

418 G. Rorer N^o 5
The notes herein having been renewed and
reduced by the joint of G. Rorer & wife to Mr. E. Adelbert Trustee
of said notes. I hereby release the lien retained
in the notes of G. Rorer recited in this deed. Wm 1113-27

(523) *2nd Chancery Court for Madison County, Mississippi*
and of record in Book W.W.W., page 255 of the land records in the Chancery Clerk's Office
of Madison County, Mississippi.

~~By the above~~ Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our or assign's 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 grantee 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 of the time and place of sale, by posting a written or printed notice thereof 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 as sold to the purchasers thereof by proper instrument 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 grantee or his assigns. And Grantors or assigns may purchase at said foreclosure sale. The said grantee is entitled to the rents and shall pay the taxes on said property for the year 1921.

Witness:

A.O. Sutherland.

A. K. Foot, (Seal)

A. H. Gauthen (Seal)

State of Mississippi)

Madison County,)

Personally appeared before me, the undersigned authority in and for the said county and state, A.K. Foot and A.H. Gauthen, 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 and for the purpose therein stated.

Witness my hand and official seal, this the 16 day of June, A.D./1922.

D.C. McCool, Chancery Clerk

(SEAL) By, A.O. Sutherland, D.C.

This is a duplicate deed, the original having been destroyed by fire, and the original deed had \$2.00 worth of stamps on it.

C. J. Edgar,
Anna P. Edgar
To/Deed
M. S. Hill,
J. H. Tucker

Filed for record the 17th day of
June at 6 o'clock P.M.
Recorded the 19th day of June, 1922.

D.C. McCool, Chancery Clerk

In consideration of the cancellation and surrender to us of our notes payable to L. S. Hill and J. H. Tucker as shown in deed from them to us recorded in Book QQQ on page 252 in the Chancery Clerk's office of Madison County, Mississippi which they do upon the execution of this deed, we, C. J. Edgar, & Anna P. Edgar husband and wife do hereby convey and warrant unto the said M. S. Hill and J. H. Tucker forever the following described real and personal property lying and being situated in the County of Madison, State of Mississippi towit:-

The S¹/₂ of Sec. 3; and all of Sec. 10, and the SW¹/₄ SW¹/₄ of Sec. 11 and all of W¹/₄ NW¹/₄ of Sec. 14, North of the Canton and Carthage road all in Township 9, Range 4 East and also all of that personal property described and referred to in the deeds recorded in said Book QQQ on pages 244 and 252, reference to which being had will more fully appear.

The said Hill and Tucker will pay the taxes on said land for the year 1922 and will pay our note to the First National Bank for the sum of \$432.00 when due.

The said Hill and Tucker have rented to C. J. Edgar said land for the year 1922, at the sum of \$750.00.

Witness our signatures and seals this 17th day of June 1922.

C. J. Edgar,
Anna P. Edgar.

State of Mississippi)
Madison County, :
City of Canton)

Personally appeared before me Robert H. Powell, a Notary Public in and for said City in Said County and State, C.J. Edgar and Anna P. Edgar, husband and wife who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned as their act and deed,

Witness my signature and official seal this the 17th, day of June, 1922.

(SEAL) Robert H. Powell, Notary Public.