

TICKET PRINTING HOUSE JACKSON MISS.

C. N. Floyd
Mrs C.N.Floyd, alias Nannie B. Floyd, wife
To } Deed
Ray Allard
Prin. \$2250.00 at 6% & taxation

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.

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 attorney's fees, if placed in the hands of a lawyer for collection after maturity we, C. N. Floyd, alias Nannie B. Floyd, do 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 1/4 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/or 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 and acknowledge a lien upon said property in the nature of a mortgage, with power of sale in us or/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 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 s and seal s, 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 that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed and for the purpose therein expressed.
WITNESS my hand and official seal, this the 19 day of Oct., A D. 1927.
(No Seal) D. M. Dukes, J.P.