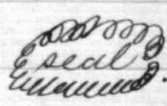


or in which he may be interested upon the land hereinbefore described for  
 in and during the year 1877, also thirty head of cattle and a wagon, to have  
 and to hold the same unto him the said second party and his heirs and  
 assigns forever together with all the tenements appurtenances and hereditaments  
 thereto belonging. But this Deed is made in trust and upon the fol-  
 lowing terms and conditions, Whereas the said Jeremiah Wilson hath  
 this day borrowed money of the said Elizabeth Cobb and hath given  
 therefore his certain promissory note in writing for the sum of three  
 hundred and sixty dollars payable on the 26<sup>th</sup> day of Feb A.D. 1878, now  
 if when said note is due and payable in the hands of any bond fide holder  
 it is promptly paid and satisfied then this Deed to be null and void, but if  
 not so paid when due then the said Note or in the event of his failure from  
 any cause to act, then any one whom the holder of said note shall request  
 to act shall seize and take into his possession the property above set forth  
 and shall sell the same for cash before the Court House door of Madison  
 County, at public outcry, after posting a written notice of time & place of  
 sale, on said door, ten days before the day of sale, and from the proceeds  
 shall pay 1<sup>st</sup> Costs & commissions of the trustee for selling, 2<sup>nd</sup> shall pay  
 said note in full, 3<sup>rd</sup> If any money remains shall pay it over to said  
 first party. In testimony whereof said first party hath hereto set his  
 hand & seal the day and year first above written

J. Wilson 

State of Mississippi } ss.  
 Madison County }

Personally appeared before the undersigned  
 Clerk of the Chancery Court of said County, the within named J. Wilson  
 who acknowledged that he signed sealed and delivered the foregoing Deed  
 on the day and year mentioned as his act and deeds



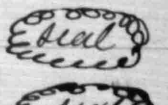
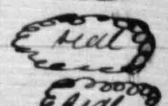
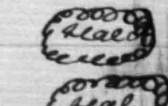
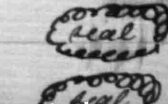
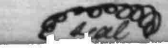
Given under my hand and Official Seal at office in  
 Canton this 26<sup>th</sup> day of February A.D. 1877.  
 E. S. Jeffney Clerk

W. M. Matlock and others }  
 To J. Quit Claim Deed. }  
 E. E. Matlock }

Filed for Record 26<sup>th</sup> Feby 1877, at 10<sup>45</sup> o'clock A.M.  
 Recorded April 21<sup>st</sup> A.D. 1877.

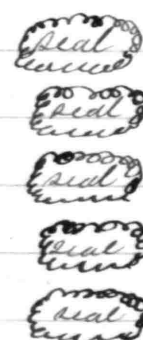
In consideration of Four Hundred Dollars paid. We hereby sell convey  
 remise release and forever quit claim to E. E. Matlock and his heirs forever, the  
 following described lands in the County of Madison, and State of Mississippi Viz  
 W<sup>1</sup>/<sub>2</sub> of N E <sup>1</sup>/<sub>4</sub> Section 1 T<sup>10</sup> R<sup>15</sup> E 10 a off N End of S E <sup>1</sup>/<sub>4</sub> Sect T<sup>10</sup>  
 R<sup>15</sup> E. Witness our hands and seals this January 30<sup>th</sup> A.D. 1877.

Witness B. E. Bridges }  
 S. M. Brister }  
 B. E. Bridges }  
 S. M. Brister }

W. M. Matlock ✓   
 N. L. Matlock ✓   
 J. M. Matlock ✓   
 J. A. Matlock ✓   
 A. P. Matlock ✓   
 T. M. Matlock ✓ 

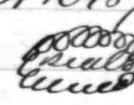


M. E. Reitaker  
 D. M. Reitaker  
 S. A. Reitaker  
 W. A. Reitaker  
 M. A. Matlock



State of Mississippi }  
 Leake County }

Personally appeared before the undersigned Justice of the Peace in and for the County aforesaid the within B. E. Bridges one of the subscribing witnesses to the foregoing deed, who being duly sworn deposes and says that he saw the within named J. A. Matlock and his wife A. J. Matlock, whose names thereto subscribed, sign seal & deliver the same to the said E. E. Matlock, that he this deponent subscribed his name as a witness thereto in the presence of the said J. A. Matlock & his wife A. J. Matlock and that he saw the other subscribing witnesses sign the same in the presence of the said J. A. Matlock & his wife A. J. Matlock and that the witnesses signed in the presence of each other on the day and year therein named.

Given under my hand & seal this 20<sup>th</sup> day of January A.D. 1877.  
 W. A. Patton  J.P.

The State of Mississippi }  
 Leake County }

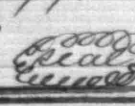
Personally appeared before the undersigned an acting Justice of the Peace in and for said County the within named C. H. Matlock, J. H. Matlock, N. R. Matlock, J. A. Matlock, A. J. Matlock, M. T. Easton, M. E. Reitaker, Daniel Reitaker, S. A. Reitaker, Wm Reitaker, M. O. Matlock who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed.

Given under my hand and seal at office this 30<sup>th</sup> day January A.D. 1877.  
 \_\_\_\_\_

State of Mississippi }  
 Leake County }

Personally appeared before the undersigned acting Justice of the Peace in and for said County A. J. Matlock wife of the said J. A. Matlock, M. T. Easton wife of the said J. G. Easton, M. E. Reitaker wife of Daniel Reitaker, S. A. Reitaker wife of the said Wm Reitaker on a private examination separate & apart from their said husbands & said Deed fully explained to them by me then acknowledged that they did sign seal and deliver the said Deed freely of their own accord without any fear threat or compulsion of their said husbands & that they are still satisfied with the same.

Given under my hand and seal 30<sup>th</sup> Jan'y 1877.

W. A. Patton  J.P.



Michael Daley  
 Bridget Daley and  
 Thomas Daley  
 To Deed off Trust.  
 W. F. Dancy, Trustee  
 To Secure.  
 C. J. Dancy.

Filed for Record 24<sup>th</sup> Feby 1877 at 4<sup>th</sup> o'clock P.M.  
 Recorded April 23<sup>rd</sup> AD 1877.

This Indenture, made and entered into this 23<sup>rd</sup> day of Feby AD 1877, by and between Michael Daley, Bridget Daley and Thomas Daley, all parties of the first part, and W. F. Dancy party of the second part, and C. J. Dancy party of the Third part, Witnesseth, That said parties of the First Part are indebted to the party of the Third Part, in the sum of One hundred and seventy five Dollars, evidenced by one promissory note of the above amount and date. And that whereas, the said party of the First Part are desirous of securing to the said party of the Third Part, the prompt payment of the said indebtedness at the maturity thereof and the advances and supplies on or before the first day of November AD 1877. Now, therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand paid by the said party of the Second Part, to the said parties of the First Part, (the receipt whereof is hereby acknowledged) the said parties of the First Part have Granted, Bargained and Sold, and by these presents do grant bargain sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns the following described Real and personal estate, lying and being in the County of Madison in the State of Mississippi, to wit: All the Corn Cotton, Peas potatoes fodder and all other product to be raised on 40 acres of land situate about 3/4 mile S/W of the City of Canton and known as the Rawson tract specifically described as follows: N 1/2 E 1/2 N W 1/4 Sec 25. T9. R2 East. And the parties of the first part further agree to repair and keep and turn over in good repair the houses and fences on said place at the expiration of the above lease. The said parties of the first to occupy and use the above described land as lessees until the first day Jan'y 1878. To Have and to hold the same, unto the said party of the Second part, his heirs, executors, administrators and assigns, and the successor of him forever, in Trust, nevertheless, upon these terms and conditions, that is to say: That the said parties of the First Part, shall have in Canton Mississippi, by the 1<sup>st</sup> day of November AD 1877, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said Cotton to be delivered to said party of the second part in for account of the parties of the First Part, and the net proceeds to be placed to the credit of the account of the parties of the First Part, and in case said indebtedness is not paid at maturity, then the said parties of the first part are to pay said party of the second part for the party of the Third Part 2 1/2 per cent. of the whole of said indebtedness which is agreed on as liquidated damages in cases of the non performance of the obligation therein. If the said parties of the First Part, shall fail or refuse to pay to the said party of the Third Part and his assigns, the amount of said indebtedness goods wares and merchandise on or before

Satisfied in full Oct. 11<sup>th</sup> AD 1877 C. J. Dancy



the maturity thereof, and all interests which shall accrue thereon and the cost and charges of this Deed, then the said party of the Second part, or the successor of him, may and shall enter into and take possession of said Real and Personal Estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House, in the City of Canton at public auction, to the highest bidder for cash, after giving Five days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof at Court House door or more convenient public places, and convey the Estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the Third Part and his assigns, the amount of said indebtedness, goods wares and merchandise, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the First part and their assigns: and if the said parties of the First part, shall well and truly pay the amount of said indebtedness goods wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the Second Part, shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the Second Part, shall from any cause fail to perform the duties of Trustee as aforesaid, then, and in that case the said party of the Third Part or his assigns, shall in writing appoint another Trustee in his place whose actings and doings in the premises shall be as binding as if done by the said Trustee aforesaid. In Testimony Whereof, The said party of the First Part, herunto set hand and Seal on the day and year first above written

Michael <sup>his</sup> Daley  
Bridget <sup>mark</sup> Daley  
Thomas <sup>mark</sup> Daley

Seal  
Seal  
Seal

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned Mayor of Canton & Ex Officio J.P. of the said County the within named Michael Daley & Thomas Daley who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and Deed



Given under my hand and Official Seal, at office  
this 24<sup>th</sup> day of February A.D. 1844.  
Robt Powell

Mayor & J.P.

