

Burt Smith

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To Deed  
West Jones

Filed for Record at I o'clock P. M., the 4th  
 day of Oct. 1938  
 Recorded the 5th day of October 1938  
A.C. Alsworth Chancery Clerk  
 By Lucile Sims D. C.

In Consideration of the sum of One and No/100 DOLLARS,  
 cash in hand paid me by West Jones the receipt of which is  
 hereby acknowledged, and of the further sum of Two Hundred and sixty and No/100 DOLLARS,  
 due me by him as is evidenced by his one promissory notes of even date herewith,  
 due and payable to my order, as follows, viz:

One Note for \$ 250.00, payable \$25.00 due on October 15th, 1938, and \$25.00 every seventh day thereafter until sufficient payments of said sum have been made to repay the principal of this note together with interest at the rate of 6% per annum thereon.

One Note for \$ Due after date.

Each of said notes bearing interest at the rate of fifteen percent (15%) per annum, and if any default is made in the payment of any of said notes, then the same may be sold, or otherwise disposed of, and the attorney's fees, if placed in the hands of a lawyer for collection after maturity, I, Burt Smith do hereby convey and warrant unto the said West Jones forever, the following described personal property, Canton ~~executed~~, lying and being situated in Madison County, State of Mississippi, to-wit:

One 1½ ton Ford Truck No. B.B. 18-1133548.

The amount set out herein is for the purchase price of said truck and the said Jones by the acceptance of this conveyance agrees not to use said truck for any purposes whatsoever, except to haul lumber, staves, etc., at the direction of the said Smith until after the note described herein has been paid in full, unless the said West first obtains the written consent of the said Smith to use said truck otherwise, and the said West further agrees to keep said truck at places to be designated by the said Smith.

any installment.

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 West Jones 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 three 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, me 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 West Jones or his assigns.

in case of death or disability of the owner, and shall pay the taxes on said property for the period of such disability.

WITNESS my signature and seal this 23rd day of September, A. D. 1938.

Burt Smith

(Seal)

(Seal)

STATE OF MISSISSIPPI,

ss.

Madison County, Personally appeared before me, Robert H. Powell, a Notary Public  
 in and for said County and State, Burt Smith 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 3rd day of October, A. D. 1938.

Robert H. Powell, Notary Public

(seal).