

All notes mentioned herein have been paid in full and the vendor's lien reserved herein is hereby satisfied and cancelled this the 10th day Oct 1934
Attest: Aurie Butterland Anderson Fleming
Chancery Clerk

TUCKER PRINTING HOUSE JACKSON MISS.

Anderson Fleming

FILED for Record at 9:30 o'clock A.M., the 15th

day of Aug 1925

Recorded the 5th day of Sept 1925

W.B. Jones

Chancery Clerk

Joe HodgesBy H. D. Lane

D.C.

Lillie Hodges, wife

Prin. \$690.00 at 6%

Sixty & No/100

DOLLARS

In Consideration of the sum of Sixty & No/100 DOLLARS, cash in hand paid me by Joe & Lillie Hodges the receipt of which is hereby acknowledged, and of the further sum of \$783.55 Seven Hundred & Eighty-three & 55/100 (\$783.55) DOLLARS, due me by them as is evidenced by their promissory notes of even date herewith, due and payable to me order, as follows, viz:

27 One Note for \$ 25.00 & int at 6% per annum after date, due October 13th, 1925 and every two months thereafter, and One Note for \$ 19.20 Due: 56 months after date.

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Each of said notes bearing interest after its respective maturity at the rate of six per cent. per annum, and ten per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. I, Anderson Fleming, do hereby convey and warrant unto the said Joe & Lillie Hodges, with rights of survivorship forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

That lot located just East of A.H. Cauthen's lot on the South side of Hill St., being further described as beginning at the Northeast corner of A.H. Cauthen's lot on the south side of Hill Street and run thence South along the East margin of said Cauthen's lot 160 feet to a stake, thence East 57 feet to a stake, thence North 160 feet to the South side of Hill Street, thence West along said South margin of Hill Street 57 feet to the point of beginning. The said Hodges now occupy the house & lot conveyed herein.

I intend and do hereby convey the same lot that was conveyed to me by Dorothy O. Leitch as shown by deed from her recorded in Book One on page 501 in the Chancery Clerk's office for said County.

The said Hodges by the acceptance of this deed agree to keep the building upon said lot insured against loss by fire and tornado in a sum of \$600.00 of each if said amt. can be obtained, with the loss clause payable to Anderson Fleming.

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 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 Hodges 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 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, 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 Hodges or his assigns. The said Hodges shall get immediate possession of said lot and is entitled to the rents and shall pay the taxes on said property for the year 19

WITNESS my signature and seal, this 13 day of August A.D. 1925.

Anderson Fleming (Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County,
acknowledgments
in and for said County and State.

ss. Personally appeared before me, undersigned officer duly empowered to take

Anderson Fleming

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 14 day of August A.D. 1925

(SEAL) Robt. C. Rande, Justice of the Peace.