

J. W. Rogers Lumber Company
By J. W. Rogers, President.
To/W.D. & V/L

C. R. Sandidge & Mildred M. Sandidge

Filed for record the 30 day of Dec. 1932 at
10 o'clock A.M. and
Recorded the 7 day of Jan. 1933.

Aurie Sutherland, Clerk.

In Consideration of the assumption and payment by C.R. & Mildred M. Sandidge of \$2612.40 due The Building & Loan Ass'n., of Jackson, Miss., as shown by D.T. in its favor recorded in Book C.T. Page 478 in the Chancery Clerk's office for Madison Co., Mississippi, and

In Consideration of the sum of One and No/100 Dollars, cash in hand paid us by C. R. Sandidge and Mildred M. Sandidge the receipt of which is hereby acknowledged, and of the further sum of \$268.17, Two Hundred & Sixty-eight & 17/100 Dollars, due us by them as is evidenced by their five promissory notes of even date herewith, due and payable to our order, as follows, viz:

- One Note for \$12.37 Due one year after date.
- One Note for \$12.37 Due two years after date.
- One Note for \$12.37 Due three years after date.
- One Note for \$12.37 Due four years after date.
- One Note for 218.69 Due five years after date.

Each of said notes bearing interest after its respective maturity at the rate of six per cent. per annum, and fifteen 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 C. R. Sandidge & Mildred M. Sandidge forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

4 acres of land described as, Beginning at a stake on the public road leading North from Canton at the SW corner of the N $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 18, T. 9, R. 3 East and running thence North along the East Margin of said road 210 feet to a stake; and thence East 840 ft. to a stake and thence South 210 ft. to a stake and thence West on the south line of said subdivision 840 ft. to the point of beginning.

N.B.

The said Road is the western boundary of said 4 acres whether said road touches said SW corner or not, Less

A lot out of the SW corner of the above described property, said lot being described as follows:- Beginning at a stake on the public road leading N from Canton, Miss., at the SW corner of the N $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 18, T. 9, R. 3 E.; and running thence North along the East margin of said road 100 ft. to a stake and thence East 125 ft to a stake and thence S. 100 ft. to a stake and thence W. on the South line of said subdivision 125 ft. to the point of beginning.

This deed is executed by J. W. Rogers, Pres. of J. W. Rogers Lbr. Co., of Canton, Mississippi in accordance with resolutions passed by the stock-holders and also by the Board of Directors of said Company authorizing him to execute this deed, said resolutions being duly recorded on the minutes of said Company.

Whereas the deed of trust to the Building & Loan Association of Jackson, Mississippi, which is recorded in Book C.T. on page 478 in the Chancery Clerk's office for said County, requires payments of \$70.00 per month yet nevertheless J. W. Rogers Lbr. Co., hereby guarantees to the said Sandidges that they will not be required to pay to said association over \$70.00 per mo. on the loan in favor of said Association, and their first payment shall be made on Jan. 1, 1933 and they shall pay a like amount (\$30.00) on the 1st day of each month thereafter until said deed of trust and notes secured thereby have been paid in full.

The said Sandidges by their acceptance of this deed covenant and promise to keep the buildings on the described property insured against loss by fire and tornado in a sum not less than \$2500.00 of each in a company acceptable to J. W. Rogers Lbr. Co., with the loss clause payable to the said J. W. Rogers Lbr. Co., as its interest may appear.

In case of default and a sale of the property conveyed herein becomes necessary under the terms of this instrument, then in such case J. W. Rogers, as President of said J. W. Rogers Lumber Co., or his successor in office may advertise and sell said property in accordance with the provisions set out herein and in case of such a sale the said J. W. Rogers as President of said Company or his successor in office or their 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 Sandidges 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 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 or monthly payments, 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, & by publication as is required by law as in case of sales of lands under deed of trust, 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 secured 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 Sandidges or their assigns. The said J. W. Rogers Lumber Co., are entitled to the rents and shall pay the taxes on said property for the year 1932.

WITNESS our signatures and seal, this 12th day of December, A.D. 1932.

J. W. Rogers Lbr. Co. (SEAL)
By J. W. Rogers (SEAL)

John Sandidge
Dated May 1934
Building & Loan Association
of Canton, Mississippi
Chancery Clerk
Madison County, Mississippi