

088
K. H. Hogue
J. H. Hogue
O. R. Stewart

Nannie Stewart

To: Deed

C. M. Hogue

S. L. Hogue

Filed for Record at 12:30 o'clock P. M., the 2nd

day of Nov 1927

Recorded the 2nd day of Nov 1927

W. B. Jones

Chancery Clerk

By A. O. Sutherland

D. C.

In Consideration of the sum of Two Hundred DOLLARS, cash in hand paid us by C. M. Hogue & S. L. Hogue the receipt of which is hereby acknowledged, and of the further sum of Six Hundred & Thirty six DOLLARS, due me O. R. Stewart by them as is evidenced by their one promissory notes of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ 636.00 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.

Each of said notes bearing interest after its respective maturity at the rate of 6 per cent. per annum, and 15 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. We, O. R. Stewart & Nannie Stewart, Husband & wife, do hereby convey and warrant unto the said C. M. Hogue & S. L. Hogue forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

SW 1/4 SE 1/4 Sec 1, T 9, R. 4 East.

We will discharge all liens on said lands when said notes have been paid.

We are entitled to the rents and will pay the taxes on said land for 1927.

We or our, or I or my assigns may become the Purchaser or purchasers at any sale made under this deed.

O. R. Stewart

Should default be made in the payment of either of said promissory notes when due, then I or my assigns can in me 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 C. M. & S. L. Hogue, 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 C. M. & S. L. Hogue or his assigns. The said O. R. Stewart is entitled to the rents and shall pay the taxes on said property for the year 1927.

WITNESS OUR signature and seal, this 2nd day of November, A. D. 1927

O. R. Stewart

(Seal)

Nannie Stewart

(Seal)

STATE OF MISSISSIPPI,

Madison County,
City of Canton

ss.

Personally appeared before me Robert H. Powell a Notary Public in and for said City,

in and for said County and State, O. R. Stewart & Nannie Stewart, 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 2nd day of November, A. D. 1927.

(SEAL)

Robt. H. Powell, Notary Public