

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

Recorded the 13 day of December, 1935

Aurie Sutherland Chancery Clerk.

By D. C.

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 \$ <u>178.16</u>	Due <u>one year</u> after date.
One Note for \$ <u>171.48</u>	Due <u>two years</u> after date.
One Note for \$ <u>164.80</u>	Due <u>three years</u> after date.
One Note for \$ <u>158.12</u>	Due <u>four years</u> after date.
One Note for \$ <u>151.44</u>	Due <u>five years</u> after date.
One Note for \$ <u>144.76</u>	Due <u>six years</u> after date.
One Note for \$ <u>138.08</u>	Due <u>seven years</u> after date.
One Note for \$ <u>131.40</u>	Due <u>eight years</u> after date.
One Note for \$ <u>124.72</u>	Due <u>nine years</u> after date.
One Note for \$ <u>118.04</u>	Due <u>ten years</u> 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 $\frac{1}{4}$ 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 Township 8, Range 3, East, and particularly described as follows: Beginning at N.W. Corner of SW $\frac{1}{4}$ 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 Luella H. Slaughter and W. A. Slaughter by deed recorded in Book No. 8 on page 432 there in in said Clerk's Office. A Deed in trust is taken from said Boyds on this date to secure 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, deceased, 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.

W. E. Sims

Notary Public

(SEAL).

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 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 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 under 21 25 to land

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 Boyds or his assigns. The said Hesdorffers are

is entitled to the rents and shall pay the taxes on said property for the year 19 35.

WITNESS our signature S and seal S, this 27th day of November, A. D. 19 35.

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

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. 19 35.

(SEAL)

Robt H Powell Notary Public.