

VVV

J. W. Rogers

To W.D.&V.L. To } Deed

J. P. H. Clayton

Filed for Record at 3 o'clock P M, the 22

day of June 192 8

Recorded the 23 day of June 192 8

W. B. Jones

Chancery Clerk.

By Cammie Parker

D. C.

In Consideration of the sum of Five Hundred & No/100 - - - DOLLARS, cash in hand paid me by J.P.H.Clayton the receipt of which is hereby acknowledged, and of the further sum of \$2532.00, Twenty-five hundred & Thirty-two & No/100 DOLLARS, due me by J.P.H.Clayton as is evidenced by his promissory note of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ 2532.00	Due sixty days	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.
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 J.P.H. Clayton City of Canton forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lot No. 7 on the West side of Belview Avenue, said lot being described with reference to Shadow Lawn Addition to said City, a plat of which addition being on file in the Chancery Clerk's office for said County and the said Grantee purchases said lot under the same terms and conditions set out in the deed from J.R.Davis and Bessie L. Davis to Grantor, recorded in book 6 page 155 in said office, reference to said deed will show the said terms, conditions, warranties and covenants which are made part thereof, the same as if copied herein. Said lot has never been my homestead.

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 Clayton 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 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 Clayton or his assigns. The said Clayton is entitled to the rents and shall pay the taxes on said property for the year 19 28

WITNESS my signature and seal, this 21st day of June, A. D. 19 28

J. W. Rogers

(Seal)

(Seal)

STATE OF MISSISSIPPI,

City of Canton

Personally appeared before me, Robert H. POWELL, a Notary Public of Canton,

J. W. Rogers

who acknowledged

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 21st day of June, A. D. 19 28

Robt. H. Powell,

(SEAL)

Notary Public

Vendor's Lien herein satisfied & cancelled this 7/6-1928.