

The within Vendor's Lien satisfied in full and cancelled
this Oct. 11, 1938.

Assignee
attest, *a. c. chworth, clerk*
By *Lucile Syms, D. C.*

J. W. Rogers Lumber Co.
By J. W. Rogers, Pres.
To : *Dea W. D. & V. L.*
V. F. Stegall
Eschol A. Stegall
Prin. \$2050.00 at 6%

Filed for Record at *10-11-38* P.M., the *29th*
day of *April* 19*33*
Recorded the *5* day of *Sept.* 19*33*
Aurie Sutherland, Chancery Clerk.
By *Cammie Parker.* D. C.

In Consideration of the sum of *One and no/100* DOLLARS,
cash in hand paid *us* by *V. F. Stegall & Eschol A. Stegall* the receipt of which is
hereby acknowledged, and of the further sum of *\$2050.00 Two Thousand & Fifty & No/100* DOLLARS,
due *us* by *them* as is evidenced by *their one* promissory notes of even date herewith,
due and payable to *our* order, as follows, viz:

One Note for \$ 2050.00 Due and payable at the rate of \$25.00 on the
1st. day of September 1933 & on the first day of each month thereafter until
sufficient payments of said sum have been made to re-pay the principal sum of
\$2050.00 together with six per cent interest per annum thereon from this 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 *15* per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. *We* do hereby convey and warrant unto the said *V. F. Stegall & Eschol A. Stegall, husband and wife* forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lot 2 in Block twenty-five Jones Addition to South Flora on East side of Carter Street, according to map of Town of Flora prepared by H. R. Covington, being the same lot conveyed to C. J. Campbell by J. R. Campbell et al by their deed recorded in Book 7 on page 409 of land records of Madison County, Miss.

By the acceptance of this deed the said Stegalls agree to pay, in addition to *tsaid* *\$25.00* per month, the interest, taxes and insurance premiums annually and further agree to keep the buildings upon said property insured against loss by fire and tornado in a sum not less than \$2000.00 of each in a company acceptable to J. W. Rogers Lumber Co., with the loss clause payable to said J. W. Rogers Lumber Co. J. W. Rogers as President of J. W. Rogers Lumber Co. has executed this deed in accordance with resolutions from the Stock-holders and the Board of Directors of said Company, said resolutions being duly recorded on the minutes of said J. W. Rogers Lumber Company, and authorize J. W. Rogers as President of said Co., to execute this deed. It is hereby agreed that said Stegalls may pay any amount in excess of \$25.00 on the first of any month. It is further agreed that said Stegalls shall receive at the end of every twelve months, interest credits at the rate of 6% per a num on all payments which they make during said twelve months, and said interest credits shall be credited on the note secured hereby.

We or our or I or my assigns may become the Purchaser or purchasers at any sale made under this deed

Should default be made in the payment of either of said *monthly payments* promissory notes when due, then *we* *our* or my assigns can in *our* 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 *we* *our* and my assigns hereby retain a vendor's lien upon said property and the said *Stegalls* 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 *us* or my assigns, and *we* or my assigns may enforce said lien without recourse to the courts, if there shall be default in the payment of any of said *monthly payments* 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* days' 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 lands 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, *we* *our* 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 *we* *our* or my assigns shall pay it over to the said *Stegalls* *their* or assigns. The said *Stegalls* shall pay one third of the taxes on said property for the year 19*33* & said Co., shall pay 2/3 of the taxes for the year 19*33*.
WITNESS *our* signature and seal, this *28th* day of *July*, A. D. 19*33*

J. W. Rogers Lumber Co., (Seal)
By J. W. Rogers, President. (Seal)

State of Mississippi, Madison County.
Personally appeared before me the undersigned officer who is duly qualified and empowered to take and certify to acknowledgments of deeds in said County and State, the within named *J. W. Rogers* to me personally known, who being by me first duly sworn, did say that *J. W. Rogers* is President of the *J. W. Rogers Lumber Company* of Canton, Mississippi, and that the seal affixed to the above instrument is the corporate seal of said corporation and that said instrument was signed and delivered on *the 28th day of July* 19*33* and for said County and State, behalf of said corporation by authority of its stockholders and of its Board of Directors and *J. W. Rogers* acknowledged that he signed, sealed and delivered said instrument of writing on the day and year therein mentioned, and as his free act and deed as President of said corporation.
Given under my hand and official seal, this *28th* day of *July*, A. D. 19*33*
(SEAL) *Robert H. Powell, Notary Public.*