

A.C. Alsworth Clerk
By Addie F. Dunning De

J.W. Rogers

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

J.S. Cain

Prin. \$2100.00 @ 6%.

Filed for Record at 2 o'clock P. M., the 11th
day of February 1939
Recorded the 13 day of February 1939
A.C. Alsworth Chancery Clerk.
By Mary Doherty D. C.

In Consideration of the sum of Two Hundred and No/100 DOLLARS,
cash in hand paid me by J.S. Cain the receipt of which is
hereby acknowledged, and of the further sum of Twenty Seven Hundred and Thirty and No/100 DOLLARS,
due me by him as is evidenced by his promissory notes of even date herewith,
due and payable to my order, as follows, viz:

One Note for \$ 326.00	Due One year	after date. 40
One Note for \$ 314.00	Due Two years	after date. 46
One Note for \$ 302.00	Due Three years	after date.
One Note for \$ 290.00	Due Four years	after date.
One Note for \$ 278.00	Due Five years	after date.
One Note for \$ 266.00	Due Six years	after date.
One Note for \$ 954.00	Due Seven years	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 fifteen per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity I, J.W. Rogers, do hereby convey and warrant unto the said J.S. Cain forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

1/2 of NW 1/4 and 20 acres off of the west side of W 1/2 of NE 1/4 of Section 14, Township 10, Range 4 East.
Also

A tract of land in the West half of the Northeast Quarter, Section 14, described as beginning at a point on the North side of the Canton and Camden Road, said point beginning 5.0 chains East and 5.0 chains North of the Center of said Section and run thence North 35.0 chains, thence East 7.50 chains, thence South 31.7 chains to the North side of said road, thence Southwesterly along said road to the point of beginning.

All in Township 10, Range 4 East.

The last described tract of land is conveyed subject to any interest which the Federal Land Bank of New Orleans or its assigns may have in minerals upon said land as shown by deed recorded in Book No. 11 on page 523 in the Chancery Clerk's office of Madison County, Mississippi.

It is agreed that the grantee may prepay any or all of the above notes at any time and should do so then all unearned interest shall be deducted.

The above described property is no part of J.W. Rogers homestead. The grantee, J.S. Cain, covenants and promises to keep the dwelling upon said property insured against loss by fire and tornado in a sum of not less than \$1000.00 of each and the barn upon said property insured against loss by fire and tornado in a sum of not less than \$250.00 of each in a company acceptable to J.W. Rogers with the loss clause payable to said J.W. Rogers. Should default be made in the payment of either of said promissory notes when due, then I, or our, or any of my assigns may become 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 J.S. Cain 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 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 J.S. Cain or his assigns. The said J.S. Cain is entitled to the rents and shall pay the taxes on said property for the year 1939.

WITNESS my signature and seal, this 11th day of February A. D. 1939

J.W. Rogers. (Seal)
(Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, Robert H. Powell, a Notary Public

in and for said County and State, J.W. Rogers, 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 11th day of February A. D. 1939

Robert H. Powell, Notary Public

(seal)

the purchaser or purchasers of said property, at any sale made under this deed.