

612 Paid & satisfied in full - 9/11/39

F. Allen

A.C. Alworth Clerk

By Lucile Surr, D.C.

✓ ✓ ✓

F. E. Allen

To/W.D.
J. S. Williams
Ollie Williams

9/11/39

Filed for record the 26th day of
Feby 1929 at One o'clock P.M.
Recorded the 16th day of March 1929.

W. B. Jones, Chancery Clerk
A.O. Sutherland, D.C.

For and in consideration of the sum of One Hundred and ten dollars (\$110.00), cash in hand paid me, the receipt of which is hereby acknowledged, and for the further consideration of the sum of Three Hundred Dollars, (\$300.00) due me, evidenced by the three notes of the grantees herein, due and payable as follows, towit;

One note for \$100.00 due June 25, 1928.

One note for \$100.00 due Oct 25, 1928.

One note for \$100.00 due Feb 25, 1929.

each of said notes bearing interest at the rate of six per cent per annum from date, and ten per cent attorney's fees if placed in the hands of an attorney for collection after maturity, I, F. E. ALLEN do hereby CONVEY AND WARRANT unto J. S. WILLIAMS and OLLIE WILLIAMS (Husband and wife) the following described tract or parcel of land, situated in the City of Canton, County of Madison and State of Mississippi, towit:-

Lots Nos. 5-6-7 and 8 in Block No. 2, Cauthens Addition to Canton, Mississippi according to a map now on file in the Chancery Clerks office of said County.

Should any of the above mentioned notes be not paid at its maturity, then the grantor herein may declare them all due and payable, whether by their terms or not, and the grantor may proceed to enforce payment thereof as hereinafter provided;

A Vendor's lien is hereby reserved by the grantor herein to secure the payment of the above mentioned notes, and the said grantees by the acceptance of this deed, acknowledged a vendor's lien in the nature of a mortgage, with power of sale in R.E. Spivey Jr., "Trustee", and the said R.E. Spivey, Jr may enforce said lien without recourse to the courts, if there shall be default in the payment of any of the said notes, by a sale of the 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 notice of the time and place of said sale as is required by law for the sale of lands under deeds in trust; and may convey the property so sold to the purchaser thereof by proper deeds of conveyance; and from the proceeds of said sale, he shall first pay the costs and expense of executing said sale, and secondly pay the indebtedness secured hereby, and should any balance remain, he shall pay the same to the grantees herein. It is also understood and agreed that in the event theretofore should be default in the payment of any of the said notes, and the said R.E. Spivey, Jr should for any reason whatsoever be unable to act as trustee, then the grantor herein reserves the right to appoint a substitute "Trustee" with the same power of sale, and authority as invested in the within named "Trustee".

It is also understood and agreed that the grantees are to pay any and all taxes on said property for 1928.

Witness my signatures this the 5th day of May 1928.

F. E. Allen

State of Mississippi)
County of Madison
City of Canton

Personally appeared before me, Elesa McBroom a Notary Public for said City, County and State, the within named F. E. Allen who acknowledged that he signed, sealed and delivered the foregoing instrument as his act and deed on the day and year therein mentioned.

Given under my hand and official seal this the 5th day of May 1928.

(SEAL)

Elesa McBroom Notary Public

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H. R. Axtell
To/W.D.
John C. Axtell

Filed for record the 4th day of Mch 1929 at 11:30 o'clock A.M.
Recorded the 18th day of March, 1929.

W.B.Jones, Clerk

State of Mississippi)
Madison County

For and in consideration of the sum of One Dollar cash in hand paid to me, H. R. AXTELL, by JOHN C. AXTELL, the receipt whereof is hereby acknowledged, I, the said H. R. AXTELL, do hereby CONVEY AND WARRANT unto the said JOHN C. AXTELL, the following described real estate lying, being, and situated in the village of Madison, County of Madison and State of Mississippi, towit:-

Beginning at the North East Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, Township 7, Range 2 East, and run West 77 feet to the I. C. R. Road's Right of way, thence South 24 degrees west along the right of way of said I. C. Rail Road right of way 24 feet, thence south 66 degrees east 89 feet to a stake, and thence north 66 $\frac{1}{2}$ feet to the point of beginning. The said lot of land lying in the north east corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, Township 7, Range 2, East. And hereby conveying to the said John C. Axtell that certain tract or parcel of land conveyed to me by W.B.Jones, on January 1st, 1924, and said deed being recorded in the Chancery Clerk's office of said County in Land Deed Book No. 3 at page 242. This land is no part of my homestead, and it is not necessary that my wife should join in this conveyance.

Witness my signature this the 4th day of March, Anno Domini, 1929.

H. R. Axtell