

WVW

TUCKER PRINTING HOUSE JACKSON, MISS.

J. W. Rogers.  
  
To } Deed  
Jesse E. Ruckman  
Blanche M. Ruckman

Filed for Record at 10:15 clock A M, the 5th  
day of July 1934  
Recorded the 7th day of July 1934  
Aurie Sutherland Chancery Clerk.  
By Gammie Parker. D. C.

In Consideration of the sum of One DOLLARS,  
cash in hand paid me by Jesse E. Ruckman and Blanche M. Ruckman the receipt of which is  
hereby acknowledged, and of the further sum of Twenty-Four Hundred DOLLARS,  
due me by them as is evidenced by my promissory notes of even date herewith,  
due and payable to my order, as follows, viz:

- |                                |                            |             |
|--------------------------------|----------------------------|-------------|
| One Note for \$ <u>1000.00</u> | Due <u>October 1, 1934</u> | after date. |
| One Note for \$ <u>1400.00</u> | Due <u>October 1, 1935</u> | 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 <sup>date</sup> maturity at the rate of six per cent. per annum, and fif-teen 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 Jesse E. Ruckman and Blanche M. Ruckman as joint tenants forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lots 1-2-3-4-5-6 and 29-30 and 31, and 13 feet off the east side of lot 32, all in Block "A" of Maris Subdivision of East Canton, Miss. A map of plat of said subdivision being now on file in the Chancellor Clerk's office of Madison County, Mississippi, reference to which being had will more fully appear.

There is lein upon said property to the Building & Loan Association of Jackson, Miss. for about \$1500.00, and I will pay all of said lein or leins, but of the proceeds of said notes when paid.

Should said property be sold as hereinafter provided then I or my assigns can become the purchaser thereof at such s.e.e

Should default be made in the payment of either of said promissory notes when due, then I or my assigns can in their 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 Jesse E. Ruckman and Blanche M. Ruckman 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 three 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 by publication as is required by law for sale of land under deed, in trust 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 Jesse E. Ruckman and Blanche M. Ruckman or their assigns. The said Jesse E. Ruckman and Blanche M. Ruckman are entitled to the rents and shall pay the taxes on said property for the year 1934.

WITNESS my signature and seal, this 4th day of July A. D. 19 34

J. W. Rogers (Seal)  
(Seal)

STATE OF MISSISSIPPI, }  
Madison County, } ss. Personally appeared before me, the undersigned officer  
in and for said County and State, 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 4th day of July A. D. 19 34  
(SEAL) Robt. H. Powell, Notary Public.