

W. K. Michel  
Deed  
1925

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TUCKER PRINTING HOUSE JACKSON MISS.

<u>W. K. MICHEL</u> <u>To D. B.S. &amp; V.L.</u> <u>M. G. EDWARDS</u>	Filed for Record at 3:15 o'clock P.M., the 20 day of Nov 1925. Recorded the 21 day of Nov 1925. <u>W. B. Jones,</u> Chancery Clerk. <u>By H. D. Lane, D. C.</u> D. C.
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In Consideration of the sum of (\$200.00) Two Hundred & No/100 DOLLARS, cash in hand paid me by M. G. Edwards the receipt of which is hereby acknowledged, and of the further sum of One Thousand Dollars & Six Per Cent Per annum /DOLLARS, due me by him as is evidenced by his twenty promissory notes of even date herewith due and payable to my order, as follows, viz:

One Note for \$50.00 Due 1 month after date & \$50.00 every thirty days thereafter until the full amount of \$1,000.00 and interest thereon at 6% per annum has been paid.  
 One Note for \$ Due  
 Each of said \$50.00 notes bear interest after date at 6% per year,  
 One Note for \$ Due after date.  
 One Note for \$ Due after date.

Dates  
 Each of 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, W.K. Michel do hereby convey and warrant personal property unto the said M. G. Edwards forever, the following described real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

I Landis Sticher, and Finisher, No. 12, 1 single patching machine, 1 Jack, All hand tools, 1 stove, chairs and furnishing fixtures, 1 motor, 1 skiver, & 1 heel remover.

Being all of the machinery, tools, and fixtures connected with and being used by me in the conducting of my shoe hospital.

I hereby declare that there are no liens against any of said property, and I further agree to pay all rent for the building, which I am now occupying up to this date, or if said Edwards does not make possession of said property, which has been pointed out to him and sold him, until the 20th., of Nov. 1925, then I will pay the rent up to the 20th., of Nov. 1925.

The said Edwards or his assigns may pay any of the above notes at any time.

The said Edwards shall keep the machinery insured in a company acceptable to me in the sum of \$800.00 against loss by fire, with the loss clause payable to me as my interest may appear.

I or my assigns may become the purchaser 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 M. G. Edwards 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 three 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 Edwards or his assigns. The said Michel is entitled to the rents and shall pay the taxes on said property for the year 1925.

WITNESS my signature and seal, this 14th day of November, A.D. 1925.

Attest: Robt. H. Powell,

*W. K. Michel*  
(Seal)

STATE OF MISSISSIPPI,

ss.

Madison County, Personally appeared before me, Robert H. Powell, a Notary Public in and for said County and State, the within named W. K. MICHEL 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 14, day of November, A.D. 1925.

(SEAL) Robt. H. Powell, Notary Public