

Filed for record the 4th day of  
Feby., 1924 at 8.30 A.M.  
Recorded the 12th day of Feby..1924.

W.B.Jones, Chancery Clerk  
H. D. Lane, D.C.

In consideration of Thirteen Hundred and Fifty Dollars and No/100 Dollars (\$1350.00), of which sum \$300.00 is paid cash on delivery of this deed by Mamie Russell Wells; and the balance is evidenced by five (5) promissory notes of the said Mamie Russell Wells, of even date herewith, which with interest thereon accruing at six per cent (6%) per annum, are as follows:

One Note for \$313.00 due December the 1st, 1924; and  
One Note for \$248.00 due December the 1st, 1925; and  
One note for \$236.00 due December the 1st, 1926; and  
One note for \$224.00, due December the 1st, 1927; and  
One note for \$212.00 due December the 1st, 1928.

We convey and warrant to the said Mamie Russell Wells the following described land, situated in Madison County, Mississippi, namely:

The  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of the  $NW\frac{1}{4}$  and the  $W\frac{1}{2}$  of the  $E\frac{1}{2}$  of the  $SW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section 36, Township 7, Range 1, East. The same being shown on the present map of the Highland Colony now on file in the Chancery Clerk's office in Madison County, Mississippi, as Lots No. 4 and 5, and the  $W\frac{1}{2}$  of Lot 3, and the  $W\frac{1}{2}$  of Lot 6, of Block 46 of the Highland Colony.

It is distinctly understood that a Vendor's lien and deed of trust are given back to secure the above purchase money notes, and a failure to pay any of said notes as they fall due, the holder of said notes may foreclose the deed of trust or Vendor's lien here reserved, or both.

It is further understood that whenever the above notes are paid and the Deed of Trust is cancelled by the Trustee or holder of said notes, as therein provided, the same shall operate to cancel the vendor's lien here reserved.

Witness our signatures this the 1st day of December, 1923.

Witness to mark: George S. Hamilton

Cary Stevens (her x mark) Miller  
Geo. Miller.

\$\$\$1.50 revenue stamp attached & cancelled)

State of Mississippi)  
County of Hinds :  
City of Jackson )

Personally appeared before me, an acting, qualified Notary Public, in and for said City in said County and State, the within named Cary Stevens Miller, and George Miller, husband and wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, at my office, this the 2nd day of February,

(SEAL)

George S. Hamilton, Notary Public.

C. J. Jones  
Minnie L. Jones  
To W. D & V.L.  
J. A. BEALE

Filed for record the 4th day of  
Feb., 1924 at 12:30 P.M.  
Recorded the 12th day of Feb., 1924.

Prin. of Deferred payments \$300.00. Int 6% Exempt.

W.B.Jones, Chancery Clerk  
A.O.Sutherland, D.C.

In consideration of the sum of Two Hundred Twenty-five Dollars, cash in hand paid us by J. A. Beale the receipt of which is hereby acknowledged, and of the further sum of Three Hundred & 00/100 (\$300.00) Dollars due us by said J.A.Beale as is evidenced by his promissory notes of even date herewith, due and payable to us or order, as follows, viz:-

One principal note for \$300.00 due January 1, 1925 after date,  
One Interest note for \$ 16.50 due January 1, 1925 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, C.J. Jones and Minnie L. Jones, husband wife, do hereby convey and warrant unto the said J.B. Beale forever, the following described real estate lying and being situated in Madison County, State of Mississippi, to-wit:-

E<sub>1</sub> N<sub>1</sub> W<sub>1</sub>, Section 33, Township 9, Range 4 East,  
 N<sub>2</sub> W<sub>2</sub> W<sub>2</sub> Section 33, Township 9, Range 4 East, ✓

Should default be made in the payment of either of said promissory notes when due, then we or our assigns can in our or our assign's option declare them all due and payable whether or by their terms or not, and sale then can be made of said property as hereinafter provided, And should foreclosure become necessary under the terms of this deed, grantors herein or their assigns may become the purchasers of said property at the foreclosure sale.

To secure the payment of said notes we and 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 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, 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 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 preceding said sale in a newspaper published in Madison County, Mississippi, and may convey the property as sold to the purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, we, or assigns, shall first pay the costs and expense 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

See page 288 Post where it is shown that error was made in conveying new "new" Sec 33-79-448

1924

C. J. Jones  
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