

*Satisfied & Cancelled this 25th of Sept - 1937*  
*By J. W. Rogers*

J. W. Rogers Lumber Co.,  
 By J. W. Rogers, Pres.  
 To W.D. & V.L.  
 W. M. Pickens  
 Roberta Pickens

Attest: C. C. Alworth, Clerk

By Lucile Burns, D.C. 9/23/37

Filed for record the 25th, day Sept.,  
 1933, at 3:35 O'clock, P. M., and  
 Recorded the 28th, day Sept., 1933.

Aurie Sutherland, Chancery Clerk

Prin. \$2475.00 at 6%. In Consideration of the sum of twenty-five & No/100 Dollars, cash in hand paid us by W. M. & Roberta Pickens the receipt of which is hereby acknowledged, and of the further sum of \$2475.00 Twenty-four Hundred & Seventy-Five & No/100 Dollars, due us by them as is evidenced by their promissory note of even date herewith due and payable to our order as follows, viz:

One note for \$2475.00 due & payable at the rate of \$25.00 per month the first payment to be made on Oct. 20, 1933 & a like amount to be paid on the 20th., of each month thereafter until the principal of \$2475.00 together with 6 % interest per annum thereon from this date have been paid.

Said notes bearing interest after its respective maturity at the rate of six per cent per annum, and 15 per cent, attorney's fee if placed in the hands of a lawyer for collection after maturity, we do hereby convey and warrant unto the said W. M. & Roberta Pickens, husband and wife forever, the following described real estate, lying and being situated in City of Canton Madison County, State of Mississippi, to-wit:

A lot of land out of lots 51 and 53 on South Union Street in the City of Canton, Miss., being 70 feet by 150 feet off of the South side of that certain lot of land bought by Walter Saddler of Caleb Hawkins by deed dated April 22, 1922 of record in Deed Book QQQ on page 296 in the Chancery Clerk's office of Madison County, Miss., and being more particularly described as follows:

Beginning at a point on the East margin of South Union Street in the City of Canton, Mississippi according to the map of said City as prepared by George & Dunlap 140 feet from the Southwest Corner of the lot owned by A.M.E. Zion Church, and running thence North along the East margin of said Union Street 70 feet to a stake, thence East 150 feet to a stake, thence South 70 feet to a stake, thence West 150 feet to the point of beginning.

The grantees by the acceptance of this deed hereby covenant and promise to keep the buildings upon said property insured against loss by fire and tornado in a sum of not less than \$1600.00 of each in a company acceptable to said company, with the loss clause payable to said J. W. Rogers Lumber Company. Should said grantees not keep said property insured as aforesaid, or pay the taxes on said property when due, then the said company can in its option insure said property or pay said taxes and the sums of money so paid out shall be and are hereby secured by this vendors lien upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 6 % per annum.

The grantees shall have the right to pay any or all of the indebtedness set out herein on the first day of any month.

This deed is executed in accordance with authority given by resolutions duly passed by the stockholders and board of directors of the said J. W. Rogers Lumber Company, said resolutions being duly recorded upon the minutes of said Company.

It is agreed that the said Pickens shall receive at the end of every twelve months interest credits at the rate of 6% per annum on all payments which they may make during said twelve months and said interest credits shall be credited on said \$2475.00 note.

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 our 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 our assigns hereby retain a vendor's lien upon said property and the said W. M. & Roberta Pickens 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 my or our assigns and we or our 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 notice thereof at the Court House door in said County & by publication as is required by law as in case of sales of lands under D.T. 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 our assigns, shall first pay the costs and expenses of executing said sale, and second, pay the indebtedness secure 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 Pickens or their assigns. The said Pickens are entitled to the rents and shall pay 1/4 of the taxes on said property for the year 1933.

Witness our signatures and seals this 20th., day of September, A. D., 1933.

(SEAL)

J. W. Rogers Lumber Co.,  
 By J. W. Rogers, President

State of Mississippi,  
 Madison County.

Personally appeared before me the undersigned officer who is duly qualified and empowered to take and certify acknowledgments of deeds in said County and State, the within named J. W. Rogers who being sworn did say that J. W. Rogers is President of the J. W. Rogers Lumber Company of Canton, Mississippi and that the seal affixed to the above instrument is the corporate seal of said corporation and that said instrument was signed and sealed and delivered on behalf of said corporation by authority of its Stockholders and of its Board of Directors and J. W. Rogers acknowledged that he signed, sealed and delivered said instrument of writing as the act and deed of said corporation, and as his free act and deed as president of said Corporation.

Given under my hand and official seal this the 23 day of September 1933.

(SEAL)

Robt. H. Powell  
 Notary Public