

Robert H. Powell

To ~~Deed~~ Bill of Sale & W/L
Andrew Brown &

Carrie Brown

Filed for Record at 11:15 o'clock A. M., the 8
 day of Dec 1927
 Recorded the 15th day of Dec 1927
 W. B. Jones Chancery Clerk
 By A. O. Sutherland D. C.

In Consideration of the sum of Twenty-five & No/100 \$25.00 DOLLARS, cash in hand paid me by Andrew Brown and Carrie Brown the receipt of which is hereby acknowledged, and of the further sum of \$175.00 One Hundred & Seventy-five & No/100 DOLLARS, due me by them as is evidenced by their 13 promissory notes of even date herewith, due and payable to my order, as follows, viz:

| | | |
|----------------------|----------------------|------------|
| One Note for \$25.00 | Due January 15, 1928 | after date |
| One note for \$12.50 | February 15, 1928 | after date |
| One Note for \$12.50 | March 15, 1928 | after date |
| One Note for \$12.50 | April 15, 1928 | after date |
| One Note for \$12.50 | May 15, 1928 | after date |
| One Note for \$12.50 | June 15, 1928 | after date |
| One Note for \$12.50 | July 15, 1928 | after date |
| One Note for \$12.50 | August 15, 1928 | after date |
| One Note for \$12.50 | September 15, 1928 | after date |
| One Note for \$12.50 | Oct. 15, 1928 | after date |
| One Note for \$12.50 | Nov. 15, 1928 | after date |
| One Note for \$12.50 | Dec. 15, 1928 | after date |
| One Note for \$12.50 | January 1, 1929 | after date |

Each of said notes bearing interest after its respective maturity at the rate of six per cent. per annum and fifteen per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity, I, Robert H. Powell, do hereby convey and warrant and unto the said Andrew Brown and Carrie Brown forever, the following described personal property, lying and being situated in Madison County, State of Mississippi, to-wit:

My Baldwin Piano and being the only Baldwin Piano that I own.

The said Browns will move the said piano to their home in Kidders Addition in said City and they hereby promise to keep said piano insured against loss by fire and tornado in a sum not less than \$150.00 of each in a company acceptable to said Powell with the loss clause payable to said Powell. They also promise to pay the taxes on said piano for the year 1928.

The said Browns may pay any one of the above notes except the note for \$25.00 thirty days after maturity of said note and in such case no interest nor attorneys fees will be added to said note paid after its maturity.

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 Andrew and Carrie Brown 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 Browns or his assigns. The said Powell is entitled to the rents and shall pay the taxes on said property for the year 1927.

WITNESS my signature and seal, this 8th day of December A. D. 1927.

R. H. Powell

(Seal)

(Seal)

STATE OF MISSISSIPPI,

Madison County,

Personally appeared before me, the undersigned Notary Public of Canton

in and for said County and State,

Robert H. Powell

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 8th day of December A. D. 1927.

(SEAL)

J. S. Weatherby, Notary Public

My commission expires Jan 3rd, 1929