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned Mayor of Canton & Ex Officio J.P. of the said County, the within named



Bridget Daley wife of the said Michael Daley who, in a private examination, separated and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed freely without any fear threats or compulsion of her said husband.



Given under my hand and Official Seal, this 24<sup>th</sup> day of February A.D. 1877.

Robt Powell

Mayor & J.P.

Nathan Greenwood and  
Rachel Greenwood.  
To & Deed of Trust  
Wm H. Milton, Trustee  
To Secure  
Joseph D. Jones

Filed for Record 27<sup>th</sup> Feby 1877. at 8 o'clock A.M.  
Recorded April 23<sup>rd</sup> A.D. 1877.

This Indenture, Made and entered into this 24<sup>th</sup> day of February A.D. 1877. by and between Nathan Greenwood & Rachel Greenwood his wife parties of the first part, and Wm H. Milton party of the second part, and Joseph D Jones party of the Third part, Witnesseth: That said parties of the First Part are indebted to the party of the Third Part in the sum of One hundred and sixty two dollars & 50<sup>th</sup> 100 Dollars, evidenced by a former Deed of Trust already recorded in the Clerks office in Canton. And that whereas, the said party of the Third Part have undertaken and promised to supply the said parties of the First Part, money, goods, wares and merchandise, during the year 1877, to the amount of One hundred and thirty seven & fifty one hundredths Dollars, from this date until the first day of December A.D. 1877, the said money, goods, wares and merchandise being for Plantation Supplies and necessities, and wearing apparel. And that whereas, the said parties of the first part are desirous of securing to the said party of the Third Part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of December A.D. 1877. Now, therefore, in consideration of the premises as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said party of the second part, to the said parties of the First Part (the receipt whereof is hereby acknowledged) the said parties of the First Part have Granted Bargained and sold and by these presents do grant Bargain sell and Convey unto the said parties of the Second Part, his heirs, executors administrators and assigns the following described Real and Personal Estate lying and being in the County of Madison & in the State of Mississippi to wit: The North half of the East half of the North East quarter of Section Thirty Township 12 Range 5 East containing 40 acres, also the entire crop of Cotton Cotton Seed, fodder corn and all other crops raised by said first parties during the year 1877 on the place of said first parties. To Have and to Hold the same, unto the said party of the Second Part, his heirs, executors, administrators and assigns, and the successor of him forever, in Trust nevertheless upon these terms and conditions, that



is to say: That the said parties of the First Part, shall have in Canton Mississippi by the 1<sup>st</sup> day of December A.D. 1877, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said Cotton to be shipped by the party of the Third part to whomsoever he may desire Cotton Factor in New Orleans La, for account of the parties of the First Part, and the net proceeds to be placed to the credit of the account of the parties of the First Part, and in case said indebtedness is not paid at maturity then the said Nathan & Rachael Greenwood is to pay said J. D. Jones 2 1/2 per cent, of the whole of said indebtedness which is agreed on as liquidated damages in cases of the non performance of the obligation therein. If the said parties of the First Part, shall fail or refuse to pay to said party of the Third Part and his assigns, the amount of said indebtedness, goods wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon and the cost and charges of this Deed, then the said party of the Second Part, or the successor of him, may and shall enter into and take possession of said Real and Personal Estate, and sell the same, or so much thereof, as may be necessary, before the door of the Court House, in the City of Natchez at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in Natchez City or more convenient public places, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the Second Part or the successor of him, shall first pay the cost and charges of this deed, and of said sale, and then pay to the said party of the Third Part and his assigns, the amount of said indebtedness goods wares and merchandise and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the Second part shall pay the same to the said parties of the First Part and their assigns; and if the said parties of the First Part shall well and truly pay the amount of said indebtedness goods wares and merchandise and all interest due thereon, and the cost and charges of this Deed, then the said party of the Second part, shall enter satisfaction of this Deed upon the Record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the Second part, shall from any cause fail to perform the duties of Trustee as aforesaid, then, and in that case the said party of the Third Part or his assigns, shall in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Wm H. Milton Trustee aforesaid.

In Testimony Whereof. The said parties of the First Part, herunto set their hands and seals on the day and year first above written

Nathan <sup>his</sup> Greenwood  
 Rachael <sup>mark</sup> <sup>her</sup> Greenwood.

State of Mississippi } ss  
 Madison County }

Personally appeared before the undersigned Justice



of the Peace of the said County the within named Nathan Greenwood who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed.

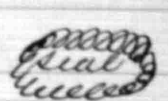
Given under my hand and Seal, at office this 24<sup>th</sup> day of February A.D. 1877

Saul Milton J.P. 

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned Justice of the Peace of the said County, the within named Rachel Greenwood wife of the said Nathan Greenwood who, in a private examination separate and apart from her husband, acknowledged that she signed sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely without any fear threats or compulsion of her said husband.

Given under my hand and Seal this 24<sup>th</sup> day of February A.D. 1877.

Saul Milton J.P. 

Henry Ross and  
Sarah Ross  
To & Deed of Trust.  
J. W. Owens, Trustee  
H. F. Adams

Piled for Record 27<sup>th</sup> Feb 1877. at 8 o'clock A.M.  
Recorded April 24<sup>th</sup> A.D. 1877.

This Indenture, Made and entered into this 24<sup>th</sup> day of February A.D. 1877, by and between Henry Ross and Sarah Ross parties of the First Part and J. W. Owens party of the second part, and H. F. Adams party of the Third Part, Witnesseth: That said parties of the First Part being indebted to the party of the Third Part, in the sum of One Hundred and Twenty Seven Dollars evidenced by a promissory note executed 24<sup>th</sup> day of February 1877. due and payable November 1<sup>st</sup> 1877. And that whereas, the said party of the Third Part, have undertaken and promised to supply the said parties of the First Part, money, goods wares and merchandise during the year 1877 to the amount of One Hundred and Twenty Seven Dollars, from this date until the first day of November A.D. 1877. the said money, goods, wares and merchandise being for Plantation Supplies and necessaries and wearing apparel: And that whereas, the said parties of the first part, bearing desirous of securing to the said party of the Third Part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November A.D. 1877. Now Therefore, In consideration of the premises as well as for and in consideration of the sum of Ten Dollars in hand, paid by the said party of the Second Part, to the said parties of the First Part (the receipt whereof is hereby acknowledged) the said parties of the First Part have granted, bargained and sold, and by these presents do Grant Bargain Sell and Convey unto the said party of the Second part, his heirs executors administrators and assigns



the following described Real and Personal Estate, lying and being in the County of Madison in the State of Mississippi to wit, 15 Acres off S. end W<sup>1</sup>/<sub>2</sub> S E <sup>1</sup>/<sub>4</sub> & S <sup>1</sup>/<sub>2</sub> E <sup>1</sup>/<sub>4</sub> S E <sup>1</sup>/<sub>4</sub> Section 29 - Township 12 - Range 5 E. Also 1 Wagon and one Mule color Bay, Aged about 8 years named Bill. And all the crop of cotton lorn and other products that may be raised by the first parties and hands in their employment during the year A.D. 1877 on the land belonging to David Massey or any other lands they may procure during the year A.D. 1877 by Rent or purchase or sale except crop raised on the land purchased of W. J. Smith. To Have and to Hold the same, unto the said party of the Second Part, his heirs, executors, administrators and assigns, and the successor of him forever, in Trust nevertheless. Upon these Terms and Conditions. That is to say. That the said parties of the First Part, shall have in Camden Missis-  
 sippi by the first day of November A.D. 1877. such an amount of cotton as will fully pay off the indebtedness incurred therein for account of the parties of the First Part and the net proceeds to be placed to the credit of the account of the parties of the First Part, and in case said indebtedness is not paid at maturity, then the said Henry Ross and Sarah Ross is to pay said H. F. Adams 2 <sup>1</sup>/<sub>2</sub> per cent of the whole of said indebtedness, which is agreed on as liquidated damages in cases of the non performance of the allegation therein. If the said parties of the First Part, shall fail or refuse to pay to the said party of the Third Part and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon and the cost and charges of this Deed, then the said party of the Second Part, or the successor of him, may and shall enter into and take possession of said Real and Personal Estate and sell the same, or so much thereof as may be necessary in the Town of Camden at public auction, to the highest bidder for cash, after giving five days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in three or more convenient public places therein, and convey the Estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the Second Part, or the successor of him shall first, pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the Third Part and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon: and if there then shall remain any surplus of the proceeds of said sale, then the said party of the Second Part, shall pay the same to the said parties of the First Part, and their assigns, and if the said parties of the First Part, shall well and truly pay the amount of said indebtedness goods wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the Second Part, shall enter satisfaction of this Deed upon the record thereof and the same thenceforward, shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the Second part, shall from any cause fail to perform the duties of Trustee as aforesaid, then, and in that case the said party of the Third Part or his assigns, shall, in writing appoint another

1194 also paid in full - see Page 327  
 J. H. Adams by J. M. Grafton



Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. W. Owens Trustee aforesaid. In Testimony Whereof, The said parties of the First Part, hereunto set their hands and seals, on the day and year first above written

Henry x Ross

Sarah x Ross

State of Mississippi } ss.  
Madison County

Personally appeared before the undersigned Justice of the Peace of the said County, the within named Henry Ross who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and Seal, at office this 24<sup>th</sup> day of February A.D. 1877.

