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See Vendor's Lien, how to secure payment of the notes over the property of the Alsworths as conveyed to Mrs. F. C. Howell & E. A. Howell by deed No. 84, 342

E. A. Howell

Mrs F. C. Howell

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

F. E. Alsworth

Filed for Record at 5:30 o'clock P. M. the 14

day of Jan 1926

Recorded the 20 day of Jan 1926

W. B. Jones Chancery Clerk

By D. C.

In Consideration of the sum of Five Hundred and No/100 DOLLARS, cash in hand paid us by F. E. Alsworth, Canton, Miss., the receipt of which is hereby acknowledged, and of the further sum of Forty-six Hundred and Fifty-Five & No/100 DOLLARS, due to us by him as is evidenced by his ten promissory notes of even date herewith, due and payable to our order, as follows, viz:

One Note for \$ 560.00	Due one year	after date.
One Note for \$ 539.00	Due Two years	after date.
One Note for \$ 518.00	Due Three years	after date.
One Note for \$ 497.00	Due Four years	after date.
One Note for \$ 476.00	Due Five years	after date.
One Note for \$ 455.00	Due Six years	after date.
One Note for \$ 434.00	Due Seven years	after date.
One Note for \$ 413.00	Due Eight years	after date.
One Note for \$ 392.00	Due Nine years	after date.
One Note for \$ 371.00	Due Ten years	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 ten per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity we do hereby convey and warrant unto the said F. E. Alsworth forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

N $\frac{1}{2}$ of SW $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$ in Sec. 31, T. 9 R 3 East together with a right of way 16 feet wide, leading from the N. W. Corner of said land to the public graveled road that runs south from Canton, Miss., intending hereby to convey the same land as was acquired by E. A. Howell, and W. A. Sweeney from C. A. Hughes by deed which is of record in Chancery Clerk's office, Canton, Miss.

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 we or our assigns may in our 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 we or either our and my assigns hereby retain a vendor's lien upon said property and the said F. E. Alsworth 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 us or either our or our 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 and by publication as is required by law for sales of land under deeds in trust 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, we or our 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 we or our assigns shall pay it over to the said F. E. Alsworth or his assigns. The said F. E. Alsworth is entitled to the rents and shall pay the taxes on said property for the year 1926

WITNESS our signature S and seal S, this 31st day of December, A. D. 1925

E. A. Howell (Seal)

Mrs F. C. Howell (Seal)

\$4.00 revenue stamp attached & cancelled)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, J. S. Weatherby, Notary Public

in and for said County and State,

E. A. Howell and Mrs F. C. Howell

who acknowledged

that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 9th day of January, A. D. 1926

(SEAL)

J. S. Weatherby

My commission expires Jan 3th, 1929