

William Williams
Isabella Williams
To W.D. & V.L.
Will S. Ware

Filed for record the 5th day of
Feb'y 1929 at 12:30 o'clock P.M.
Recorded the 7th day of Feb'y 1929.

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

Principal of Deferred Payments \$400.00.
Interest 6% Exempt.

In consideration of the sum of Four Hundred (\$400.00) Dollars, cash in hand paid us by Will S. Ware the receipt of which is hereby acknowledged, and of the farther sum of Four Hundred Fifty-four (\$454.00) Dollars due us by said Will S. Ware, as is evidenced by his three promissory notes of even date herewith, due and payable to William Williams, or order, as follows, viz:-

One Principal & Interest note for \$124.00 due One year after date,
One Principal & Interest note for \$118.00 due Two years after date,
One Principal & Interest note for \$212.00 due Three years after date,

each of said notes bearing interest after its respective maturity at the rate of 6% per annum, and 10 per cent attorney's fees, if placed in the hands of an attorney for collection after maturity, we, William Williams and Isabella Williams, Husband and wife, do hereby CONVEY AND WARRANT UNTO the said Will S. Ware forever, the following described real estate lying and being situated in Madison County, State of Mississippi, to wit:-

W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 31, Township 10; Range 5 East

Grantee shall have the privilege of paying Fifty Dollars or multiples of fifty on any of the above notes on any anniversary of this deed, and be credited with the unearned interest on such payments.

The above described notes are hereby declared by the parties hereto to be in the nature of rent notes for the years in which each matures and secured by a lien on the agricultural crops in the nature of a landlord's lien.

Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our or assign's 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 our assigns hereby retain a vendor's lien upon said property, and the said Will S. Ware 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 our assigns, and we or our 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 three weeks' notice thereof by posting said notice at the South door of the Court House in said County, and 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, we or our assigns, shall first pay the costs and expenses of executing said sale, and secondly pay the indebtedness secured and intended to be secured by this deed to the owners thereof; and should any balance remain we or our assigns shall pay it over to the said Will S. Ware, or his assigns. The grantor or his assigns may purchase at the foreclosure sale in case of default.

The said Will S. Ware is entitled to the rents and he shall pay the taxes on said property for the year 1929.

Witness our hands and seals, this the 5th day of February, 1929.

William Williams (Seal)
Isabella Williams (Seal)

State of Mississippi)

County of Madison)

Personally appeared before me, the undersigned authority in and for said _____, County and State, William Williams, and Isabella Williams, Husband and wife, who acknowledge that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed.

Given under my hand and official seal, this the 5th day of February, 1929.

(SEAL)

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