Saul Milton J.P.

State of Mississippi } ss.  
Madison County

Personally appeared before the undersigned Justice of the Peace of the said County, the within named Sarah Ross wife of the said Henry Ross, who, in a private examination, separate and apart from her said husband, acknowledged that she signed sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

Given under my hand and Seal this 24<sup>th</sup> day of February A.D. 1877.

Saul Milton J.P.

R. T. Stokes  
To & Quit Claim Deed.  
E. A. Hamblen

Filed for Record 27<sup>th</sup> Feb 1877. at 10<sup>th</sup> o'clock A.M.  
Recorded April 24<sup>th</sup> A.D. 1877.

State of Mississippi }  
Madison County

Know all men by these presents, That I Reuben T. Stokes of Madison County and State of Mississippi, have this day January 10<sup>th</sup> A.D. 1877, for value received, bargained, sold, conveyed, delivered, released & quit claimed and by these presents do now bargain, sell, convey deliver release and quit claim an undivided half interest in and to a certain tract of land unto Edwin A. Hamblen, which certain tract of land is lying and being situate in Madison County and State of Mississippi, and further known as the S W 1/4 less 17 acres off Esides Sec 7 T. 8. R. 2 West, W 1/2 E 1/2 N W 1/4 Sec 17. T. 8 R. 2 West & N W 1/4 Sec 18. T. 8. R. 2 W. to have and to hold the same unto his own use and proper behoof with the appurtenances hereditaments fixtures and rights thereunto belonging forever & I forever warrant & defend the right & title to the above undivided half interest of real estate unto the said Edwin A. Hamblen, his heirs, assigns, administrators or executors against the claim of myself, my heirs



assigns, administrators & executors. In Testimony whereof I have this day January the tenth AD 1877 signed my name & affixed my seal in the presence of these witnesses

Attest-  
M. M. Stokes  
J. A. Shelby

Reuben T. Stokes



State of Mississippi } ss.  
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named Reuben T. Stokes who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.



Given under my hand and Official Seal at office in Canton, this 27<sup>th</sup> day of February AD 1877  
E. S. Jeffery Clerk

State of Mississippi

To & Deed.

Mrs Mary P. Stingley

Filed for Record 26<sup>th</sup> Feb 1877 at 10<sup>15</sup> o'clock A.M.

Recorded 24<sup>th</sup> April AD 1877

The State of Mississippi

This Indenture, Made and entered into this the 23<sup>rd</sup> day of January AD 1877 between the State of Mississippi, of the First Part, and Mrs Mary P. Stingley of the second part. Witnesseth: That Whereas, There was sold on that 30<sup>th</sup> day of January AD 1876, to the State of Mississippi, for taxes due the State, the following tract of land, to wit:

| Division of Section                                                                                                                                      | Section | Township | Range | Acres |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|-------|-------|
| 110 acres commencing at NE cor SE 1/4, Thence S 29 chains Thence West 46 1/2 chains, Thence N 25° E to 1/2 Section line, Thence E 32 chains to beginning | 25      | 12       | 5E    | "     |

Situated in Madison County, containing one hundred and ten acres more or less. And Whereas, The said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature, entitled an Act in relation to Public Revenue, and for other purposes, approved April 16<sup>th</sup> 1876, and has this day applied to purchase the said land, and paid the sum of (\$12) Twelve Dollars and Eighty Eight Cents. Now in consideration of the premises and the amount paid to the State of Mississippi, in accordance with the Statutes of the State, the State of Mississippi has this day bargained, sold and conveyed, and by these presents, does bargain, sell and convey unto the said party of the second part her heirs and assigns forever, the aforesaid tract of land as above described to have and to hold the same to said party of the second part her heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands, according to the Statute in such cases made and provided and not otherwise.



In Testimony Whereof, These presents are signed sealed and delivered in the name of the State of Mississippi, by W. H. Gibbs Auditor of Public Account, who has hereunto subscribed his name and affixed his seal of office, this the 23<sup>rd</sup> day of January A.D. 1877. at the City of Jackson.



W. H. Gibbs  
Auditor of Public Accounts

The State of Mississippi }  
Hinds County }

Personally Appeared, Before the undersigned W. H. Gibbs, Auditor etc, who acknowledged that he signed, sealed, and delivered the above Deed as Auditor of Public Accounts, for the purpose therein set forth.

GIVEN under my hand and Seal of office, This the 23<sup>rd</sup> day of January A.D. 1877.



John McGill  
Mayor of Jackson and Ex Officio Justice of the Peace

M. Lebb  
Sarah E. Lebb  
To y Deed of Trust.  
W. L. Joyner Trustee  
To Secure  
Dr W. A. Cheek

Filed for Record Feb 27<sup>th</sup> 1877 at 12<sup>th</sup> o'clock P.M.  
Recorded 24<sup>th</sup> April A.D. 1877.

This Indenture, Made and entered into this 15<sup>th</sup> day of February A.D. 1877. by and between M Lebb and Sarah E. Cobb parties of the First Part, and W. L. Joyner party of the Second Part, and Dr W. A. Cheek party of the Third Part, Witnesseth: That said parties of the First Part are indebted to the party of the Third Part (in the sum of Two Hundred & Forty Five Dollars, evidenced by a promissory note of even date herewith And that whereas, the said party of the Third Part have undertaken and promised to supply the said party of the First Part, money, goods, wares and merchandise, during the year 1877, to the amount of \$245.<sup>00</sup>/<sub>xx</sub> Dollars, from this date until the 1<sup>st</sup> day of November A.D. 1877, the said money goods wares and merchandise being for Plantation Supplies and necessities, and wearing apparel; And that whereas, the said parties of the First Part are desirous of securing to the said party of the Third Part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of November A.D. 1877. Now Therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand, paid by the said party of the Second Part, to the said parties of the First Part, (the receipt whereof is hereby acknowledged) the said parties of the First Part, have Granted Bargained and Sold, and by these presents do Grant, Bargain, Sell and Convey unto the said party of the Second Part, his heirs, executors, administrators and assigns the following described Real and Personal Estate, lying and being in the County of Madison in the State of Mississippi to W. L. Joyner Section 22 Township



10 R 5 E. N 1/2 S W 1/4 Sec 23, Township 10 Range 5 E, and also all the crops of Cotton Corn and other crops to be raised by said First parties and their employees and renters under them in said County during the year 1874. To Have and to Hold the same, unto the said party of the Second part, his heirs executors, administrators and assigns, and the successor of him forever, in Trust, nevertheless, upon these Terms and Conditions, that is to say: That the said parties of the First Part, shall have in Canton Mississippi, by the 1<sup>st</sup> day of November A.D. 1874, such an amount of Cotton as will fully pay off the indebtedness incurred therein said Cotton to be sold by the party of the Third Part, to any part he may choose for account of the parties of the First Part, and the net proceeds to be placed to the credit of the account of the parties of the First Part: and in case said indebtedness is not paid at maturity then the said M Cobb and Sarah S Cobb are to pay said Dr W. A. Check 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in cases of the non performance of the allegation therein. If the said parties of the First Part, shall fail or refuse to pay to said party of the Third Part and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof and all interest which shall accrue thereon and the cost and charges of this Deed, then the said party of the Second Part, or the successor of him, may and shall enter into and take possession of said Real and Personal Estate, and sell the same, or so much thereof as may be necessary before the door of the Court House, in the City of Canton at public auction, to the highest bidder for cash, after giving Ten days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in Two or more convenient public places, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the Second Part or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the Third Part and his assigns, the amount of said indebtedness, goods wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the Second Part, shall pay the same to the said parties of the First Part, and their assigns, and if the said parties of the First Part, shall well and truly pay the amount of said indebtedness goods wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the Second Part, shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if said party of the Second Part, shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the Third Part or his assigns, shall in writing appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said W. L. Joyner Trustee aforesaid. In Testimony whereof The said parties of the First Part herunto set their hands and Seals on the day and year first above written

M. Cobb  
Sarah E. Cobb



State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned a Justice of the Peace of the said County, the within named M. Cobb who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal, at office this 19<sup>th</sup> day of February A.D. 1877.

