

108. The within notes have been transferred & assigned to Sam Wiener, Jr. of Shreveport, La.

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THICKY PRINTING HOUSE JACKSON MISS.

C. N. Floyd

Mrs C.N.Floyd, alias Nannie B.Floyd, wife

To } Deed

Ray Allard

Filed for Record at 8 o'clock A.M. the 3rd

day of Dec 1928

Recorded the 10 day of Dec 1928.

W. B. Jones

Chancery Clerk

By A. O. Sutherland

D.C.

Prin. \$2250.00 at 6% & taxation

In Consideration of the sum of One & No/100 - - - DOLLARS,  
cash in hand paid us by Ray Allard the receipt of which is  
hereby acknowledged, and of the further sum of \$2805.00, Twenty-Eight Hundred & Five & No/100 DOLLARS,  
due us by him as is evidenced by his eight promissory notes of even date herewith,  
due and payable to our order, as follows, viz:

One Note for \$635.00 -	Due October 15, 1928	after date.
One Note for \$355.00 -	Due November 1, 1929	after date.
One Note for \$340.00	Due November 1, 1930	after date.
One Note for \$325.00	Due November 1, 1931	after date.
One Note for \$310.00	Due November 1, 1932	after date.
One Note for \$295.00	Due November 1, 1933	after date.
One Note for \$280.00	Due November 1, 1934	after date.
One Note for \$265.00	Due November 1, 1935	after date.
One Note for \$	Due	after date.
One Note for \$	Due	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  
and Mrs C. N. Floyd, alias Nannie B. Floyd, do  
attorney's fees, if placed in the hands of a lawyer for collection after maturity we, C. N. Floyd and Ray Allard hereby convey and warrant  
unto the said Ray Allard forever, the following described  
real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

115 acres off of the South end of the NE<sup>1</sup>/<sub>4</sub> of Sec. 3, T. 8, R. 1 West, less 15 acres  
in the South West Corner thereof, conveyed to C. W. Shannon by deeds recorded in Book  
No. 5 on pages 142 and 394 in the Chancery Clerk's office of Madison County, Mississippi.

It is distinctly understood and agreed that we are conveying to the said Allard  
only 100 acres of land and said 100 acres of land have been pointed out and staked out  
by us and the said Allard.

It is further agreed that the said Allard may prepay any of said notes at the  
maturity of either and in case he should do so all unearned interest shall be deducted.  
It is agreed that Floyd will pay taxes in land above described for year 1927, thereafter  
to be paid by the said Allard.

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 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 hereinafter provided.

To secure the payment of said notes we and my assigns hereby retain a vendor's lien upon said property and the  
said Ray Allard by the acceptance of this deed intends to make  
either of us a lien upon said property in the nature of a mortgage, with power of sale in us or our 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 3 weeks' notice of the time and place of sale, by posting a written or printed notice thereof  
& by publication as is required by law as in case of sales of land under D/T.,  
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, 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 Allard or his assigns. The said Allard shall receive  
immediate possession of said property.  
is entitled to the rents and shall pay the taxes on said property for the year 19

WITNESS our signature and seal this 6th day of September A.D. 1927.

C. N. Floyd

(Seal)

Mrs C.N.Floyd alias Nannie B. Floyd

(Seal)

STATE OF MISSISSIPPI,

ss.

Madison County, Personally appeared before me, the undersigned authority duly empowered to take  
in and for said County and State, C.N.Floyd and Mrs C.N.Floyd, alias Nannie B. Floyd, husband and wife,  
who acknowledged  
that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as the last and deed and for  
the purpose therein expressed.

WITNESS my hand and official seal, this the 19 day of Oct. 2 A.D. 1927.

(No Seal) D. M. Dukes, J.P.