

State of Mississippi
Madison County
City of Canton

Personally appeared before me, Robert H. Powell, a Notary Public in and for said City of said County and State the within named, Sarah Luckett Sanders, and Clem Sanders, husband and wife, and Emmett Luckett and Erline C. Luckett, husband and wife, and John Luckett and Lena C. Luckett, husband and wife, and Bennie Luckett and Josephine S. Luckett, husband and wife, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as their act and deed.

Given under my hand and official seal this 8 day of February, 1928.

(SEAL)

Robert H. Powell, Notary Public

State of Indiana
County of Marion
City of Indianapolis

Personally appeared before me, Billie Bailey a Notary Public in and for said City of said County and State, the within named Nattie Luckett West and Fred West, husband and wife, and Katie Luckett Fields and Henry Fields, wife and husband, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as their act and deed.

Given under my hand and official seal this 23 day of February, 1928.

(SEAL)

Billie Bailey, Notary Public
My commission expires Sept. 28, 1930

I. A. Dobson
B. C. Shackleford
T. D. Hudson
Percy C. Hudson
Perle Hudson

Principal of Deferred payments \$350.00.
Interest 6% Exempt.

Filed for record the 29th day of Feby 1928 at 11 o'clock A.M.
Recorded the 1st day of March, 1928.

W. B. Jones, Chancery Clerk
By Cammie Parker D.C.

In consideration of the sum of One Hundred Dollars, cash in hand paid us by PERCY C. HUDSON and PERLE HUDSON the receipt of which is hereby acknowledged, and of the further sum of Three Hundred Eighty-one 50/100 Dollars due us by said Percy C. and Perle Hudson, as is evidenced by their two promissory notes of even date herewith, due and payable to us or order, as follows, viz:-

One Principal & Int note for \$196.00 due one year after date,
One Principal & Int note for \$185.50 due two years after date,

each of said notes bearing interest after its respective maturity at the rate of 6% per annum, and 10 per cent attorney's fees, if placed in the hands of an attorney for collection after maturity, we, I. A. Dobson and B. C. Shackleford, do hereby CONVEY and WARRANT unto the said Percy C. Hudson and Perle Hudson, husband and wife, forever, the following described real estate lying and being situated in Madison County, State of Mississippi, to wit:-

All of Lot 3 and the E $\frac{1}{2}$ of Lot 2 in Block "A" of Oakland, a residential Subdivision lying partly within and partly without the City of Canton, as shown by map or plat of said subdivision on file and of record in the Chancery Clerk's office of said county.

Grantees assume our indebtedness aggregating \$500.00 with accrued interest from Jan 7th, 1928 to Rosa Garbarina Saucier which is secured by deed of trust on above lot to Tip Ray, Trustee of record in Trust deed book CK p. 118. Above lot is not and never has been the homestead of either of us.

The above described notes are hereby declared by the parties hereto to be in the nature of rent notes for the years in which such matures and secured by a lien on the agricultural crops in the nature of a landlord's lien.

Should default be made in the payment of either of said promissory notes when due then we or our 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, and our assigns hereby retain a vendor's lien upon said property, and the said Percy C. Hudson and Perle Hudson 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 our assigns, and we or our 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 three weeks' notice thereof by posting said notice at the South Door of the Court House in said County, and by publishing said notice for three consecutive weeks preceding said sale in a newspaper published in Madison County, Mississippi, and may convey the property so sold to the purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, we or our assigns, shall first pay the costs and expenses of executing said sale, and secondly pay the indebtedness secured and intended to be secured by this deed to the owners thereof; and should any balance remain we or our assigns shall pay it over to the said Percy C. and Perle Hudson for their assigns. The grantors or their assigns may purchase at the foreclosure sale in case of default.

The said Grantees are entitled to the rents and they shall pay the taxes on said property for the year 1928.

Witness our hands and seal this the 28th day of Feby., 1928.

I. A. Dobson, (Seal)
B.C. Shackleford (Seal)