D. P. Brown J.P. *Seal*

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned Justice of the Peace of the said County, the within named Sarah E. Cobb wife of the said M. Cobb who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed freely, without any fear, threats or compulsion of her said husband.

Given under my hand and Seal, this 19<sup>th</sup> day of Febry A.D. 1877.

D. P. Brown J.P. *Seal*

W. E. Council  
J. S. Abernathy  
To J. Deed of Trust  
J. W. Locke Trustee  
To Secure  
E. K. Myrick

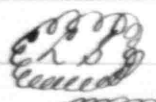
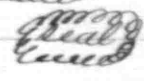
Filed for Record 1<sup>st</sup> March 1877 at 9 o'clock A.M.  
Recorded April 24<sup>th</sup> A.D. 1877.

### Merchants' Deed of Trust.

This Deed of Trust, Made this 23<sup>rd</sup> day of February A.D. 1877. Witnesseth That whereas, W. E. Council and J. S. Abernathy parties of the First Part are indebted to E. K. Myrick Merchant of in Bolton Hemis County Mississippi in the sum of One hundred and Thirty & 00/100 Dollars on the promissory note of W. E. Council of even date herewith and whereas said parties of first part expect said E. K. Myrick to advance Two hundred & twenty Dollars money, supplies and merchandise during the year 1877; and whereas, said parties of the first part agreed to secure the payment of said sum, as, also, any further amounts that may be advanced as aforesaid and not mentioned herein. The parties of the first part, in consideration of the premises, as well as for ten dollars to them paid by J. W. Locke Trustee do hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi and described as follows: N E 1/4 Section 21, Township 8, R. 2 West, W 1/2 N W 1/4 Section 28, Township 8 Range 2 West N 1/2 N E 1/4 Section 29, Township 8 Range 2 West containing three hundred and twenty acres more or less, and all the appurtenances thereunto belonging. And also one Sorrel Horse about nine years old purchased of E. K. Myrick, And also all the crops of Cotton & Corn and all other agricultural products.



that shall be raised by us or either of us on the plantation of W. E. Council and Mrs. Annie Smith, during the present year or any crop raised for our benefit or interest, either by ourselves or those in our employ, and any increase of property, real or personal, that may be hereafter acquired by purchase or otherwise, the title to which unto said Trustee or any successor warrant and agree forever to defend: in trust however, that if said parties of the first part shall, on or before the First day of November 1877, pay what may be due said E. K. Myrick as aforesaid, and all costs incurred on account of this Deed, then this Deed to be void: but if default is made in said payments, the Trustee shall take possession of said property, and having given ten days notice of the time, place and terms of sale by posting in front of the Post Office in Boltons Depot Mississippi sell said property or a sufficiency thereof, to make said payments, for cash, at public auction at Boltons Depot. And said E. K. Myrick or his legal representative, can at any time he may desire appoint a trustee in the place of said J. W. Locke or any succeeding Trustee. And should the Trustee at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid: but until demanded by the Trustee for either of the purposes as aforesaid, said parties of first part can hold the same. It is further distinctly understood and agreed between the parties aforesaid, that this Deed is made and intended to secure any advances on account of the crop of 1877, made after the First day of November and not mentioned herein. In Testimony whereof, Said W. E. Council and J. S. Abernathy have hereto set their hands and seals on the date above written

W. E. Council   
J. S. Abernathy   
mark

The State of Mississippi } ss.  
Hinds County }

This day personally appeared before me, the undersigned, a Justice of the Peace in and for Hinds County, W. E. Council and J. S. Abernathy and acknowledged that they signed sealed and delivered the foregoing Deed of Trust, at the time therein named as their act and deed.

Witness my hand and seal of office, This twenty third day of February AD 1877.

J. M. Black J.P. 

John P. Sharp }  
By Deed. }  
Milton L. Ewing }

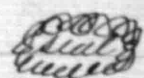
Filed for Record 2<sup>nd</sup> March 1877 1 o'clock P.M.  
Recorded 24<sup>th</sup> April AD 1877.

This Indenture made and entered into this 28<sup>th</sup> day of February AD 1877, by and between John P. Sharp of the County of Madison and State of Mississippi, and Milton L. Ewing of the County of Adams and same State, Witnesseth, That for and in consid.



eration of the sum of Six Hundred Dollars paid by said Milton C. Ewing to the said John P. Sharp the receipt of which sum is hereby acknowledged the said John P. Sharp has this day granted bargained, aliened sold and conveyed, and by these presents does grant bargain alien sell and convey, unto the said Milton C. Ewing his heirs and assigns, an undivided one half interest in three Eighths of the whole of the following described lands, situate in the County of Madison and State of Mississippi, to wit: twenty four acres off the South end of West half of South West quarter Section Three (3) South half of East half of North East quarter, West half of North East quarter (W $\frac{1}{2}$  of NE $\frac{1}{4}$ ) East half of North West quarter and South East quarter of Section Four (4) Township (10) Range three (3) East the S $\frac{1}{2}$  W $\frac{1}{2}$  NW $\frac{1}{4}$  and NW $\frac{1}{2}$  S $\frac{1}{2}$  W $\frac{1}{4}$  Sec 3. T $10$ . R $3$  E $1$  being the same and all the land owned and occupied by Jesse C. Ewing and Martha J. Ewing his wife at the time of their death respectively. To Have and to Hold the above described lands, with all the improvements thereon and all the appurtenances belonging thereto, to the said Milton C. Ewing his heirs and assigns in fee simple forever. And the said John P. Sharp for himself his heirs administrators covenants and agrees with the said Milton C. Ewing his heirs and assigns, that said Sharp will, and his heirs executors and administrators shall forever warrant and defend the title to said lands to the said Ewing his heirs and assigns against all and any persons or person legally claiming the same. In Testimony whereof the said John P. Sharp has thereto affixed his name and seal, the day and year first above written

John P. Sharp



State of Mississippi }  
Madison County } ss

Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named John P. Sharp who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned as his act and deed

Given under my hand and official Seal at office in Canton, this 2<sup>nd</sup> day of March A.D. 1877.



E. B. Jeffney Clerk

By E. H. Kuitubier D.C.

Sue W. H. Russell }  
To & Deed }  
Jas. K. Shrock }

Filed for Record 3<sup>rd</sup> March 1877 at 9 o'clock A.M.  
Recorded 24<sup>th</sup> April A.D. 1877.

State of Mississippi }  
Madison County }

This Deed of Conveyance made this 2<sup>nd</sup> day of November A.D. 1876, between Sue W. H. Russell of the County of Madison State of Mississippi of the first part, and Jas K Shrock of the County of Attala State of Mississippi of the second part. Witnesseth, that the said Sue W. H. Russell for and in consideration of the sum of Five hundred and Twenty Dollars to her in hand paid the receipt whereof is hereby acknowledged at and before the signing & sealing



of these presents, has granted bargained, sold and conveyed, and does hereby grant, bargain sell and convey, to the said party of the second part, a certain tract or parcel of Land, situated in said County of Madison and State of Mississippi, namely, the West  $\frac{1}{2}$  of S W  $\frac{1}{4}$  of Section 22, Township 12 Range 4 East, containing Eighty acres more or less. To have and to hold, the above described premises with the appurtenances to the said party of the second part, and his heirs, and the said party of the First Part, covenants, with the party of the second part, that she will warrant and forever defend the title of the same to the party of the second part and his heirs, of the alienees under him free from and against the right title or claim of herself and her heirs and from all and every person or persons whomsoever, both at Law and Equity.

In Testimony whereof the party of the first part has hereunto put her name and seal this day and year first above written

Signed in presence of

S. S. Simpson  
W. F. Shrock

S. W. H. Russell *Witness*

The State of Mississippi }  
Madison County }

Personally appeared before the undersigned Justice of the Peace of said County the within named S. S. Simpson one of the subscribing witnesses to the foregoing Deed who being first duly sworn deposes and saith that he saw the within named S. W. H. Russell whose name is subscribed thereto sign seal and deliver the same to the said J. K. Shrock, that he this deponent, subscribed his name as a witness thereto in the presence of the said S. W. H. Russell, and that he saw the other subscribing witnesses sign the same in the presence of the said S. W. H. Russell, and that the witnesses signed in the presence of each other, on the day and year therein named.

Given under my hand and seal this the 9<sup>th</sup> day Decr A.D. 1876.

Saul Milton J. P. *Witness*

Enos Turner and  
Helen R. Turner  
Pls & Dred of Trust  
J. L. Cunningham Trustee  
To Secure  
W. B. Cunningham

X  
Filed for Record 3<sup>rd</sup> Mch 1877 at 9 o'clock am  
Recorded April 25<sup>th</sup> A.D. 1877.

