

S. S. Tisdale,
Ina Tisdale, Wife.
To } Deed & V. L.
Jim Hodges

Filed for Record at 2:25 o'clock P. M., the 6
day of April 1928
Recorded the 11 day of April 1928
W. B. Jones Chancery Clerk.
By _____ D. C.

In Consideration of the sum of \$100.00, One hundred & No/100 DOLLARS,
cash in hand paid us by Jim Hodges the receipt of which is
hereby acknowledged, and of the further sum of \$144.00, one Hundred & forty four & no/100 DOLLARS,
due us by him as is evidenced by his one promissory notes of even date herewith,
due and payable to S. S. Tisdale order, as follows, viz:

- One Note for \$ 144.00 Due October 6th, 1928 after date.
- One Note for \$ Due after date.
- One Note for \$ Due after date.
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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 Jim Hodges forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Lots 8, 9, 10 & 11 in Block Three, Also lots 7, 8, 9, & 10 in Block Four, all in East End Subdivision according to the plat or map thereof now on file in the Chancery Clerk's Office of said County.

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 my assigns can 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 and my assigns hereby retain a vendor's lien upon said property and the said Hodges 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 my assigns, and we 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 as in case of sales of lands under D.T. 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 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 we or my assigns shall pay it over to the said Hodges or his assigns. The said Hodges is entitled to the rents and shall pay the taxes on said property for the year 1928.

WITNESS our signature S and seal S, this 6th, day of April, A. D. 1928
S. S. Tisdale (Seal)
Ina Tisdale (Seal)

STATE OF MISSISSIPPI,
Madison County, ss. Personally appeared before me, Robert H. Powell, a Notary Public of Canton City of Canton S. S. Tisdale and Ina Tisdale, Husband and wife in and for said County and State, 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 6th, day of April, A. D. 1928
J. Paul White (SEAL) Notary Public