

Mrs. Eugene Hesdorffer
M. B. Hesdorffer, Executor of
Est. of Albert Hesdorffer, Dec'd.

To } Deed

C. H. Boyd and Cora M. Boyd

Filed for Record at 4 o'clock P. M., the 2
day of December, 1935. XXX

Recorded the 13 day of December, 1935. XXX

Aurie Sutherland

Chancery Clerk

D. C.

By

In Consideration of the sum of One & no/100 DOLLARS,
cash in hand paid us by C. H. Boyd and Cora M. Boyd the receipt of which is
hereby acknowledged, and of the further sum of \$1481.00 Fourteen Hundred & Eighty-One & no/100 DOLLARS,
due us by them as is evidenced by they ten promissory notes of even date herewith,
due and payable to our order, as follows, viz:

One Note for \$ 178.16	Due one year	after date.
One Note for \$ 171.48	Due two years	after date.
One Note for \$ 164.80	Due three years	after date.
One Note for \$ 158.12	Due four years	after date.
One Note for \$ 151.44	Due five years	after date.
One Note for \$ 144.76	Due six years	after date.
One Note for \$ 138.08	Due seven years	after date.
One Note for \$ 131.40	Due eight years	after date.
One Note for \$ 124.72	Due nine years	after date.
One Note for \$ 118.04	Due ten years	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 15 per cent.
attorney's fees, if placed in the hands of a lawyer for collection after maturity we do hereby convey and warrant
unto the said C. H. Boyd and Cora M. Boyd, husband and wife forever, the following described
real estate, lying and being situated in Madison County, State of Mississippi, to-wit: All that part of 50 acres off
of the west side of the SW^{1/4} of Section 15, which lies North and East of the Canton and
Madisonville Road, containing 30.0 acres more or less, and the residence, all in Town-
ship 8, Range 3, East, and particularly described as follows: Beginning at N.W. Corner
of SW^{1/4} Said Section 15, run thence along the half section line East 12.5 chains, thence
South parallel with West line of said Section 27.5 chains to the public road, thence
North-westerly with said road to section line, thence North to beginning.

One black mare mule named Matt, twelve years old, and one blue mare mule named Blue,
twelve years old, and two red and brown and white spotted cows, and all plow tools, gear
and one wagon and implements of husbandry which the said Hesdorffers received from
Euelia H. Slaughter and W. A. Slaughter by deed recorded in Book No. 8 on page 452 there-
in in said Clerk's Office. A Deed in trust is taken from said Boyds on this date to se-
cure the above purchase money also but is taken only as additional security and not in
satisfaction of this lien. This deed is given in order to carry out a contract between
Albert Hesdorffer and Mrs. Eugene Hesdorffer and C. H. Boyd made and entered into on
April 3, 1933, and M. B. Hesdorffer, Executor of the Estate of Albert Hesdorffer, de-
ceased, executes this deed in accordance with a decree of the Chancery Court of said
County granted this Nov. 27, 1935, and duly filed in Cause No. 10536 and duly recorded
in the Chancery Clerk's office of said County.

Mrs. Eugene Hesdorffer is identical with Mrs. Henrietta G. Hesdorffer and is the
widow of Eugene Hesdorffer, deceased.

State of Texas) Personally appeared before the undersigned officer who is duly qualified and empower-
Brazos County) ed to take and certify to acknowledgments in and for said county and state the with-
in-named M. B. Hesdorffer, Executor of the Estate of Albert Hesdorffer, Deceased, who
acknowledged that he signed and delivered the foregoing instrument of writing on the day and
year therein mentioned as his act and deed and as the act and deed of such Executor and for the
purpose therein expressed. Given under my hand and official seal this the 30 day of November,

A. D. 1935.

Should default be made in the payment of either of said promissory notes when due, then we or my assigns can in our 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 here-
inafter provided.

To secure the payment of said notes we and my assigns hereby retain a vendor's lien upon said property and the
said Boyds 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 my assigns, and we
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 notice of the time and place of sale, by posting or printed notice thereof
& by publication as is required by law as in case of sales thereof to be made
at the Court House door in said County and may convey the property so sold to the purchasers thereof by proper instruments of con-
veyance; and from the proceeds of said sale, we 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
we or my assigns shall pay it over to the said Boyds or his assigns. The said Hesdorffers are
entitled to the rents and shall pay the taxes on said property for the year 1935.

WITNESS our signature S and seal S, this 27th day of November, A. D. 1935.

Mrs. Eugene Hesdorffer (Seal)
M. B. Hesdorffer
Executor of the Estate of Albert Hesdorffer, Deceased.

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me, Robert H. Powell

in and for said County and State, Mrs. Eugene Hesdorffer who acknowledged
that she signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as her act and deed and for
the purpose therein expressed.

WITNESS my hand and official seal, this the 27th day of Nov. A. D. 1935.
(SEAL) Robt H Powell Notary Public.