This Indenture made this 12<sup>th</sup> day of Feby 1877 between Enos Turner and Helen R. Turner his wife of Chicago of the first part and J. L. Cunningham of Calhoun Station Miss of the second part, Witnesseth. That whereas the said Enos Turner is justly indebted unto W. B. Cunningham in the sum of Eight hundred and eighty & <sup>00</sup>/<sub>100</sub> Dols as is evidenced by the promissory note given by said Enos Turner for said sum and dated Feby 10<sup>th</sup> 1877 payable to the order of said W. B. Cunningham, due and payable on the first day of



May 1877, bearing interest at the rate of ten per centum per annum and payable at the 1st National Bank of Chicago Ills. And whereas the said Enos Turner is desirous of securing the payment of said promissory note and interest thereon accrued and to accrue. Now Therefore the said parties of the first part, in consideration of the premises, and for purposes aforesaid and in further consideration of One dollar to them in hand by the party of the second part, the receipt whereof is hereby acknowledged, do grant bargain sell and convey unto the said party of the second part his heirs and assigns, and to his successor in trust his heirs and assigns, all the following described lands to-wit: The Triangular piece of land situate about  $\frac{3}{4}$  of a mile south of Calhoun Station Miss, being part of the place now owned by said E. Turner and described as follows, beginning at a point, one half mile from South line of Sec 34 T. 8. R. 2 E. and about 18 rods from the East line of said Section 34 and in the middle of said Section measuring North and South said point being known by the name of "Jinos Bars" and running thence due north one half mile to the Section line between Sec 34 & 27, and thence due west along the line between Sec 27 & 34 to the fence, now built on the hedge row, which hedge row formerly separated the Sadler & Leage farms, and thence nearly or about South East along sd fence hedge row to the place of beginning, containing in all forty four acres be the same more or less, Together with all the hereditaments and appurtenances therunto belonging. To have and to hold the said forty four acres of land unto the said party of the second part his heirs and assigns forever. In trust nevertheless, that in case of default be made in the payment of said note or moneys aforesaid, secured by this deed, whether for principal or interest on the day when they become due and payable by the terms of said note, then to sell and dispose of said land or any part thereof, and all the right title and Equity of redemption of said first parties their heirs and assigns at public auction, at the front door of the County Court House in Canton Madison County Mississippi or at Calhoun Station Mississippi as may be specified in the notice of sale, for the highest and best price the same will bring in cash. thirty days previous notice of such sale having been given, by publication, once in each week for three successive weeks, in a weekly newspaper published in Canton or in said County and said Trustee, the second party herein, is hereby authorized to execute and deliver to the purchaser or purchasers of such sales good and sufficient deeds of conveyance for the said land, and out of the avails of the sale and purchase money paid thereon, after first paying all costs to pay the principal and interest due on said note, and such sale or sales made in pursuance hereto shall be a perpetual bar, in both law and equity against the said parties of the first part their heirs and assigns, And in case of absence from the State or failure to act of J. L. Cunningham second party herein - then said W. B. Cunningham is hereby authorized to appoint a new trustee as second party herein, who is hereby clothed with all power and authority of said J. L. Cunningham second party herein. In testimony whereof the said parties of the first part have hereunto set their hands and seals this day and year first above written.

Enos Turner  
 Heber L. Turner

Wm. B. Cunningham



State of Illinois }  
Cook County } ss.

I Geo. C. Whipple a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Enos Turner and Helen L. Turner his wife who is personally known to me to be the same person whose name is subscribed to the annexed deed, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead.



Given under my hand and Notarial seal, this  
27<sup>th</sup> day of February A.D. 1877.

Geo. C. Whipple  
Notary Public

1576.

James A. Mhoon et al.  
vs. J. Final Decree  
Mary E. Mhoon et al

Filed for Record 21<sup>st</sup> Feby 1877 at 4 o'clock P.M.  
Recorded April 25<sup>th</sup> A.D. 1877.

The State of Mississippi }  
Madison County } ss.

To the Sheriff of Madison

County - Greeting:

You are hereby commanded as heretofore commanded to summon Gardman Johnson, J. M. Holland and Lewis Finley three discreet and competent householders of the County of Madison and State aforesaid, to act as Commissioners to make a fair and equitable partition to the following lands, viz:  $W\frac{1}{2}$  of Section 9,  $E\frac{1}{2}$  Section 8,  $N\frac{1}{2}$   $NW\frac{1}{4}$  of Section 16,  $NE\frac{1}{4}$  of Section 17,  $N\frac{1}{2}$   $SW\frac{1}{4}$  Section 8,  $W\frac{1}{2}$   $NW\frac{1}{4}$  Section 8,  $E\frac{1}{2}$  of  $E\frac{1}{2}$  of Section 7, Township 8 Range 3 East, in six (6) shares among the following named claimants, viz: James A. Mhoon one (1) share, James Mhoon one (1) share, John M. Mhoon one (1) share, Mrs. W. H. Bailey and W. H. Bailey one (1) share, Ellen Mhoon one (1) share, Robert Mhoon one (1) share, subject to the right of Dower of Mary E. Mhoon, as the Widow of James E. Mhoon, Deceased. And if in consequence of the nature and condition of the said lands and the number of shares into which they must be divided it is impossible to make partition thereof, fairly and equally without impairing the value of the property, the said Commissioners shall so report to the Court in writing.



Given under my hand and seal of the Chancery Court this 31<sup>st</sup> day of July A.D. 1876.  
E. B. Jeffrey Clerk

Commissioners Oath.

We M. G. Johnson, J. M. Holland and Lewis Finley do solemnly swear that we will faithfully and impartially make the partition required of us, and in all things perform the trust conferred upon us to the best of our skill and ability: So help us God.

M. G. Johnson



Sworn to and subscribed before me  
this 13<sup>th</sup> day of September AD 1876.  
E. S. Jeffery Clerk

Lewis Finley  
J. M. Holland.

State of Mississippi }  
Madison County }

This day personally appeared before me W. Gert Johnson an acting Justice of the Peace of Madison County, W. L. Love County Surveyor & Samuel McKee & Junius Mhoon chain carriers who swore they would honestly & impartially perform their respective duties as Surveyor & chain carriers in the survey for division in the Chancery Case "1546" in which James A Mhoon et al are complainants and Mary E. Mhoon et al are defendants

Sworn to & subscribed before  
me this Jan 24<sup>th</sup> 1877.  
W. G. Johnson J. P.

W. L. Love Co Surveyor  
S. J. McKee  
Junius Mhoon

To the Hon E. G. Peyton Chancellor of the 9<sup>th</sup> Chancery District State of Mississippi, We the undersigned Commissioners appointed by your Honorable Court in the Chancery Case "1546" in which James A Mhoon et al are complainants and Mary E. Mhoon et al are defendants beg leave to report that in pursuance to the orders in our Commission Met on the premises described January 24<sup>th</sup> 1877. With W. L. Love County Surveyor & Samuel McKee & Junius Mhoon as chain carriers, who were sworn as appears from affidavit attached after a survey and plat being made proceeded to allot the same into six lots as equal to each other as was possible paying due regard to open land and woodland, as will appear by the said plat, a copy of which will accompany this report and numbered said lots from one to six. Your Commissioners having placed six tickets with the numbers of the lots upon the same, and the names of the six claimants upon six other tickets and placing the names in one box and the numbers of the lots in another Box proceeded to draw the same, Simpson Parker a disinterested party doing the drawing. Ellen Mhoon Drew Lot 1. Mr. W. H. Bailey Drew Lot 2. Junius Mhoon Drew Lot 3. Robt Mhoon Drew Lot 4. John W. Mhoon Drew Lot 5. Jas A. Mhoon Drew Lot 6. For full description of said lots we refer to the plat & field notes of the same as furnished by said W. L. Love County Surveyor. The Commissioners believing it to the interest of all the claimants laid off a lot of ten acres whereupon there was a good Lin-house & press and did not divide the same, but gave all said claimants an equal interest in same, believing your Honor would approve our action in so doing all of which is respectfully submitted and pray to be discharged

W. Gert Johnson }  
J. M. Holland } Commissioners  
Lewis Finley }

#### Field Notes

Lot No 1 South  $\frac{1}{2}$  NE  $\frac{1}{4}$  Section 17 & S  $\frac{1}{2}$  E  $\frac{1}{2}$  SE  $\frac{1}{4}$  Section 7 also 13  $\frac{1}{8}$  acres in the N  $\frac{1}{2}$  E  $\frac{1}{2}$  S W  $\frac{1}{4}$  Section 9 described as follows to wit: commencing at the North East corner of N  $\frac{1}{2}$  E  $\frac{1}{2}$  S W  $\frac{1}{4}$  Sect 9 then



