

The last note for 159.00 was exhibited to me by Henry Weatherly marked Paid 11/15/28 to Anderson Flemming

Anderson Flemming:

Filed for Record at 3:30 o'clock P. M., the 16th

day of Dec 1928

To: Deed W.D. & V. L.

Recorded the 16th day of Dec 1928

Henry Weatherly

W. B. Jones

Chancery Clerk

By A. G. Sutherland

D. C.

Prin. \$450.00 at 6% & exempt from taxation.

In Consideration of the sum of One Hundred & No/100 DOLLARS, cash in hand paid me by Henry Weatherly the receipt of which is hereby acknowledged, and of the further sum of 504.00-- Five Hundred & Four & No/100 DOLLARS, due me by him as is evidenced by his three promissory notes of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ <u>177.00</u>	Due <u>one year</u> after date
One Note for \$ <u>168.00</u>	Due <u>two years</u> after date
One Note for \$ <u>159.00</u>	Due <u>three years</u> 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 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, Anderson Flemming hereby convey and warrant unto the said Henry Weatherly forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

W<sup>1</sup> S<sup>1</sup> less 13 acres off South end Sec. 36, T. 12, R. 3 E.

Said lands are not now and never have been my homestead, as I have a home in Canton, Miss.

It is agreed that the said Weatherly may pre-pay any of said notes at the maturity of either and in case he should do so all unearned interest shall be deducted.

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 Weatherly 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. C., 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 Weatherly or his assigns. The said Flemming is entitled to the rents and shall pay the taxes on said property for the year 1928.

WITNESS my signature and seal, this 15th day of December, A. D. 19 28

(\$1.00 revenue stamp attached & cancelled)

Anderson Flemming (Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me Robert H. Powell, Notary Public of Canton

in and for said County and State, Anderson Flemming 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 15th day of December, A. D. 19 28

(Seal)

Robt. H. Powell, Notary Public.