

C. L. Hogue
Ida E. Hogue
To } Deed
Thomas Miggins

Filed for Record at 12:35 o'clock P.M., the 4th
day of Dec 1928.
Recorded the 10 day of Dec 1928.
W. B. Jones Chancery Clerk.
By A.O. Sutherland D.C.

In Consideration of the sum of -- One Hundred & Twenty-five -- DOLLARS,
cash in hand paid us by Thomas Miggins the receipt of which is
hereby acknowledged, and of the further sum of --One Hundred & Six -- DOLLARS,
due C.L.Hogue by him as is evidenced by his one promissory notes of even date herewith,
due and payable to C.L.Hogue order, as follows, viz:

One Note for \$ 106.00	Due	One year	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.
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 six per cent per annum, and 15 per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity we, C.L.Hogue & Ida E. Hogue do hereby convey and warrant unto the said Thomas Miggins forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec 12, T 9 R 4 E

Notario Público de Estado

Nov 12 1928

C. L. Hogue

C. L. Hogue

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 Miggins 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 & by publication as is required by law for sales of Land under Deed 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, 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 Miggins or his assigns. The said Miggins is entitled to the rents and shall pay the taxes on said property for the year 1928.

WITNESS our signatures and seal, this 4th day of December, A.D. 1928.

C. L. Hogue (Seal)

Ida E. Hogue (Seal)

STATE OF MISSISSIPPI,

Madison County, ss.

Personally appeared before me, R.H. Powell, a Notary Public in & for said City of Canton in and for said County and State, C.L. Hogue & Ida E. Hogue Husband & wife, 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 4th day of December, A.D. 1928.

(SEAL)

Robt. H. Powell, Notary Public