South 20 chains to stake marked "2" on the plat of said lands thence  $133\frac{1}{3}$  links West to stake 3 thence North 20 chains to stake 4 all in T<sup>8</sup> Range 3 East  $133\frac{1}{3}$  acres. Lot No. 2 The  $N\frac{1}{2}$   $NW\frac{1}{4}$  Sect 9 &  $N\frac{1}{2}$   $E\frac{1}{2}$   $NE\frac{1}{4}$  Sect 9 &  $13\frac{1}{3}$  acres in the  $N\frac{1}{2}$   $E\frac{1}{2}$   $SW\frac{1}{4}$  Sect 9 commencing at stake 4 on the accompanying Plat thence South 20 chains thence West  $133\frac{1}{3}$  links to stake 6 thence North 20 chains to stake 5 thence east  $133\frac{1}{3}$  links to stake 4 all in T<sup>8</sup> Range 3 East  $133\frac{1}{3}$  acres. Lot No. 3  $S\frac{1}{2}$   $NW\frac{1}{4}$  Sect 9 &  $S\frac{1}{2}$   $E\frac{1}{2}$   $NE\frac{1}{4}$  Sect 9 &  $13\frac{1}{3}$  acres in the  $N\frac{1}{2}$   $E\frac{1}{2}$   $SW\frac{1}{4}$  Sect 9 commencing at Stake 5 thence South 20 chains to stake 6 thence West  $133\frac{1}{3}$  links to stake 7 thence North 20 chains to stake 8 thence East  $133\frac{1}{3}$  links to stake 5 all in Township 8 Range 3 East  $133\frac{1}{3}$  acres. Lot No. 4  $S\frac{1}{2}$   $NE\frac{1}{4}$  Sect 8 &  $S\frac{1}{2}$   $W\frac{1}{2}$   $NW\frac{1}{4}$  Sect 8 & 10 acres in the  $N\frac{1}{2}$   $W\frac{1}{2}$   $SW\frac{1}{4}$  Section 9, said ten acres being the  $W\frac{1}{2}$   $E\frac{1}{2}$   $N\frac{1}{2}$   $W\frac{1}{2}$   $SW\frac{1}{4}$  Section 9 all in T<sup>8</sup> R 2 East & containing 130 acres. Lot No. 5 The  $N\frac{1}{2}$   $NE\frac{1}{4}$  &  $N\frac{1}{2}$   $W\frac{1}{2}$   $NW\frac{1}{4}$  Sect 8, &  $E\frac{1}{2}$   $W\frac{1}{2}$   $N\frac{1}{2}$   $W\frac{1}{2}$   $SW\frac{1}{4}$  Sect 9, all in T<sup>8</sup> R 2 East containing 130 acres. Lot No. 6  $N\frac{1}{2}$   $SE\frac{1}{4}$  Sect 8 & 10 acres off West side  $N\frac{1}{2}$   $W\frac{1}{2}$   $SW\frac{1}{4}$  Sect 9 &  $N\frac{1}{2}$   $E\frac{1}{2}$   $SE\frac{1}{4}$  Sect 9 all in T<sup>8</sup> Range 2 East containing 130 acres. Gin house Lot undivided described as follows  $W\frac{1}{2}$   $E\frac{1}{2}$   $N\frac{1}{2}$   $W\frac{1}{2}$   $SW\frac{1}{4}$  Sect 9 T<sup>8</sup> R 2 E containing 10 acres.

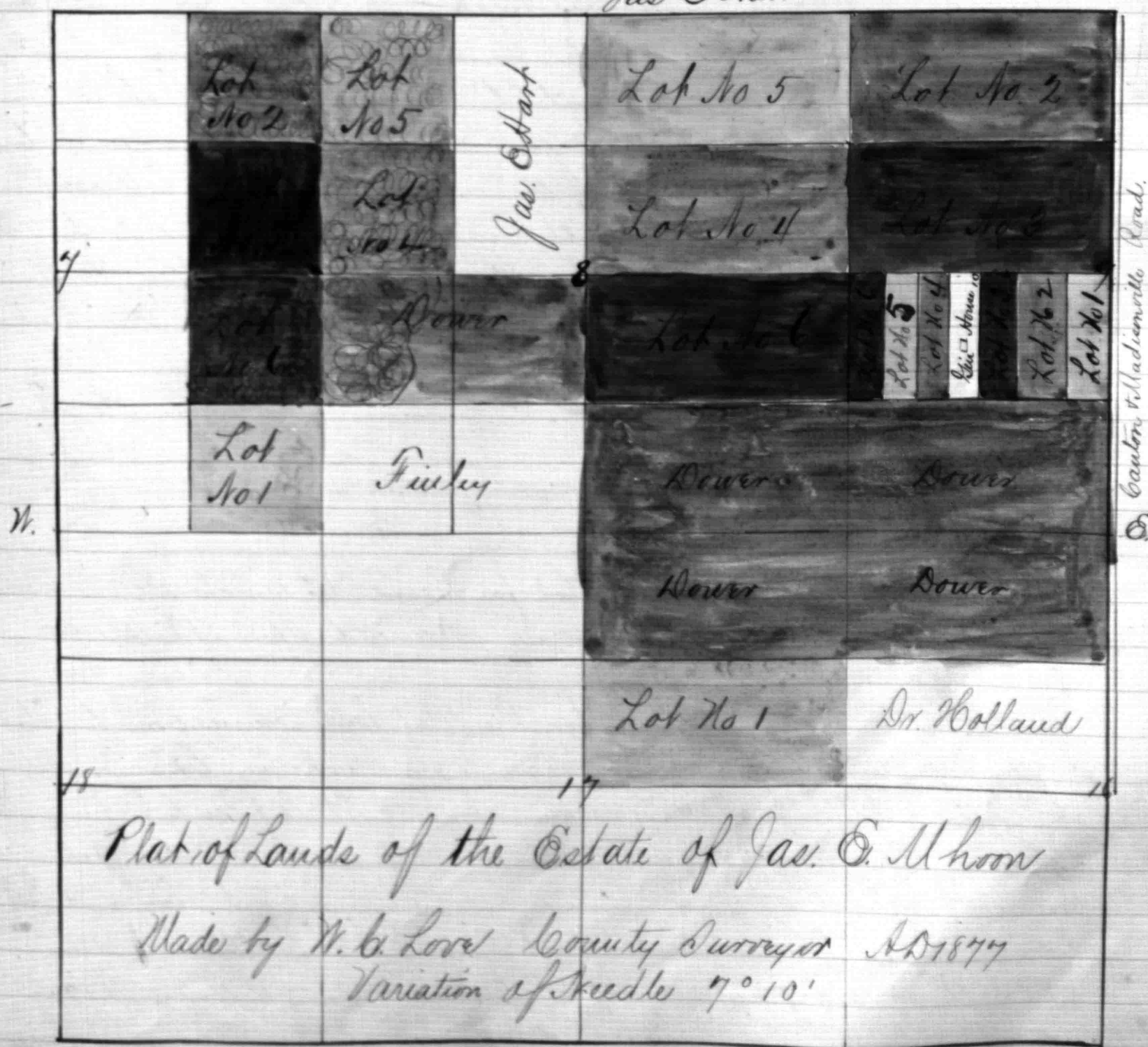
M. L. Love

County Surveyor

Jan 24<sup>th</sup> 1877.

"A"

Jas E Hart





1576. James A. Whoon et al }  
 vs } Motion to confirm Report.  
 Mary E. Whoon et al }

Complainants in the above cause by their Solicitor move the court to confirm the report of the Commissioners heretofore appointed to make partition of the lands mentioned in the bill in this cause & for final decree in said cause

J. W. Downs  
 Atty for Compts.

1576. James A. Whoon et al }  
 vs } Final Decree  
 Mary E. Whoon et al }

This day comes on to be heard the motion of complainants by their Solicitor for the confirmation of the report of the Commissioners appointed at a former term of this court to make partition of the lands described in the bill in this cause and it appearing to the satisfaction of the court that said Commissioners have acted in all things in accordance with the law in such cases and the order of this court in this cause and that said report is in due form accompanied by the field notes and map of said lands, & oath of chain carriers & that said report is in all other respects according to law, it is here now ordered adjudged and decreed that said Report be and the same is in all things confirmed and it is further ordered adjudged and decreed that the partition of said lands as made by said Commissioners shall vest a full title in each one of the claimants to the share set apart to him or her as shown by said Report in this cause. It is further ordered that said Commissioners be allowed the sum of 2 <sup>50</sup>/<sub>100</sub> dollars per day each for four days Session as such making ten dollars each, that W. C. Rowe County Surveyor be allowed the sum of Fifteen Dollars and that the costs of this cause be paid by all the parties to this proceeding in equal proportion for which execution may issue

E. G. Peyton  
 Chancellor

H. Musgrove and  
 Minerva E. Musgrove  
 vs Deed of Conveyance  
 J. B. Mellowley }

Filed for Record 5<sup>th</sup> March 1877 at 10 o'clock A.M.  
 Recorded April 25<sup>th</sup> A.D. 1877.

