

Vendor's lien & two notes transferred to J. W. Hall without recourse this June 29, 1929.

Not Open Office

Virgeon Alfred

To { ~~W.D. & V.L.~~
Jennie Brown

Filed for Record at 9 o'clock A. M. the 5th day of June 1929
Recorded the 15th day of June 1929
W.B. Jones Chancery Clerk
By A.O. Sutherland D. C.

In Consideration of the sum of (\$50.00) Fifty & No/100 DOLLARS, cash in hand paid me by Jennie Brown the receipt of which is hereby acknowledged, and of the further sum of One Hundred & No/100 (\$100.00) DOLLARS, due me by her as is evidenced by her promissory notes of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ 50.00	Due September 30, 1929	after date.
One Note for \$ 50.00	Due December 30, 1929	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.
One Note for \$	Due	after date.
One Note for \$	Due	after date.

Each of said notes bearing interest after its ^{date} ~~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. I, Virgeon Alfred, do hereby convey and warrant unto the said Jennie Brown, forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning at the southeast corner of Anna Jones lot on the West side of South Union Street and run thence south along the west margin of said Union Street 50 ft. to an iron stake, thence west 100 ft. to an iron stake, thence north 50 ft. to the said Anna Jones lot thence east to the point of beginning.

I intend and do hereby convey the lot just south of the Anna Jones lot and which lot has been pointed out by me, to the said Jennie Brown and we have staked out said lot together.

The above property is not my homestead property.

The vendor's lien herein has been satisfied and the notes paid. The vendor's lien herein is hereby cancelled this 20th day of June 1938.

attest: A. C. Cleary, Clerk
By Mary Doherty, Sec.
6/20/1938

J. W. Hall

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 Brown 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 Brown or his assigns. The said Brown is entitled to the rents and shall pay the taxes on said property for the year 1929.

WITNESS my signature and seal, this 4th day of June A. D. 1929.

Virgeon Alfred (Seal)
(Seal)

STATE OF MISSISSIPPI,

Madison County,
City of Canton

ss. Personally appeared before me, Robert H. Powell, a Notary Public in and for said City and for said County and State, the within named Virgeon Alfred, 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 5th day of June A. D. 1929.

(SEAL) Robt. H. Powell, Notary Public