

VVV

R. M. Stribling

To Deed W. D. & V. E.

L. C. Chamblee

Filed for Record at 4:40 o'clock P.M., the 23rd
 day of July 1929
 Recorded the 26th day of July 1929
 W. E. Jones Chancery Clerk
 By Cammie Parker D.C.

In Consideration of the sum of Five & No/100 DOLLARS,
 cash in hand paid me by L. C. Chamblee the receipt of which is
 hereby acknowledged, and of the further sum of \$2400.00 Twenty Four & No/100 DOLLARS,
 due me by him as is evidenced by his six promissory notes of even date herewith,
 due and payable to my order, as follows, viz:

| | | | |
|-----------------|---------------|-----|---|
| One Note for \$ | <u>400.00</u> | Due | <u>November 1st, 1930</u> , after date. |
| One Note for \$ | <u>400.00</u> | Due | <u>November 1st, 1931</u> , after date. |
| One Note for \$ | <u>400.00</u> | Due | <u>November 1st, 1932</u> , after date. |
| One Note for \$ | <u>400.00</u> | Due | <u>November 1st, 1933</u> , after date. |
| One Note for \$ | <u>400.00</u> | Due | <u>November 1st, 1934</u> , after date. |
| One Note for \$ | <u>400.00</u> | Due | <u>November 1st, 1935</u> , 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. I, R. M. Stribling, hereby convey and warrant unto the said L. C. Chamblee, my unexpired lease in of and to forfe~~forfe~~ye, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

A tract of land in Sec. 16, T. 9, R. 3 E. described as beginning at a point on the East side of the Canton and Sharon Road 46.02 chains along said road from the Railroad Right of Way of the Pearl River Valley Lumber Co., at this point a field leads off in an easterly direction, running thence South 46 degrees 15 minutes east 266.64 chains, thence south 47 degrees west 13.21 chains, thence north 46 degrees 15 minutes west to the said gravel road, thence north 45 degrees 55 minutes east along said road 13.25 chains to the point of beginning, containing 35 acres and being the same land as staked out and surveyed by H. R. Covington on March 30, 1925.

N.B.

I covenant and promise to keep the buildings upon said property insured against loss by fire and tornado in a sum not less than \$1000.00 of each in a company acceptable to said Stribling with the loss clause payable to said Stribling. The above property is not my homestead and I now live in my home in Canton, Miss. I now have note for \$300.00 pf L. C. Chamblee to cover the rent on said lands for the year 1929.

On July 27, 1928 I gave a deed of trust on the above lands and on my homestead in Canton, Miss. to the Building & Loan Association of Jackson, Miss. and I hereby bind myself to pay off said deed of trust in accordance with the terms thereof, and in case there should be a foreclosure under said deed of trust then it is agreed that my homestead in Canton shall be held first.

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 Chamblee 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 required by law as in case of sales 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, 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 Chamblee or his assigns. The said Chamblee shall pay me \$300.00 rent for 1929 and is entitled to the rents and shall pay the taxes on said property for the year 19

WITNESS my signature and seal, this 23 day of July A.D. 1929

R. M. Stribling (Seal)

(Seal)

STATE OF MISSISSIPPI,

ss.

Madison County, Personally appeared before me Robert H. Powell, Notary Public of Canton in and for said County and State, R. M. Stribling 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 the 23 day of

July A.D. 1929

Robt. H. Powell
Notary Public

(Seal)