

Vendor's lien herein retained
Satisfied + Cancelled
This 1st day of March - 1934

TUCKER PRINTING HOUSE JACKSON MISS.

Entered 3/1/34

Aurie Sutherland Chancery Clerk

J. W. Rogers

By Cammie Parker

To Deed & V. L.

L. J. Batte

Filed for Record at 10:40 o'clock A. M., the 24th.

day of Sept. 1934

Recorded the 27th day of Sept. 1934

Aurie Sutherland

Chancery Clerk

By Cammie Parker

D. C.

Principal \$1250.00 at 6%

In Consideration of the sum of \$250.00 Two Hundred & Fifty & NO/100 DOLLARS,
 cash in hand paid me by L. J. Batte the receipt of which is
 hereby acknowledged, and of the further sum of \$1250.00 Twelve Hundred & Fifty & 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 \$ 1250.00 Due and payable at the rate of 6% per annum after date.
 \$20.00 on the 3rd of November, 1934 and on the 3rd, day of each month thereafter until sufficient payments of said sum have been made repay to me or my assigns the principal sum of \$1250.00 together with 6% interest per annum thereon from this date One Note for \$ Due after date.
 the interest and taxes & insurance premiums shall be paid annually in addition to said monthly payments. The said Batte shall receive at the end of every twelve months interest credits at the rate of six per centum per annum on all payments which he makes on said note during said twelve months & said interest credited on said \$1250.00 note. 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 E. J. W. / do hereby convey and warrant unto the said L. J. Batte forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lots 36 and 37 of Black A., as shown by plat of Winterhaven Addition or Subdivision to the Town of Canton, Mississippi, which plat of record in Plat Book No. 2 at page 5 in the Chancery Clerk's office for Madison County, Mississippi.
 On Sept. 24, 1932 I gave a deed in trust on the above lots to the Building and Loan association of Jackson, Miss., which was filed for record on Sept. 30, 1932 and there remains an unpaid balance thereon of about \$950.00 at this time and I hereby premise to use the monthly payments received from L. J. Batte to pay off said indebtedness, or the said Batte may remit said monthly payments direct to said Association & receive credit on his note to me. The said Batte by the acceptance of this deed promises to keep the buildings on said property insured against loss by fire and tornado in a sum not less \$1000.00 of each in a company acceptable to me with the loss clause payable to me and he further promises to pay when due all legal taxes assessed against said property. Should he not keep said property insured as aforesaid, or should he fail to pay said taxes as aforesaid, then in such case I may insure said property or pay said taxes and the sums of money so paid out shall be and are hereby secured by this instrument and such money shall bear interest at the rate of 6% per annum from the time of such payments, or I may deduct the amounts so paid out from the monthly payments made to me by the said Batte. I convey this property with the same restriction that are set out in deed from McClanahan to Bailey recorded in Book No. 6 page 369 in said Clerk's Office, the same as if copied herein. The above property is not now and has never been any part of my homestead. The said Batte may pay any amount in excess of \$20.00 per month at his pleasure.
 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 Batte 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 Batte or his assigns. The said Batte is entitled to the rents and shall pay the taxes on said property for the year 1934.

WITNESS my signature and seal, this 21st day of September, A. D. 1934

J. W. Rogers

(Seal)

\$1.50 in revenue stamps attached & cancelled

(Seal)

STATE OF MISSISSIPPI,

Madison County,
in and for said County and State,

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

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 21st day of

September, A. D. 1934

Robert H. Powell

Notary Public

(Seal)