

Lot No. 2 that was set off to Frank Penquite was valued at \$600.00 more than each of the other two shares. It is therefore ordered by this court that the said Frank Penquite pay to the heirs of Elijah Penquite and to Cameron Penquite the sum of \$200.00 each, thereby equalizing and settling the value of each of the said three shares and the same shall be a charge upon his land until paid.

And it is further ordered that said report of commissioners relating to said division of personal property do in all thing stand ratified and confirmed to be observed by all the parties concerned therein, and that said report and all proceedings had in the matter of said division be recorded.

It is further ordered that all costs accrued in this matter shall first be paid and that E.B. Harrell attorney of record be allowed the sum of \$200.00 the same being a reasonable fee for services performed in this matter. Which is made a charge upon the property hereinbefore described.

Ordered adjudge and decree this 19th November, 1906.

G. G. Lyell, Chancellor.

(\$2.05 fee paid)

All

S. L. Mansell, *The witness Vandie Green is satisfied*
Atlanta O. Mansell, *in full & satisfied. This Dec 24, 1924.* Filed for record the 31st day of
To/Deed *S. L. Mansell* Jany 1922 at 3:45 P.M.
F. E. Herber and
Ruby V. Heberer and
F. P. Railsback *Attest 12/24/24* Recorded the 31st day of Jany 1922.
W.B. Jones Clerk

In consideration of \$14,500.00 paid and to be paid us by F.E. Heberer and Ruby V. Heberer and E. P. Railsback as follows:-

Cash heretofore paid us by grantees--- \$500.00 and the further consideration of the eleven promissory notes of the said grantees as follows:-

1 note due June 1st, 1922 for \$2500.00 and the nine promissory notes of \$1000.00 each due respectively on January 1st, 1923, to 1931 inclusive, and one promissory note for \$2500.00 due Jan. 1st 1932. All of said notes payable to S.L. Mansell, and all of said notes being of even date herewith and bearing interest at the rate of six per cent per annum and attorneys fees as provided in their faces, we convey and warrant to the said F.E. Heberer and Ruby V. Heberer and F.P. Railsback the following described lands lying in Madison County, Mississippi, Viz:-

All the lands lying and being in S $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ and in SE $\frac{1}{4}$ Sec. 1, South of the Public Road and all N $\frac{1}{2}$ Sec. 12, lying South of said public road except forty acres south of said road to be laid off in the form of a square (as near as may be considering the meanderings of the said public road) as follows:-

Begin at a point where the public road intersects the County line dividing Madison from Leflore County, this point being the Northeast Corner of the (4) acres, excepted from this conveyance and lay off forty acres in a square having for its East boundary line the County line which is the East line of Section 1, and Sec 12 and for its North boundary line the Public Road. The above lands conveyed being the lands conveyed S.L. Mansell by S.B. Wilder and Kater M. Wilder by their deed dated Jan. 4, 1898 and recorded in said County in Book GGG page 552, reference being here made thereto. And all of the S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 11, lying South East of the Public Road. Also the S $\frac{1}{2}$ Sec. 12 and N $\frac{1}{2}$ Sec. 13, and SE $\frac{1}{4}$ Sec. 13 and 55 acres off of the East side of the SW $\frac{1}{4}$ Sec. 13, and E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 14 and SE $\frac{1}{4}$ said Sec. 14, less sixty acres off the West side thereof, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 24, All in T. 10, R. 5, East. Estimated to contain 1400 acres. The grantors here warrant that the acreage in this tract will be 1400 acres, a few acres more or a few acres less.

Also the following described personal property:

All of the mules and farming utensils and about thirty head of cattle, including a registered Shorthorn Bull, and all the hogs on the place.

It is distinctly understood that the interest is to be paid annually on all of said notes except the first one, on January 1st of each year. The interest on the first note to be due June 1st 1922 will be paid when said note is paid.

It is further understood that a vendors lien is reserved on the above land and that a deed of trust is taken back from the grantees to H.B. Greaves as trustee covering the above described land, as additional or accumulative security for the payment of said notes.

It is further understood that said notes may be called due for a failure to comply with any of the provisions of said deed of trust and the holder of said notes shall have the option of foreclosing the vendors lien or deed of trust or either or both as he may see fit.

In the event said notes are not paid at maturity, or the interest on same is not paid as provided, annually on January 1st of each year, and the holder of said notes shall call said notes due and foreclose, either or both liens reserved to secure same, and the notes are placed in the hands of the trustee or an attorney for collection after they become due as provided in said notes, then attorneys fees provided in the face of the notes shall be due and secured by liens above referred to.

It is further understood as a part of the consideration for this conveyance that the grantors S.L. Mansell & wife shall pay the taxes assessed against said lands for the year 1921.

It is further understood that the grantees herein shall have the right to pay any and all of said notes on January 1st of any year and the interest will be collected to date of payment of such notes.

Witness our signatures this the 30th day of Dec. 1921.

S. L. Mansell,
Atlanta O. Mansell

(\$14.50 revenue stamp attached & cancelled)