

As attorney for J.W. Rogers, Clerk, I leave on  
the 19th of 1940 cancelled the three notes  
discussed herein and have given said three cancelled  
notes on the date to D.C. Denson in the presence of the  
attorney J.W. Rogers and the presence of Miss Mary Smith  
K.C. & I have cancelled the three notes.

J.W. Rogers

To: W.D. & V.L.

D.C. Denson

To } Deed

Filed for Record at

day of

Recorded the 11th day of

A.C. Alsworth

Chancery Clerk.

By Lucile Sims,

D. C.

In Consideration of the sum of One and No/100 DOLLARS,  
cash in hand paid me by D.C. Denson the receipt of which is  
hereby acknowledged, and of the further sum of One Thousand and Eight and No/100 DOLLARS,  
due me by Him as is evidenced by his promissory notes of even date herewith,  
due and payable to my order, as follows, viz:

|                               |                        |             |
|-------------------------------|------------------------|-------------|
| One Note for \$ <u>354.00</u> | Due <u>One year</u>    | after date. |
| One Note for \$ <u>336.00</u> | Due <u>two years</u>   | after date. |
| One Note for \$ <u>318.00</u> | Due <u>three years</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 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, J.W. Rogers, do hereby convey and quit claim  
unto the said D.C. Denson forever, the following described  
real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

5/8 of an acre of land described as: Beginning at the southeast corner of the lot of land formerly  
owned by Mt. Abel Willing Workers Society No. 2 and running thence west along the north margin

of the Canton and Carthage Road 35 yards to a stake, thence North 85 yards to a stake, thence East  
35 yards to a stake, thence South 85 yards to the point of beginning; said tract or lot of land being  
located and situated in the W 1/2 of SW 1/4 of NE 1/4 of Section 20, Township 9, Range 3, East.

The above described property is no part of my homestead.

The said D.C. Denson is hereby given the right to prepay all or any part or all of the above  
described notes and in which event all unearned interest shall be deducted.

This deed is given subject to any unpaid taxes and subject to any outstanding tax sales against  
said property if any exist. By the acceptance of this deed the said Denson agrees to pay the taxes  
for the year 1938.

If this lien is foreclosed as hereinafter provided then, we or our, or I or my assigns may become  
the purchaser or purchasers of said property, 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 here-  
inafter provided.

To secure the payment of said notes I and my assigns hereby retain a vendor's lien upon said property and the  
said D.C. Denson 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 <sup>weeks</sup> ~~days~~ 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 con-  
veyance; 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 D.C. Denson or his assigns. The said  
is entitled to the rents and shall pay the taxes on said property for the year 1938.

WITNESS my signature and seal, this 6th day of October, A. D. 1938

J.W. Rogers

(Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, A. Notary Public

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 6th day of October, A. D. 1938

Robert H. Powell, Notary Public.

(seal)