

W. T. Rogers
To/ W. D.
W. H. Rogers

Filed for record on the 11th day of
July 1923 at 11 o'clock A.M.
Recorded on the 11th day of July
1923.
D.C. McCool, Clerk
By Lillian Holliday, D.C.

The State of Mississippi
county of Madison,

In consideration of ONE THOUSAND DOLLARS W. T. Rogers conveys and warrant to W. H. Rogers the land described as Lots One, Two, Seven & Eight (1, 2, 7 & 8) Block Thirty Two (32) Highland Colony, as laid down on plat on file in the office of the Chancery Clerk of said Madison County, and situated in the County of Madison in the State of Mississippi.

Witness my signature the 5th day of July A. D. 1923.

W. T. Rogers

The State of Mississippi
County of Madison.

Personally appeared before me, an officer of the County of Madison in said State, the within named W. T. Rogers, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned.

Given under my hand and official seal at Ridgeland Mississippi, this the 5th day of July A. D. 1923.

(SEAL)

J. P. Cooke, Mayor of Ridgeland & Ex officio J.P.

\$1.00 revenue stamp attached and cancelled.

D. C. MCCOOL

Jno. B. Howell
A. K. Foot
A. H. Cauthen
To/W.D. & V.L.
Annie L. Lutz

Filed for record the 11th day of July
1923 at 4 o'clock P.M.
Recorded the 11th day of July, 1923.

CHANCERY CLERK

D. C. McCool, Chancery Clerk.
A. O. Sutherland, D.C.

PRIN. OF DEFERRED PAYMENTS \$172.65. INTEREST 6% EXEMPT.

In consideration of the sum of Eighty-Six & 35/100 Dollars cash in hand paid us by Annie L. Lutz the receipt of which is hereby acknowledged, and of the further sum of One Hundred Seventy Two & 65/100 Dollars due us by said Annie L. Lutz as is evidenced by her two promissory notes of even date herewith, due and payable to us or order, as follows, viz:-

ONE NOTE FOR \$86.35 DUE SIX MONTHS AFTER DATE,
ONE NOTE FOR \$86.35 DUE TWELVE MONTHS AFTER DATE,

each of said notes bearing interest after its respective date at the rate of 6% per annum and 10% attorney's fees if placed in the hands of an attorney for collection after maturity we, John B. Howell, A. K. Foot, and A. H. Cauthen, do hereby convey and warrant unto the said Annie L. Lutz forever, the following described real estate, to wit:-

LOTS 11 - 12 - 13 - 14 & 15 in Block 2,
W $\frac{1}{2}$ Lots 21 - 22 & 23 in Block 2

in "Center Terrace", a residence section lying East of and partially within the city limits of the City of Canton, in Sections 19 and 20, Township 9, Range 3 East, Madison County, Mississippi. Same being the place formerly owned by John B. Howell, A. K. Foot, and A. H. Cauthen, and a plat of which was recorded in the Chancery Clerk's office at Canton, Madison County, Mississippi, on the 2nd day of November, 1921.

This deed is made by us and accepted by the vendee upon the following conditions, limitations and restrictions, to wit:-

First. Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our or our assigns' option declare them all due and payable whether so by their terms or not, and sale can then be made of said property as hereinafter provided.

Second. To secure the payment of said notes we or our assigns hereby retain a vendor's lien upon said property, and the said grantee 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 our assigns, and we or our assigns may enforce said lien without recourse to the courts by a sale of said property, before the South door of the Court House in Canton, Miss., at a public auction, to the highest bidder, for cash, after having given three weeks' notice of the time and place of sale, by posting a written or printed notice thereof at the South door of the Court House in said County, and by publishing said notice for three consecutive weeks preceding said sale in a newspaper published in Madison County, Mississippi, and may convey the property as sold to the purchaser 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 secondly 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 grantee or his assigns.

Third. This deed is delivered and accepted upon condition that the title to the land conveyed shall immediately revert to to the grantors in case it shall ever be sold, transferred or leased to any negro or negroes, or to any person for the use or occupancy by any negro or negroes, and upon the further condition that no building