

A. P. Durfey
To/W.D.
John H. Mulholland

Filed for record the 22nd day of Dec.,
1923 at 11:45 A.M.
Recorded the 22nd day of Dec., 1923.

D.C.McCool, Chancery Clerk
A. O. Sutherland, D.C.

In consideration of the assumption, by John H. Mulholland, of the indebtedness due, by me, on the lands hereinafter described, I, A. P. DURFEY hereby, CONVEY and WARRANT to the said JOHN H. MULHOLLAND the following described land, lying and being situated in the County of Madison, State of Mississippi towit:

Block Nine (9), Ten (10), Seventeen (17), and Eighteen (18), of the Federal Live Stock Farm Sub-Division, as shown by Plat of said Sub-Division duly of record in the Chancery Clerk's office of Madison County, Mississippi.

The Warranty herein is subject to a loan to the Federal Land Bank of New Orleans, and a deed of trust to the Federal Live Stock Co., of Waukesha Wisconsin, and to Taxes for the year 1923.

Witness my signature this, the 15th day of November, 1923.

A. P. Durfey

State of Mississippi)
Madison County :
District Number One)

Before me, the undersigned Authority, duly commissioned and qualified to take and certify acknowledgements in and for said District, County, and State, Personally appeared the within named A. P. DURFEY, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein written, and as and for his act and deed.

Given under my hand and official seal this, the 15th day of December, 1923.

R. E. Spivey, Jr., Notary Public.

Lillie P., Cheek
Robt T. Cheek, Guardian of
W. A. Cheek, a minor
To/Warranty deed & Vendor's Lien
LEWIS CARSON

Filed for record the 24th day of Dec.,
1923 at 10:45 A. M.
Recorded the 27th day of Dec., 1923.

D. C. McCool, Chancery Clerk
A. O. Sutherland, D.C.

Prin. or Deferred Payments \$1300.00, Int 6% Exempt.

In consideration of the sum of Five Hundred Dollars cash in hand paid us by LEWIS CARSON, the receipt of which is hereby acknowledged, and of the further sum of SIXTEEN HUNDRED EIGHTY DOLLARS due us by said Lewis Carson, as is evidenced by his 3 promissory notes of even date herewith, due and payable to us or order, as follows, viz:-

One note for \$590.00 due Jan. 1st, 1921 after date
One note for \$560.00 due Jan. 1st, 1922 after date
One note for \$530.00 due Jan. 1st, 1923 after date

each of said notes bearing interest after its respective maturity at the rate of 6% per annum, and 10 per cent attorney's fee, if placed in the hands of a lawyer for collection after maturity, we, Lillie P. Cheek and R. T. Cheek as Guardian of Wm. A. Cheek, a minor, do hereby convey and warrant unto the said Lewis Carson forever, the following described real estate lying and being situated in Madison County, State of Mississippi, towit:-

W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 33; and Lots 3 and 4 E. B. L. Sec. 32, T $\frac{1}{2}$ N. 10, Range 5 East, containing 170 acres, more or less. Grantors retain 1/2 of all oil and mineral rights. Grantee to have rents and profits and possession for 1920 and pay taxes for year 1920. William R. Cheek, a minor, conveys his undivided 1/2 interest by and through his Guardian Robt. T. Cheek under and by virtue of the authority of a decree of the Chancery Court of Madison County rendered at its regular May 1920 Term, confirming a sale made Mch 27, 1920 under authority of a decree rendered Mch 10th, 1920.

Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in we or our 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 or our assigns hereby retain a vendor's lien upon said property, and the said grantee 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 assigns and we or our assigns may enforce said lien without recourse to the courts by a sale of said property, before the south door of the Court _____ in Canton, Mississippi, at public auction, to the highest bidder, for cash, after having given three weeks' notice of the time and place of sale, by posting a written or printed notice thereof at the South Door of the Court House in said County, and by publishing said notice for three consecutive weeks preceeding said sale in a newspaper published in Madison County, Mississippi, and may convey the property as sold to the purchaser 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 secondly 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 grantee or his assigns. The said Grantee is entitled to the rents and shall pay the taxes on said property for the year 1920.

Witness my signature and seal, this 11th day of May 1920.

Lillie P. Cheek (Seal)
R. T. Cheek, (Seal)
Guardian of Estate of William A. Cheek,
a minor.