

Kittie Belle O. Riddick

To Deed  
E. W. Banks, H. L. Denton, and  
A. G. Sampson

Filed for Record at 9:45 o'clock A. M., the 30th  
 day of October 1935  
 Recorded the 31st day of October 1935  
 Aurie Sutherland Chancery Clerk  
 By D. C.

In Consideration of the sum of Two Hundred & Fifty & No/100 \$250.00 DOLLARS, cash in hand paid me by E. W. Banks, H. L. Denton, A. G. Sampson the receipt of which is hereby acknowledged, and of the further sum of Seven Hundred & Fifty & No/100 \$750.00 DOLLARS, due me by them as is evidenced by their eleven promissory notes of even date herewith, due and payable to my order, as follows, viz:

One Note for \$ 250.00	Due December 1, 1935	after date.
One Note for \$ 50.00	Due Jan. 1, 1936	after date.
One Note for \$ 50.00	Due February 1, 1936	after date.
One Note for \$ 50.00	Due March 1, 1936	after date.
One Note for \$ 50.00	Due April 1, 1936	after date.
One Note for \$ 50.00	Due May 1, 1936	after date.
One Note for \$ 50.00	Due June 1, 1936	after date.
One Note for \$ 50.00	Due July 1, 1936	after date.
One Note for \$ 50.00	Due Aug. 1, 1936	after date.
One Note for \$ 50.00	Due Sept. 1, 1936	after date.
One Note for \$ 50.00	Due Oct. 1, 1936	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 I, Kittie Belle Riddick do hereby convey and warrant sell & deliver & convey and warrant unto the said E. W. Banks, H. L. Denton, A. G. Sampson forever, the following described personal property real estate, lying and being situated in City of Canton, Madison County, State of Mississippi, to-wit:

One roll top desk, twenty-four chairs, one wicker set composed of settee & two chairs, one rug and one runner, one organ, thirteen large caskets, fifteen small caskets, three robes, one pick-up basket, two pair of church trucks, one cooling board, one ambulance cot & mattress, one pair of graves strays, one tent, one Media hearse and one set of chains, all of said property being in the store-house now owned by Eddie Harris on the West side of Hickory Street, except the hearse which is in the garage just back of said building, and all of said property and the said hearse have been pointed out by me to said grantees.

It is hereby agreed that any month that less than ten funerals are sold then or said month or months only \$30.00 will be required to be paid on said monthly notes, unless the funerals for any of said months amount to \$250.00 then in such event the \$50.00 notes will have to be paid.

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 E. W. Banks, H. L. Denton & A. G. Sampson 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 one 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 E. W. Banks, H. L. Denton & A. G. Sampson. The said Riddick is entitled to the rents and shall pay the taxes on said property for the year 1935.

WITNESS my signature and seal, this 28 day of October, A. D. 1935.  
 Kittie Belle O. Riddick (Seal)  
 (Seal)

STATE OF MISSISSIPPI,

Madison County,

ss.

Personally appeared before me Robert H. Powell, a Notary Public

in and for said County and State, Kittie Belle O. Riddick 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 28 day of October A. D. 1935.  
 Robert H. Powell  
 (Seal) Notary Public