

Land Deed  
#4.

4066

K. J. Davis

To ~~DECKBILL SALE~~

Nich J. Garrish

Filed for Record at 2:35 o'clock P.M., the 5  
day of Sept., 1923.

Recorded the 6th day of Oct 1923

D. C. McCool

Chancery Clerk

By A. O. Sutherland

D. C.

In Consideration of the sum of Two Hundred DOLLARS,  
cash in hand paid me by Nich J. Garrish the receipt of which is  
hereby acknowledged, and of the further sum of Three Hundred DOLLARS,  
due me by him as is evidenced by his 4 promissory notes of even date herewith,  
due and payable to my order, as follows, viz:

One Note for \$75.00	Due November 5 1923	after date.
One Note for \$75.00	Due December 5th 1923	after date.
One Note for \$75.00	Due January 5th 1923	after date.
One Note for \$75.00	Due February 5th, 1923	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.

Each of said notes bearing interest after its respective maturity at the rate of 6 per cent. per annum, and 10 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. I, K. J. Davis do hereby convey and warrant unto the said Nich J. Garrish forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

an undivided one half interest in my business on the South side of Peace Street known as Hamburger King, including all counters show cases & other fixtures now in the Building occupied by me, except the Wall Cases.

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 Garrett 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 2 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 Garrett or his assigns. The said is entitled to the rents and shall pay the taxes on said property for the year 1923.

WITNESS my signature and seal, this 5th day of October, A.D. 1923.

K. J. Davis (Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County,

ss. Personally appeared before me, D. C. McCool, Clerk of Chancery Court

in and for said County and State, K. J. Davis 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 5th day of October A.D. 1923.

D. C. McCool, Chancery Clerk

By, A. O. Sutherland, D.C.

(Seal)