

F. H. Ray, Jr.
To/Deed
G. M. Smith-vaniz

Filed for record the 31st day of Dec.
1926 at 10:50 o'clock A.M.
Recorded the 1st day of Jan. 1927.

W. B. Jones, Chancery Clerk
A. O. Sutherland, D.C.

Whereas on November 1, 1917, A. P. Durfey executed and delivered to Friley Jones and R.C.Williams a certain deed, conveying the lands hereinafter described, and to secure the balance of the purchase price of said lands, retained therein, and the said Friley Jones and R.C.Williams by the acceptance of said Deed, acknowledged a Vendor's lien on said lands, in the nature of a mortgage, with power of sale in A.P. Durfey, or his assignees, on default of the payment of any of said purchase money notes, which said deed is duly recorded in the Chancery Clerk's office of Madison County, Mississippi, in Record Book QQQ on page 166 thereof:

Whereas, on the first day of December, 1926, the balance of the said notes was past due and unpaid, and I, F. H. Ray, Jr., to execute and enforce said Vendor's Lien, I, being the owner and holder of said notes, did advertise said lands for sale before the South Door of the Court House in Canton, Mississippi, by posting a notice of said sale on the bulletin board at said Court House Door, and by having published in the Madison County Herald a copy of said notes, which notice was published in said newspaper in the issues of December 3, 1926, December 10, 1926, December 17, 1926 and December 24, 1926, proof of said publication being attached hereto as Exhibit A to this deed and the notice posted at said Court House Door being attached hereto as Exhibit B;

And whereas on this 27th day of December, 1926, being the date off which said sale was advertised, at the hour of 1:15 o'clock P.M., before the South Door of said Court House, I, did offer said lands for sale at public out-cry, to the highest bidder for cash, offering said lands first in subdivisions of 160 acres of less, and then as a whole, when G.M. Smith-Vaniz appeared, and bid therefore for the lands as a whole the sum of \$1,000.00, which bid being the highest and best bid offered for said lands, and being more than the aggregate of the bids for the separate parcels, I did knock the same off and sell said lands to said G.M. Smith-Vaniz for said sum of \$1,000.00;

And whereas I have credited upon said notes the said sum of \$1,000.00, less the expenses incident to said sale, and whereas I have complied fully with all the terms and conditions of said deed and mortgage, and have complied fully with the law governing such sales, both precedent and subsequent to said sale;

Now, therefore, in consideration of the premises and the payment to me of said \$1,000.00, I, F. H. Ray, Jr., hereby CONVEY AND WARRANT SPECIALLY unto the said G. M. Smith-vaniz the following described lands in Madison County, Towit:-

W $\frac{1}{2}$ less 32 $\frac{1}{2}$ acres off North end Sec. 17, T. 8, R. 3 E., and 14 acres off West side of Sec. Sec. 17, T. 8, R. 3 E., less a roadway 30 feet wide deeded to Madison County by deed recorded in Deed Book UUU, page 542.

This conveyance is made subject to mortgage all of said lands to the Federal Land Bank of New Orleans, and subject to taxes for the year 1926.

Witness my signature this December, 27, 1926.

F. H. Ray, Jr.

State of Mississippi)

County of Madison)

Personally appeared before me, R.E.Spivey, Jr., a Notary Public in and for said County and State, the within named F.H.Ray, Jr., who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal at Canton, Mississippi, this the 7th day of December, 1926.

(SEAL) R. E. Spivey, Jr.,

Whereas, on the first day of November, 1917, A.P.Durfey executed and delivered to Friley Jones, and R.C.Williams a certain deed, conveying the hereinafter described lands, and to secure the balance of the purchase price of said lands, retained therein, and the said Friley Jones, and R.C.Williams, by the acceptance of said deed, acknowledged, a vendor's lien on said lands, in the nature of a mortgage, with power of sale in A.P.Durfey, or his assignees, on default of the payment of any of the said purchase money notes, which said deed, with vendor's lien retained, is duly of record in the Chancery Clerk's office of Madison County, Mississippi, in Record Book 3Q at page 166 thereof; And,

Whereas, on the first day of December, 1926, the balance of said purchase price is past due and unpaid;

Now, therefore, to execute and enforce said vendor's lien, notice is hereby given that I, F. H. Ray, Jr., the owner and holder of said notes, will, on the 27th day of December, 1926, within legal hours, at the South Door of the Court House in Canton, Mississippi, offer for sale, at public out-cry, and sell to the highest bidder for cash, the lands in Madison County, Mississippi, described as follows: Towit:-

W $\frac{1}{2}$ less 32 $\frac{1}{2}$ acres off North end Sec. 17, T. 8, R. 3 E., & 14 acres off West side of Sec. Sec. 17 T 8 R 3 E., less a roadway 30 feet wide deeded to Madison County by deed recorded in Deed Book UUU, page 542.

Said lands will be sold subject to a deed of trust to the Federal Land Bank of New Orleans;

Witness my signature this the 1st day of December, 1926.

F. H. Ray, Jr.

State of Mississippi)
Madison County)

In Chancery Court

Personally appeared before me, the undersigned Notary Public of said County, C.N.Harris, the Publisher of The Madison County Herald, a semi-weekly newspaper published in the City of Canton, in said County and State, who, on oath, says the publication of which the instrument herewith annexed is a true copy, was published in said newspaper as follows: