

S. R. Smith

To Deed W.L. & W.D.  
Gardner Ross

Filed for Record at 11 o'clock A.M., the 28

day of Dec 1927

Recorded the 14 day of Jan 1928

W.B. Jones Chancery Clerk

By A.O.Sutherland D.C.

In Consideration of the sum of One DOLLARS,  
 cash in hand paid me by Gardner Ross, the receipt of which is  
 hereby acknowledged, and of the further sum of THIRTY FIVE HUNDRED & SIXTY SIX & 80/100 DOLLARS,  
 due me him as is evidenced by his promissory notes of even date herewith,  
 due and payable to my order, as follows, viz:

|                         |                 |             |
|-------------------------|-----------------|-------------|
| One Note for \$ 365.30  | Due one year    | after date. |
| One Note for \$ 353.30  | Due two years   | after date. |
| One Note for \$ 341.30  | Due Three years | after date. |
| One Note for \$ 329.30  | Due four years  | after date. |
| One Note for \$ 317.30  | Due five years  | after date. |
| One Note for \$ 1860.30 | Due six years   | 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 10 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity, S.R. SMITH do hereby convey and warrant unto the said GARDNER ROSS forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

(A tract of land in the NE<sup>1/4</sup> of Sec. 32 T. 10 R 4 E., containing 31.50 acres & more particularly described as beginning at the NW corner of 30 acres off the East side S<sup>1/2</sup> of said NE<sup>1/4</sup> & run thence N. 14.44 chains, thence West 16.42 chains to Canton & Camden Road, thence south westerly along said road 3.85 chains, thence East 3.25 chains, thence south 16.05 chains, thence east 15 chains, thence North 6.05 chains to the point of beginning - & also - 30 acres off the East side S<sup>1/4</sup> NE<sup>1/4</sup> Sec. 32, T. 10 R 4 E., & SW<sup>1/4</sup> NW<sup>1/4</sup> & 10 acres off the N. end SE<sup>1/4</sup> NW<sup>1/4</sup> & 5 acres off the S. end NE<sup>1/4</sup> NW<sup>1/4</sup> A1P in Sec. 33 T. 10 R 4 E.)

All oil & mineral rights hereby reserved in land above described.

If the said Ross pays all notes when due up to the 6th year, he shall have an extension of 7 years longer to pay the six note herein mentioned.

The above land is not Gardner Ross's homestead.

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 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 Gardner Ross 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 and by 3 weeks publication of said sale in the Madison County Herald 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 Gardner Ross or his assigns. The said S.R. Smith is entitled to the rents and shall pay the taxes on said property for the year 1927

WITNESS my signature and seal, this 28th day of December, A.D. 1927 ✓

S. R. Smith (Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County, ss. Personally appeared before me W. B. Jones, Chancery Clerk  
 in and for said County and State, S. R. Smith who acknowledged  
 that she signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as act and deed and for the purpose therein expressed.

WITNESS my hand and official seal, this the 28th day of December, A.D. 1927

(SEAL) W.B. Jones, Chancery Clerk