This Deed of Conveyance, made this 31<sup>st</sup> day of January 1877 between H. Musgrove M. E. Musgrove his wife of the County of Hinds and State of Mississippi of the First Part and J. B. Mellowley of the County of Madison and State of Mississippi of the second part - Witnesseth, That the said parties of the first part, for and in consideration of Three Thousand Dollars to be paid in three installments 1<sup>st</sup> \$800 Novr 15/77, 2<sup>nd</sup> \$1100 Novr 15/78 3<sup>rd</sup> \$1100 Novr 15/79 granted bargained, sold and conveyed, and do hereby grant, bargain, sell and convey to the said party of the second part a certain tract of land situated



in said County of Madison and State of Mississippi namely, commencing at a stake at the S E cor of SW 1/4 of Sec 8 and running on said S line due West Six hundred & Seventy Seven (677) feet to the N. O. & F. & Gt N R Road thence N 24 deg E, touching the right of way of said R Road, one thousand feet thence E 24 deg S, Three Hundred (300) feet to the East side of said quarter Sec, thence due S on said 1/4 Sec line Seven hundred & ninety five feet (795) to the point of beginning being ten acres more or less, also the S 1/2 of E 1/2 of S E 1/4 Sec 7, and S 1/2 of W 1/2 S W 1/4 Sec 8 all of said land in Township Seven Range two (2) East being ninety acres in all more or less. To Have and to Hold the above described premises, with the appurtenances to the said party of the second part and his heirs. And the said parties of the first part, covenant with the party of the second part, that they will warrant and forever defend the title of the same to the party of the second part, and his heirs or the alienees under him free from and against the right title or claim of themselves and their heirs, and from all other parties In Testimony of Which the parties of the First Part hereunto put their names and seals, this day and year first above written

He. Musgrove  
 Meriwid E. Musgrove

The State of Mississippi }  
 Hinds County }

Personally appeared before me the undersigned Justice of the Peace in and for said County the within named Henry Musgrove who acknowledged that he signed sealed and delivered the foregoing Deed of conveyance, on the day and year therein mentioned as his act and deed, Also appeared Meriwid E. Musgrove wife of the said Henry Musgrove, who, after being examined privately and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed, freely, and for the purposes therein specified without any fear, threat or compulsion of her said husband.

Given under my hand and seal this 31<sup>st</sup> day of Jan'y  
 1874



J. H. Boyd Jr.  
 Justice of the Peace.

Martha A Booth }  
 To & Quit Claim Deed }  
 Sally Galloway }

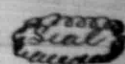
Filed for Record 5<sup>th</sup> March 1874 at 2<sup>40</sup> o'clock P. M.  
 Recorded April 26<sup>th</sup> A.D. 1874.

This Indenture, Made the 15<sup>th</sup> day of January A.D. 1874, between Martha A Booth of the County of Shelby State of Tennessee of the first part, and Sally Galloway of the County of Madison State of Mississippi of the second part, Witnesseth That the said party of the first part for and in consideration of the sum of One Dollar to her in hand paid by the party of the second part, the receipt whereof is hereby acknowledged has and she bargained sold



and conveyed and by these presents do grant bargain, sell and convey to party of the second part her heirs and assigns, that certain tract or parcel of land, situate in the county of Madison and State of Mississippi known and described as follows: The acre on which she now resides and one acre adjoining, all lying east of Robt Gann in Sec 17. S. 9. R. 3 East more fully described in deed recorded in Book L.H. Page 77. Book of Deeds together with appurtenances to said premises belonging, and all estate, title and interest, both at law and in equity, of the party of the first part in the same to have and to hold the said granted premises, with the appurtenances unto the part of the second part — heirs and assigns forever in full claim. In Witness Whereof, the said party of the first part hath hereunto set her hand and seal the day and year above written

M. A. Booth.



State of Tennessee }  
Shelby County } ss.

Personally appeared before me J. P. Winchester a Commissioner of Deeds &c for the State of Mississippi, duly commissioned qualified and acting, the within named M. A. Booth who acknowledged that she signed sealed and delivered the foregoing Deed for the purposes therein contained and set forth, as her act and deed.

Witness my hand and seal, this the 29<sup>th</sup> day of January 1877



J. P. Winchester

Commissioner for Miss

R. C. Brunkley and wife }  
To & Deed. }  
D. C. Holliday & }  
John H. Wile }

Filed for Record March 6<sup>th</sup> 1877 at 11 o'clock A.M.  
Recorded April 26<sup>th</sup> A.D. 1877.

This Indenture, made and entered into this the fifth day of January A.D. Eighteen hundred and seventy seven by and between Robert C. Brunkley & wife, of the City of Memphis, County of Shelby and State of Tennessee of the first part, and D. C. Holliday and John H. Wile of the County of Madison and State of Mississippi parties of the second part Witnesseth: That the said party of the first part in consideration of the sum of one hundred and twenty dollars to them in hand paid the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant bargain and sell unto the parties of the second part their heirs and assigns the North half of North West quarter of North West quarter of section ten Township Eleven Range three East Madison County Mississippi containing twenty acre, To have and to hold the same unto the said parties of the second part their heirs and assigns forever. And the said party of the first part covenant and agree with the said parties of the second part their heirs and assigns that they are lawfully seized in fee simple of said land, that the same is free from all incumbrances and that they will forever warrant and defend the title to the same. In Witness whereof the said parties of



the first part have hereunto set their hands and seals the day and year first above written

R. L. Brinkley  
E. M. Brinkley



State of Tennessee }  
City of Memphis } Commissioners Office.

I, ~~Hudson~~ Cary, Commissioner of the State of Mississippi, duly appointed by the Governor thereof, for the State of Tennessee, to reside in the City of Memphis and take the Acknowledgements and Proof of the execution of Deeds, or other conveyances, or Leases, and of any Contract, Letter of Attorney, or other Writing, under seal or not Administer Oaths, and take and certify Depositions etc to be used or recorded in said State of Mississippi, do certify that on this day personally appeared before me R. L. Brinkley and E. M. Brinkley his wife to me known to be the individuals named in, and who executed the annexed conveyance and severally acknowledged the same to be their voluntary act and deed for the uses and purposes therein mentioned and the said E. M. Brinkley wife of the said R. L. Brinkley who, on a private examination, made of her by me separate and apart from her said husband, acknowledged that she signed sealed and Delivered the said conveyance on the day and year therein mentioned, as her voluntary act and deed, freely, without any Fear, Threats, or Compulsion of her said husband

Given under my hand and Official Seal, this  
6<sup>th</sup> day of January 1877.



Hudson Cary  
Commissioner,

John Cooper and  
Harriet Cooper  
P & Deed  
A. N. Grafton

Filed for Record March 4<sup>th</sup> 1877 at 11 o'clock A.M.  
Recorded April 26<sup>th</sup> A.D. 1877.

This Indenture made and entered into this January 9<sup>th</sup> 1877 by and between John Cooper & his wife Harriet Cooper parties of the first part. A. N. Grafton party of the second part all of Madison County State Mississippi. Witnesseth: That for and in consideration of the of Two Thousand (\$2000.00) Dollars, cash to them in hand paid, The said parties of the first part have this day granted bargained & sold & by these presents do grant, bargain sell alien and convey unto the said second party the following described real estate situated in said County of Madison & State of Mississippi. To wit NE 1/4 Section 18. The SE 1/4 Section 17 E 1/2 NE 1/4 Section 7 N 1/2 NW 1/4 section 8 Township Eleven (11) Range 4 East, to have and to hold unto the said A. N. Grafton his heirs and assigns forever together with all and singular the improvements hereto belonging. The said parties of the first part contract and covenant with the said second party that the above described real Estate is free and clear of any and



all incumbrances and that they will warrant and forever defend the same against the claims of all persons whomsoever. In testimony whereof we have hereunto set our hands and seals this 9<sup>th</sup> day of January A.D. 1877.

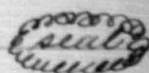
John Cooper  
Harriet Cooper

The State of Mississippi }  
Madison County }

Personally appeared before the undersigned Justice of the Peace of said County, the within named John Cooper who acknowledged that he signed sealed and delivered the foregoing Deed as his own act and deed, Also appeared Harriet Cooper wife of the said John Cooper who upon a private examination by me made separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her own voluntary act and deed freely without any fear threat or compulsion of her said husband on the day and year therein named.

Given under my hand and seal this the 9<sup>th</sup> day of January A.D. 1877.

David Milton J.P.



State of Mississippi }  
To & Deed }  
J. W. Melton }

Filed for Record 9<sup>th</sup> March 1877 at 2.45 o'clock P.M.  
Recorded April 26<sup>th</sup> A.D. 1877

The State of Mississippi

This Indenture. Made and entered into this the 30<sup>th</sup> day of October A.D. 1876 between the State of Mississippi of the first part, and J. W. Melton of the second part, Witnesseth: That whereas, There was sold on the 10<sup>th</sup> day of May A.D. 1875, to the State of Mississippi, for taxes due the State, the following tract of land, to wit:

| Divisions of Sections                                                                                                       | Sections | Township | Range | Acres |
|-----------------------------------------------------------------------------------------------------------------------------|----------|----------|-------|-------|
| $S\frac{1}{2}$ of $E\frac{1}{2}$ of $SE\frac{1}{4}$ + $S\frac{1}{2}$ of $N\frac{1}{2}$ of $E\frac{1}{2}$ of $SE\frac{1}{4}$ | 21       | 7        | 2 E   |       |
| $SW\frac{1}{4}$ of $SW\frac{1}{4}$ less 20a E of Road $S\frac{1}{2}$                                                        | 22       | "        | " "   | 100   |
| of $NW\frac{1}{4}$ of $SW\frac{1}{4}$                                                                                       | 22       | "        | " "   |       |

Situated in Madison County, containing One hundred acres, more or less, And Whereas, The said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature entitled, an Act in relation to Public Revenue, and for other purposes, approved April 15<sup>th</sup> 1876. and has this day applied to purchase the said land, and paid the sum of Thirty four dollars and five cents. Now, in Consideration of the premises and the amount paid to the State of Mississippi in accordance with the Statutes of the State, the State of Mississippi has this day bargained sold and conveyed, and by these presents, does bargain, sell and convey unto the said party of the second part his heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold the same to the said party of the second part his heirs and assigns forever. The State of Mississippi hereby warrants the title to said land according



to the Statute in such cases made and provided, and not otherwise.

