

State of Mississippi)

County of Madison)

Personally appeared before me, the undersigned authority in and for said County and State, C.H. Hayes and Thomas S. Hayes, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year mentioned therein, as their and deed.
Given under my hand and official seal, this the 5th day of May, 1923.

(SEAL) Robt. H. Powell, Notary Public.

Louise Engstrom Rubo,
To/ W. D. & V.L.
Ada P. Foot

Filed for record on the 7th day of
May 1923 at 2:15 o'clock P.M.
Recorded on the 9th day of May 1923
D.C. Cool, Clerk
By Lillian Holliday, D.C.

For and in consideration of the sum of Five Hundred (\$500.00) Dollars cash in me in hand paid by Ada P. Foot, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery to me by the said Ada P. Foot of her three promissory notes due and payable as follows, to-wit:

One note for One Thousand (\$1000.00) Dollars due January 1, 1924.
One note for Eleven Hundred Eight (\$1108.00) Dollars due January 1, 1925.

One note for Eight Hundred Forty-Eight (\$848.00) Dollars due January 1, 1926.

and the further consideration of the assumption by the said Ada P. Foot of a net indebtedness Jan. 1st, 1924 of Three Thousand (\$3000.00) Dollars due by me to C.E. Wilkins, assignee of Mrs. P. B. Hamilton, which indebtedness is secured by a deed of trust on the lands herein conveyed, dated May 9, 1922 to Tip Ray, Trustee, and recorded in Book B.O. Page 147 of the Land Records in the Chancery Clerk's Office of Madison County, Mississippi, I, Louise Engstrom Rubo, convey and warrant unto the said Ada P. Foot, the following described lands lying and being situate in the County of Madison, State of Mississippi, to-wit:

East Half of Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) in Section 20,
Northwest Quarter of Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) in
Section 21, North Half of North Half of East Half
of Southeast Quarter (NE $\frac{1}{2}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SE $\frac{1}{4}$) in Section 20,
Also the following tract of land: That certain tract
of land beginning at the Southeast corner of Section
20, and running North along the East line of Section
20 to the land formerly owned by Graham, thence West to
a Stake, thence South to the South line of Section 20,
and thence East along the South line of Section 20 to the
place of beginning, so as to include forty (40) acres.
All being in Township Nine (9), Range Two (2) East.

I covenant and warrant that the above described lands contain 180 acres and should any shortage in acreage be shown by the survey of a competent surveyor, the note maturing next after such survey shall be credited with such shortage at the rate of Thirty-five (\$35.00) Dollars per acre.

The grantee shall have possession of said lands January 1, 1924, but such part north of the road which is not rented for the current year, the grantee may enter for the purpose of fencing, improving, or fall plowing.

The grantor shall be entitled to all rents for the year 1923 and shall pay the taxes for the year 1923.

The principals of the above described notes are respectively \$1000.00, \$1000.00, and \$800.00 and the same may be paid at any interest paying date (that is, any January 1st) without the unearned interest.

It is also agreed by the grantor that the proceeds of any insurance held by grantor on the buildings on said lands, in case of destruction, shall inure to the benefit of grantee by being credited on the note next maturing.

Should default be made in the payment of either of said promissory notes when due, then I or my assigns can in my or my 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 Ada P. Foot 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 three weeks' notice thereof at the South Door of the Court House in said County and by publishing said notice for three consecutive weeks preceeding said sale, in a newspaper published in Madison County, Mississippi, 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 secondly 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 Ada P. Foot or her assigns.

Witness my hand and seal, this the 5th day of May 1923.

Louise Engstrom Rubo

(SEAL)