

as attorney for J.W. Rogers, said, I have on
the 1st day of October 1940, recorded the
deed from me and Sam Sims and the Deed 173
noted on the date to D.C. Denson in the presence of the
attorney F.J. Denning and the purchaser J.W. Rogers, my attorney.

D.C. Denson
J.W. Rogers, Attorney C. Alsworth Clerk
To W.D. & V.L. by Mary Liberty, Jr.
D.C. Denson 3/19/1940

To Deed

TUCKER PRINTING HOUSE JACKSON MISS.
3/19/40 VOL 100 page 6th
Filed for Record at 10 o'clock P.M., the 6th
day of October 1938
Recorded the 11th day of October 1938
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 \$354.00 Due One year after date.
One Note for \$336.00 Due two years after date.
One Note for \$318.00 Due three years 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. quitclaim
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 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 W¹/₂ of S¹/₄ of E¹/₄ 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 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 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 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 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 D.C. Denson or his assigns. The said
is entitled to the rents and profits of the 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
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 6th day of October, A.D. 1938.

Robert H. Powell, Notary Public.

(seal)