

148 Satisfied - Full 2/2 of 3rd Erickson Bank
R. G. Cage vs R. J. Cauthen on Property
of Board & for Right
Explanation of A. G. Cage

R. G. Cage
To Deed
R. J. Cauthen

Filed for Record at 3:30 o'clock A.M., the 2
day of Dec. 1933
Recorded the 2 day of Dec 1933
Aurie Sutherland Chancery Clerk.
By D. C.

In Consideration of the sum of one----- DOLLARS,
cash in hand paid me by R. J. Cauthen the receipt of which is
hereby acknowledged, and of the further sum of One Hundred & Sixty three 50/100 DOLLARS,
due me by him as is evidenced by his 2 promissory notes of even date herewith,
due and payable to my order, as follows, viz:

One Note for \$ 84.00	Due one year	after date.
One Note for \$ 79.50	Due two 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.
One Note for \$	Due	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 6 per cent. per annum, and 15 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity I, A. G. Cage do hereby convey and warrant unto the said R. J. Cauthen forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

W½ NE¼ less 25 acres off North end thereof Sec. 26, T. 12, R. 4, E. Five acres off West end S½ NE¼ Sec. 26, T. 12, R. 4, East, and more particularly described as follows:-

55 acres off of South end W½ NE¼ & 5 acres off of West side of S½ NE¼ NE¼ all in Sec. 26, T. 12, R. 4, E.

Said 5 acres is so laid off as to be bounded on North by land known as Walters land and on South by what is known as Green Lands and on East by what is known as Levy lands and on West partly by said 55 acres and partly by what is known as Walters land.

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 Cauthen 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 Cauthen or his assigns. The said A. G. Cage is entitled to the rents and shall pay the taxes on said property for the year 19

WITNESS my signature and seal this 1st day of December A. D. 19 33
A. G. Cage (Seal)
(50¢ on Revenue stamps attached hereto and cancelled) (Seal)

STATE OF MISSISSIPPI,

Madison County,

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

in and for said County and State, A. G. Cage who acknowledged that she signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 1st day of December A. D. 19 33

Robert H. Powell, Notary Public.

(SEAL)