

J. W. Rogers  
To H. W. D. & V. L.  
Joe Hodges & Birder C. Hodges

Filed for Record at 3:30 o'clock P. M., the 7th  
day of April 1923  
Recorded the 15th day of May 1923  
Aurie Sutherland, Chancery Clerk  
By D. C.

Principal \$340.00 at 6%

In Consideration of the sum of \$60.00 Sixty & No/100 DOLLARS,  
cash in hand paid me by Joe Hodges and Birder C. Hodges, the receipt of which is  
hereby acknowledged, and of the further sum of \$380.83 Three Hundred & Eighty & 83/100 DOLLARS,  
due me by them as is evidenced by their three promissory notes of even date herewith,  
due and payable to my order, as follows, viz:

One Note for \$ 133.77	Due one year	after date.
One Note for \$ 126.93	Due two years	after date.
One Note for \$ 120.13	Due three years	after date.
One Note for \$ 53	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.
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 Hodges & Birder C. Hodges, husband and wife, forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lot No. 5 in Block No. 4 Cauthens Addition to Canton, Miss., a Plat of which addition being on file in the Chancery Clerk's office for said County.

The said Hodges covenant and promise to keep the building upon said property insured against loss by fire and tornado in a sum not less than \$400.00 in a company acceptable to J. W. Rogers with the loss clause payable to said Rogers, and the said Joe and Birder C. Hodges by the acceptance of this deed agree to pay the insurance premiums as they fall due and in case they should fail to do so then the said Rogers may pay the same and all money so paid out shall be and is hereby secured by this instrument upon the property hereby conveyed.

We or our, or I or my assigns may become the Purchaser or purchasers at any sale made under this deed.

*The Vendor's Lien herein Retained is hereby  
Cancelled & Cancelled. This Aug. 20, 1934.*

*Attest Aug. 20, 1934.  
Aurie Sutherland, Clerk  
By Hackney Garrett, Jr.*

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 Joe Hodges and Birder C. Hodges 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 & 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 Joe and Birder C. Hodges. Joe and Birder C. Hodges are their assigns. The said is entitled to the rents and shall pay the taxes on said property for the year 1933.

WITNESS my signature and seal, this 7th day of April, A. D. 1933

*W. J. Rogers*

(Seal)

(50¢ in Revenue stamps attached hereto and cancelled)

(Seal)

STATE OF MISSISSIPPI,

Madison County, ss. Personally appeared before me, Robert H. Powell, a Notary Public in and for said County and State, Joe Hodges and Birder C. Hodges, husband and wife who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as the act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 7th day of April, A. D. 1933

*Robert H. Powell, Notary Public.*

(SEAL)