have the right to immediately dispossess said grantees and enter upon said premises and grantees hereby agree that in such event they will immediately quit said premises. That the purpose of this provision is to prevent grantees, in the event of such default, from retaining possession of said property or any of the profits or proceeds of said property thereafter and that all profits and proceeds of said property after said default shall belong to the grantor herein, after first advertising same as required by law for sales under deeds of trust in Mississippi.

It is further agreed that the grantor may remain in possession of said property up to the 25th day of December, 1919, without charge to grantor, but that grantor shall accord to the grantees every privilege consistent with grantor's selling his crop and equipment, after the completion of which and before the 25th day of December, 1919, the grantor will vacate. The purpose of this provision is to consolidate the interest of grantees and grantor in that behalf.

Witness the signature of the said Hans Greve on this 1st day of September, 1919.

Hans Greve.

State of Miss.,      )  
Madison County      :  
City of Canton      )

Personally appeared before me the above named Hans Greve to me known to be the person who signed and delivered the foregoing instrument and acknowledged the same on the day and year therein mentioned.

S. M. Riddick, Notary Public, Madison County, State of Mississippi.  
My commission expires Jan 2nd 1922.

(\$27.00 revenue stamp attached & cancelled)

(SEAL)

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