

William Trafton

Filed for Record at 10:37 o'clock A. M., the 26  
day of Oct 1927

To: ~~Dead~~ W. D. & V. E.  
Ida C. Roberts

Recorded the 2nd day of Nov 1927  
W. B. Jones Chancery Clerk  
By A. O. Sutherland D. C.

Gladys G. Cook & Dorothy O. Rogers  
Prin. \$3600.00 at 6% & exempt from taxation

In Consideration of the sum of \$1200.00, Twelve Hundred & No/100 DOLLARS, cash in hand paid me by Ida C. Roberts, Gladys G. Cook, & Dorothy O. Rogers the receipt of which is hereby acknowledged, and of the further sum of \$3600.00, Thirty-six Hundred & No/100 DOLLARS, due me by them as is evidenced by their five promissory notes of even date herewith, due and payable to my order, as follows, viz:

|                        |                 |             |
|------------------------|-----------------|-------------|
| One Note for \$ 720.00 | Due one year    | after date. |
| One Note for \$ 720.00 | Due two years   | after date. |
| One Note for \$ 720.00 | Due three years | after date. |
| One Note for \$ 720.00 | Due four years  | after date. |
| One Note for \$ 720.00 | Due five 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. |

One Note for \$ and the interest on each of said notes shall be paid annually.

Each of said notes bearing interest after due date at the rate of six per cent. per annum and 15 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. I, William Trafton, do hereby convey and warrant unto the said Ida C. Roberts, Gladys G. Cook and Dorothy O. Rogers forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

12 acres of land in the W $\frac{1}{2}$  E $\frac{1}{2}$  Section 21, Town. 9, Range 3 East, described as beginning on the North margin of the Canton and Turnetta Road on the line dividing the east half from the west half of said Section 21, and run thence North 404 feet to a stake, thence North 78 degrees 30 minutes East 1342.5 feet to the East line of the W $\frac{1}{2}$  E $\frac{1}{2}$  of said Section 21, thence South 354 feet to the North margin of said Canton and Turnetta Road, thence South Westerly along said road to the point of beginning, all in Madison County, State of Mississippi.

It is understood and agreed that the Grantees shall have the right and privilege of paying all or any part of the Principal at any time and upon such prepayments the holder of the mortgage shall release such part of the property described herein as may be designated by the grantees or their heirs or assigns, but not more in proportion in acreage to land under this mortgage at time of payment than the amount of payment at such time bears to the balance of the principal under this mortgage still unpaid at such time.

It is further agreed that whenever payments on the principal shall be made in advance of maturity as above set out, the interest upon such pre-payments shall cease, except that the holder of this mortgage shall be entitled to sixty days additional interest to permit re-investment of funds without loss to said holder. THE ABOVE LAND IS NOT 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 Roberts, Cook and Rogers 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 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 Grantees or their or his assigns. The said Trafton is entitled to the rents and shall pay the taxes on said property for the year 1927.

WITNESS my signature and seal, this 25th day of October, A. D. 1927

William Trafton (Seal)  
(Seal)

STATE OF MISSISSIPPI,

Madison County,  
City of Canton

in and for said County and State,

Personally appeared before me, the undersigned Notary Public of Canton  
- - - WILLIAM TRAFTON

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 26th day of October, A. D. 1927

B. L. Roberts, Jr.,  
(SEAL) Notary Public

Attest Jan 8-1934  
Rune Adair  
Rune Adair  
Rune Adair

W. Trafton

Copy of 1934  
Cancelled and sold in full