

I. Hesdorffer and
Cora Hesdorffer, wife
To Deed
J. G. Rieder

Filed for Record at 5 o'clock P. M. the 15.
day of November, 1935. *px*
Recorded the 13th day of December, 1935 *px*
Aurie Sutherland Chancery Clerk
By Cammie Parker D. C.

In Consideration of the sum of 1.00 One & no/100 DOLLARS,
cash in hand paid us by J. G. Rieder the receipt of which is
hereby acknowledged, and of the further sum of 3400.00 Thirty-four hundred & no/100 DOLLARS,
due us by him as is evidenced by his (16) sixteen promissory notes of even date herewith,
due and payable to our order, as follows, viz:

One Note for \$ 250.00	Due January 15, 1936,	after date.
One Note for \$ 262.50	Due One year	
One Note for \$ 255.00	Due Two years	after date.
One Note for \$ 247.50	Due Three years	
One Note for \$ 240.00	Due Four years	after date.
One Note for \$ 232.50	Due Five years	
One Note for \$ 225.00	Due Six years	after date.
One note for \$ 217.50	Due Seven years	
One Note for \$ 210.00	Due Eight years	after date.
One note for \$ 202.50	Due Nine years	
One Note for \$ 195.00	Due Ten years	after date.
One Note for \$ 187.50	Due Eleven years	after date.
One Note for \$ 180.00	Due Twelve years	after date.
One Note for \$ 172.50	Due Thirteen years	after date.
One Note for \$ 165.00	Due Fourteen years	after date.
One Note for \$ 157.50	Due Fifteen years	after date.

Each of said notes bearing interest after its respective maturity at the rate of five per cent. per annum, and 15 per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity We, I. Hesdorffer & Cora Hesdorffer hereby convey and warrant unto the said J. G. Rieder forever, the following described

real estate, lying and being situated in Madison County, State of Mississippi, to-wit: The North Half of that certain tract of land described as follows:- All of SW₁ NW₁ West of Canton and Moore's Bluff Ferry Road, and West of the Public Road which runs West of and parallel to the Illinois Central Railroad, less 10 acres off the West side thereof, all in Section 7, T. 9, R. 3, E., intending by the above description to convey the 9.75 acres of land conveyed to Ralph E. Busse and Esther A. Busse by John H. Busse and Hannah F. Busse by their deed recorded in Book ZZZ at page 320 of the Land Deed records of Madison County, Mississippi. We have pointed out the land conveyed to the said Rieder. ALSO THE SAID RIEDER GIVES A SECOND LIEN ON: One black mare mule, named Mary Belle, One dark brown horse mule named George, One light red mare mule named Nettie, One dark brown horse mule, named Buck, twelve jersey cows, 400 bushels of corn, 20 tons of hay, one iron wheel wagon, one Florence Wagon, and all of the farming tools and implements that the said Rieder now owns, it being understood by the said Hesdorffers that all of the personal property described herein will be released from this lien as soon as the note for \$250.00 set out above is paid. All of said personal property is in said County and has been pointed out to said Hesdorffers by the said Rieder. It is agreed that the said Rieder or his assigns may prepay any part of this indebtedness at any time and all unearned interest on said prepayments shall be deducted. The said Rieder by the acceptance of this deed agrees to keep the residence upon said land insured against loss by fire and tornado in a sum not less than \$1500.00 of each in a company acceptable to said Hesdorffers with the loss clause payable to the said Hesdorffers and should the said Rieder not keep said residence insured as aforesaid then the said Hesdorffers can in their option insure said property and the sums of money so paid out for insurance shall be secured by this instrument.

We or our or I or my assigns may become the purchaser or purchasers at any sale under this deed.

Should default be made in the payment of either of said promissory notes when due, then we or my assigns can in our 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 we and my assigns hereby retain a vendor's lien upon said property and the said J. G. Rieder 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 us or my assigns, and we 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 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, we 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 we or my assigns shall pay it over to the said J. G. Rieder or his assigns. The said Hesdorffers is entitled to the rents and shall pay the taxes on said property for the year 1935.

WITNESS our signature and seal this 15th day of November A. D. 1935.

(\$2.50 in Revenue Stamps attached & Cancelled)

I. Hesdorffer (Seal)

Cora Hesdorffer (Seal)

STATE OF MISSISSIPPI,

Madison County, ss.

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

in and for said County and State, I. Hesdorffer & Cora Hesdorffer, husband and wife who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their act and deed, and for the purpose therein expressed.

WITNESS my hand and official seal, this the 15 day of November A. D. 1935.

Robert H. Powell Notary Public.

(SEAL)