

Jerry Scott  
To } Deed  
Alfonzie Proctor

Filed for Record at 4 o'clock P M., the 10  
day of Jan 1927  
Recorded the 17 day of Jan 1927  
W. B. Jones Chancery Clerk.  
By A. O. Sutherland D. C.

In Consideration of the sum of \$ One Hundred DOLLARS,  
cash in hand paid me by Alfonzie Proctor the receipt of which is  
hereby acknowledged, and of the further sum of \$ Six Hundred DOLLARS,  
due me by him as is evidenced by his four promissory notes of even date herewith,  
due and payable to my order, as follows, viz:

One Note for \$ 165.00	Due one year	after date.
One Note for \$ 155.00	Due two years	after date.
One Note for \$ 145.00	Due three years	after date.
One Note for \$ 135.00	Due four years	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 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, Jerry Scott do hereby convey and warrant unto the said Alfonzie Proctor forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

NB $\frac{1}{4}$  SW $\frac{1}{4}$  & 10 acres off of the West side of NW $\frac{1}{4}$  SE $\frac{1}{4}$  All in Sec. 34  
Town II Range 4 East. Said land is no part of my Homestead.

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 Proctor 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 weeks' notice of the time and place of sale; by posting a written or printed notice thereof & by publication in a newspaper as is required by law for sales of land under deeds in trust 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 Proctor or his assigns. The said Jerry Scott is entitled to the rents and shall pay the taxes on said property for the year 1926.

WITNESS my signature and seal, this 10th day of January, A. D. 1927.

Jerry Scott (Seal)  
(Seal)

STATE OF MISSISSIPPI,  
Madison County } ss.  
City of Canton  
City of said  
in and for said County and State.

Personally appeared before me, Robert H. Powell, a Notary Public  
Jerry Scott 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 10th day of January, A. D. 1927.

Robt. H. Powell,  
(SEAL) Notary Public