

By authority of power of Attorney from Sam Wiener recorded in Book 9 page 235 I hereby certify and cancel the vendors lien on note mentioned herein for \$300.00 dated April 6/1937

Sam Wiener
To } Deed
John W. Rogers.
Filed for Record at 11 o'clock A. M. the 17 day of April 1936
Recorded the 18 day of April 1936
A.C. Elsworth Chancery Clerk.
By Mrs. Lucile Sims D. C.

Prin. \$700.00 at 6%
In Consideration of the sum of (\$300.00) Three hundred and no/100 DOLLARS, cash in hand paid me by John W. Rogers the receipt of which is hereby acknowledged, and of the further sum of (\$700.00) Seven hundred and no/100 DOLLARS, due me by him as is evidenced by his promissory notes of even date herewith, due and payable to my order, as follows, viz:

- One Note for \$ 200.00 Due one year after date.
- One Note for \$ _____ Due _____ after date.
- One Note for \$ _____ Due _____ after date.
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- One Note for \$ _____ Due _____ after date.
- One Note for \$ _____ Due _____ after date.

Said notes bearing interest after its respective maturity at the rate of 6 per cent. per annum, and 10 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. I, Sam Wiener, Jr. do hereby convey and warrant unto the said John W. Rogers City of Canton forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

Beginning at the Southeast corner of Lot 56 on the North side of East Peace Street according to George & Dunlap's map of Canton, Miss. , made in 1898, and run thence North to the Southeast corner of the lot that was conveyed to Mrs. Blanche Howell by Sam Wiener, Jr. by deed dated November 12, 1934, and recorded in Book No. 9 on page 235 thereof, and then run West 100 feet to the Northeast corner of a lot that was conveyed by Sam Wiener, Jr., to M.E. Ragsdale by deed made on November 7, 1934, and recorded in Book No. 9, on page 205 thereof, and then run South to the Southeast corner of said Ragsdale's said lot, to East Peace Street, and then run East along said street to the point of beginning.

By the above deed I intend and do hereby convey the East Half (E¹/₂) of what was known as the old Gwinner Lot on the North side of East Peace Street less a 62 foot strip of land off of the North end thereof which I conveyed to Mrs. Blanche Howell as shown by deed recorde in Book 9 on page 235.

Said Lot faces on East Peace Street 100 feet and runs back between parallel lines approximately 208 feet.

It is distinctly understood and agreed that the said Rogers may prepay said note at any time with the accrued interest.

If this lien is foreclosed as hereinafter provided than I our my assigns may become the purchaser of said property 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 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 John W. Rogers 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 by publication as is required by law in case of sales of lands under D. T. 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 John W. Rogers or his assigns. The said John W. Rogers is entitled to the rents and shall pay the taxes on said property for the year 1936.

WITNESS my signature and seal, this 6th day of April, A. D. 1936
Sam Wiener Jr. (Seal)

\$1.00 Revenue stamps attached hereto, and cancelled.

STATE OF MISSISSIPPI, CADDO PARISH } ss. Personally appeared before me, the undersigned Notary Public in and for said County and State, Sam Wiener Jr. who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as his act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this 8th day of April, A. D. 1936
J.W. Williams
(seal) Notary Public

My commizzion expires - does not expire.