

✓✓✓

C. A. Johnson
To } Deed
S. R. Brown

Filed for Record at 3:20 o'clock P. M., the 24th day of Dec 1925
Recorded the 24 day of Dec 1925
W. B. Jones, Chancery Clerk.
By A.C. Sutherland D. C.

In Consideration of the sum of One Hundred, seventy & No/100 (\$170.00) DOLLARS, cash in hand paid me by S. R. Brown the receipt of which is hereby acknowledged, and of the further sum of One Hundred, Ninety & 80/100 (\$190.80) DOLLARS, due me by him as is evidenced by his one promissory notes of even date herewith, due and payable to my order, as follows, viz:

- One Note for \$ 190.80 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 six per cent per annum, and ten per cent attorney's fees, if placed in the hands of a lawyer for collection after maturity. I, C. A. Johnson do hereby convey and warrant unto the said S. R. Brown forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

20 acres off North end B¹/₂ SW¹/₄ less 2.60 acres off north end Sec. 1, T. 9, R. 4, E.

Said land has never been my 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 S.R. Brown 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 publication as is required by law as in case of sales of lands 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 S.R. Brown or his assigns. The said C. A. Johnson is entitled to the rents and shall pay the taxes on said property for the year 1925.

WITNESS my signature and seal, this 15th day of December, A. D. 1925.
C. A. Johnson (Seal)

\$.50 revenue stamp attached & cancelled)

STATE OF MISSISSIPPI, ss. Personally appeared before me, J. S. Weatherby, a Notary Public in and for said City of Canton, Madison County, and for said County and State, C. A. JOHNSON 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 17th day of December, A. D. 1925.
J. S. Weatherby, Notary Public.
(SEAL) My commission expires Jan. 3th, 1929.