

the n this described land have been paid & this lien satisfied 5/3/34.
Albert Hesdorffer

Attest May 3, 1934.

Albert Hesdorffer

To W.D. & To Deed
 Ed Bannister and

Della Bannister

Filed for Record at 4:57 o'clock P. M., the 26

day of Nov 1928

Recorded the 30th day of Nov 1928

W.E. Jones Chancery Clerk.

By Cammie Parker D. C.

In Consideration of the sum of One & No/100- - - - - DOLLARS,
 cash in hand paid me by Ed and Della Bannister the receipt of which is
 hereby acknowledged, and of the further sum of Fifteen Hundred, Seventy-Five & No/100 DOLLARS,
 due me by them as is evidenced by their five promissory notes of even date herewith,
 due and payable to my order, as follows, viz:

One Note for \$ 315.00	Due October 15, 1929	after date.
One Note for \$ 315.00	Due October 15, 1930	after date.
One Note for \$ 315.00	Due October 15, 1931	after date.
One Note for \$ 315.00	Due October 15, 1932	after date.
One Note for \$ 315.00	Due October 15, 1933	after date.
One Note for \$	Due	after date.
One Note for \$	Due	after date.
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 Fifteen per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. I, Albert Hesdorffer, hereby convey and warrant unto the said Ed Bannister and Della Bannister, forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

NE 1/4 Sec 15, T 9 R 4 East, being 40 acres more or less

SE 1/4 NW 1/4 Sec 22, T 9 R 4 East being 40 acres more or less.

We hereby agree that we will not use in any year in excess of \$200.00 worth of supplies and we hereby convey all crops of cotton, corn, cotton seed, hay grass and other agricultural products that we or any hands that we may employ may raise on the above described lands during the years 1929, 1930, 1931, 1932, & 1933 to the said Albert Hesdorffer, after said supplies not to exceed the sum of \$200.00 and 8% per annum interest thereon, and here agree that the said Hesdorffer may apply the proceeds therefrom to any due or past due but all proceeds from said crops in excess of the supplies and in excess of the matured notes shall be owned and paid over to the said Bannisters.

Witness our signatures this 26th day of Nov., 1928.

Ed Bannister

Della Bannister

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 Ed and Della Bannister 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 me 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 and by publication as is required by law as in case of sales of land 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 Ed and Della Bannister or his assigns. The said Albert Hesdorffer is entitled to the rents and shall pay the taxes on said property for the year 1928.

WITNESS my signature and seal, this 26th day of November, A. D. 1928.

Albert Hesdorffer (Seal)

(Seal)

STATE OF MISSISSIPPI,

ss. Personally appeared before me, Robert H. Powell, a Notary Public
 City of Madison County, said Albert Hesdorffer who acknowledged
 in and for said County and State, 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 26 day of November, A. D. 1928.

(SEAL) Robert H. Powell, Notary Public