

W. K. Michel
 To/B.S. & V.L. ~~Exx:Dark~~
 R. C. Gilbert
 Floyd Gilbert

Filed for Record at 9:15 o'clock A. M. the 19
 day of Feby 1927
 Recorded the 23rd day of Feby 1927
 W. B. Jones Chancery Clerk
 By H. D. Lane, D. C.

In Consideration of the sum of One Hundred, Twenty-Five & No/100 (\$125.00) DOLLARS, cash in hand paid me by R.C. Gilbert and Floyd Gilbert the receipt of which is hereby acknowledged, and of the further sum of Three Hundred & No/100 (\$300.00) DOLLARS, due me by them as is evidenced by their nine promissory notes of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ 33.40	Due one month	after date.
One Note for \$ 33.40	Due two months	after date.
One Note for \$ 33.40	Due three months	after date.
One Note for \$ 33.40	Due four months	after date.
One Note for \$ 33.40	Due five months	after date.
One Note for \$ 33.25	Due six months	after date.
One Note for \$ 33.25	Due seven months	after date.
One Note for \$ 33.25	Due eight months	after date.
One Note for \$ 33.25	Due nine months	after date.
One Note for \$	Due	after date.
One Note for \$	Due	fifteen

Each of said notes bearing interest after its respective maturity at the rate of eight per cent. per annum, and per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity I, W.K. Michel & bargain, sell and deliver unto the said R.C. Gilbert and Floyd Gilbert forever, the following described property, lying and being situated in Madison County, State of Mississippi, to-wit: ---

My Shoe finisher and shoe stitcher and my three horsepower Electric Motor,

The above property, being located in the Shoe Repairing Shop, which I have occupied in the Masonic Building on the North side of West Peace St., in said City.

It is agreed that the said Gilberts may pay any or all of the notes described above at any time.

The said Gilberts by the acceptance of this bill of sale, hereby agree to keep said machinery insured against loss by fire, in a sum not less than \$300.00, with the loss clause payable to Robert H. Powell, Trustee.

For a valuable consideration the notes described herein have been transferred with recourse to R.H. Powell, Atty., for E.G. Carter of Texas.

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 Gilberts 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) days' 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 Gilberts or his assigns. The said Gilberts is entitled to the rents and shall pay the taxes on said property for the year 1927.

WITNESS my signature and seal, this 18th day of February, A. D. 1927.

Attest: R. H. Powell M. K. Michel (Seal)
 (Seal)

STATE OF MISSISSIPPI,
 Madison County
 City of Canton ss.

Personally appeared before me, Robert H. Powell, a Notary Public

in and for said County and State, the within named W.K. Michel 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 18th day of February A. D. 1927.

Robert H. Powell, Notary Public.
 (Seal)