

Solomon High

To { ~~Dea~~ B.S. & V.I.

Peter Alfred

Filed for Record at 5:30 o'clock P M, the 9th
day of November 192 3
Recorded the 10th day of November 192 3
D. C. McCool Chancery Clerk
By A. O. Sutherland D. C.

In Consideration of the sum of One & No/100 DOLLARS,
cash in hand paid me by Peter Alfred the receipt of which is
hereby acknowledged, and of the further sum of \$813.00 Eight Hundred & Thirteen & No/100 DOLLARS,
due me by him as is evidenced by his promissory notes of even date herewith,
due and payable to my order, as follows, viz:

One Note for \$ 813.00	Due	six months	after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.
One Note for \$	Due		after date.

~~Dea~~ Said notes bearing interest after its respective maturity at the rate of six per cent. per annum, and ten per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity I, Solomon High bargain, sell and deliver unto the said Peter Alfred and forever, the following described personal estate, lying and being situated in Madison County, State of Mississippi, to-wit:

An undivided one half interest in, One Motor Hearse, One two horse drawn hearse, five embalming tables, One Church truck, all work tools, all accounts, and all stock on hand; in other words I desire to convey an undivided one half interest to said Alfred in what is known as the Madison County Undertaking Company, and the said Alfred by the acceptance of this deed hereby agrees to be responsible for one half of the indebtedness now against said Undertaking Co., and that may be hereafter against said Co.

It is understood that the note set out herein and all indebtedness against said Co., shall be paid out of the assets of the said Co.

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 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 Alfred 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 3 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, I 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 Alfred or his assigns. The said High and Alfred are entitled to the rents and shall pay the taxes on said property for the year 1923.

WITNESS my signature and seal, this 9th day of November A. D. 1923

Solomon High (Seal)

(Seal)

STATE OF MISSISSIPPI,
City of Canton
Madison County,

ss.

Personally appeared before me, Robert H. Powell, Notary Public of Canton

in and for said County and State, Solomon High 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 9th day of November A. D. 1923

(SEAL)

Robt. H. Powell, Notary Public