In Testimony Whereof, These presents are signed, sealed and delivered, in the name of the State of Mississippi by W. H. Gibbs Auditor of Public Accounts, who has hereto subscribed his name and affixed his seal of office, this the 30<sup>th</sup> day of October AD 1876. at the City of Jackson.



W. H. Gibbs

Auditor of Public Accounts.

The State of Mississippi }  
Hinds County }

Personally appeared Before the undersigned W. H. Gibbs Auditor etc, who acknowledged that he signed sealed and delivered the above deed as Auditor of Public Accounts, for the purpose therein set forth

Given under my Hand and Seal of Office, This the 30<sup>th</sup> day of October AD 1876.



John McGill  
Mayor of Jackson & Ex Officio J.P.

James M. Melton et ux }  
Do } Deed  
Eugene O. Melton et al }

Filed for Record 9<sup>th</sup> March 1877 at 2<sup>45</sup> o'clock P.M.  
Recorded April 26<sup>th</sup> AD 1877.

Know all men by these Presents, That we James M. Melton and Margaret Melton wife of the said James M. Melton for and in consideration of the sum of thirty four dollars and five cents, to us in hand paid, the receipt of which is hereby acknowledged have this day, given, granted, bargained, sold and conveyed, and do hereby grant, bargain sell alien and convey to Eugene O. Melton, Sallie Melton, Annie B. Thurmond and Mollie Melton, all that tract or parcel of land, situate lying and being in the County of Madison and State of Mississippi and particularly described as follows, to wit: The South  $\frac{1}{2}$  of E  $\frac{1}{2}$  of South East  $\frac{1}{4}$  and South  $\frac{1}{2}$  of North  $\frac{1}{2}$  of East  $\frac{1}{2}$  of S E  $\frac{1}{4}$  Section 21 and Township 7 Range 2 East and S W  $\frac{1}{4}$  of South West  $\frac{1}{4}$  less 20 acres East of Road Section 22 Township 7 Range 2 East and South  $\frac{1}{2}$  of North West  $\frac{1}{4}$  of S W  $\frac{1}{4}$  Section 22, Township 7 Range 2 East containing one hundred acres more or less. To Have and to Hold with all of its appurtenances to them the said grantees, their heirs and assigns forever And that they will forever warrant and defend the title of the aforesaid land to them the said grantees forever, In testimony whereof the said Grantors here in have hereto affixed their names and seals this the 30<sup>th</sup> day of December AD 1876.

J. M. Melton  
M. O. Melton



The State of Mississippi }  
Madison County }

Personally appeared before me the



undersigned a Justice of the Peace in and for said County of Madison and State of Mississippi the within named James W. Melton, who acknowledged that he signed sealed and delivered the foregoing Deed as his act and deed on the day and year therein mentioned; and Margaret Melton wife of the said James W. Melton came before me and on a private examination by me separate and apart from her husband, acknowledged that she signed sealed and delivered the foregoing Deed as her voluntary act and deed freely without any fear threats, or compulsion of her husband.

Given under my hand and seal this the 30<sup>th</sup> day of December A.D. 1876.

R. E. Andrews *Just*  
Justice of the Peace.

Charles Hearbine and Wife  
Part Deed of Trust.  
W. H. Powell, Trustee  
To Secure  
R. E. Savage

Filed for Record 31<sup>st</sup> March 1877 at 10 o'clock A.M.  
Recorded April 26<sup>th</sup> A.D. 1877.

This Trust Deed executed this 30<sup>th</sup> day of March 1877 by and between Charles Hearbine and W. H. Hearbine his wife parties of the first part and W. H. Powell party of the second part and R. E. Savage party of the third part all of Madison County & State of Mississippi. Witnesseth That for and in consideration of the sum of Two Hundred & Ten Dollars in hand paid by said Savage to said parties of the first part, the receipt whereof is hereby acknowledged, and as is evidenced by this promissory note of this date due & payable on the 30<sup>th</sup> day of November 1877, which said sum of money is borrowed for the purpose of buying plantation supplies & necessities, the said parties of first part have granted bargained sold aliened & conveyed and by these presents do grant bargain sell alien & convey unto the said Powell his heirs, executors administrators & successor, the following described real & personal property situated in said County & State to wit: The NE<sup>1</sup>/<sub>4</sub> of the NE<sup>1</sup>/<sub>4</sub> of the NE<sup>1</sup>/<sub>4</sub> of Section 23 Township 9, R 2 East containing 10 acres with all appurtenances thereunto belonging including all improvements of every nature & kind, Also all of the crops of Cotton, Corn, peas fodder & Potatoes that the said parties of the first part may raise or cause to be raised in said County & State in for & during the year 1877. To Have and to Hold the same unto himself heirs, executors administrators &c forever. And the said parties of the first part for themselves, heirs, executors administrators & agree with the said Powell his heirs & assigns &c that they will warrant & defend the title to said land against all the world. The above sale is upon this condition to wit: that if said parties of the first part shall well & truly pay or cause to be paid the said indebtedness at the maturity thereof then this obligation shall be null & void. But if said indebtedness shall not be paid at the maturity thereof then the said Powell or his successor is hereby empowered to enter into and take immediate possession of the property above described & conveyed and sell the same to the highest & best bidder for cash

Satisfied in full this 12<sup>th</sup> day of December 1877  
R. E. Savage.



at public outcry before the door of the Court House in said County & State after having given five days notice of time & place of said sale by posting in one or more public places in said County and from the proceeds thereof shall pay all costs of executing this deed, commissions of said trustee and 3<sup>rd</sup> all said indebtedness and 4<sup>th</sup> balance if any to said parties of the first part. It is further understood & agreed between the parties hereto that if said Powell shall from death or any other cause fail refuse or neglect to perform the duties of trustee aforesaid, then the said Savage shall or may have the power to appoint in writing some other person to act as trustee, whose acts & deeds shall be of same power & effect as if done by said W. H. Powell trustee aforesaid. Witness our hands and seals on the day & year first above written

Charles Harbine  
M. Harbine



State of Mississippi } ss.  
Madison County }

Personally appeared before me E. S. Jeffrey, Clerk of the Chancery Court of said County, the within named Charles Harbine and M. Harbine his wife, who severally acknowledged, that they signed sealed and delivered the foregoing and annexed Deed as their own act and deed. And the said M. Harbine upon a private examination, by me made, separate and apart from her said husband, acknowledged that she signed sealed and delivered the same as her voluntary act and deed, freely, without any fear threats or compulsion of her said husband. The interlineations of the words "for themselves heirs Exors. Adors & assigns" on the 17<sup>th</sup> line of 2<sup>nd</sup> page and the words "I defend" on the 20<sup>th</sup> line same page were made before signing



Given under my hand and Seal of said Court, this  
31<sup>st</sup> day of March AD 1877.  
E. S. Jeffrey Clerk.

Sydney Burk.  
N<sup>o</sup> 3 Deed of Trust  
C. M. Andrews Trustee  
To Secure  
Mayson & Landers

Filed for Record 6<sup>th</sup> April 1877 at 3 o'clock P.M.  
Recorded April 26<sup>th</sup> AD 1877.

This Indenture, Made and entered into this 6<sup>th</sup> day of April AD 1877 by and between Sydney Burk party of the first part, and C. M. Andrews party of the second part, and J. R. Mayson & D. L. Landers comprising the firm of Mayson & Landers parties of the third part, Witnesseth. That said party of the first part is indebted to the parties of the third part, in the sum of Fifty Dollars, evidenced by his note of this tenor & date. And that whereas, the said parties of the third part have undertaken and promised to supply the said parties of the first part money goods wares and merchandise during the year 1877, to the amount of Fifty Dollars, from this date until the 1<sup>st</sup> day of October AD 1877 the said money goods wares and merchandise being for



Plantation Supplies and necessaries and wearing apparel: And that whereas the said party of the First Part is desirous of securing to the said parties of the Third Part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of October A.D. 1877. Now Therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand, paid by the said party of the Second part, to the said party of the First Part, (the receipt whereof is hereby acknowledged) the said party of the First Part, have Granted Bargained Sold and by these presents do Grant Bargain Sell and convey unto the said party of the Second part his heirs and assigns, the following described Real and Personal Estate, lying and being in the County of Madison in the State of Mississippi, to wit: The South half of Lot No 1 (one) Section (6) Six Township (7) Seven Range (3) Three East. To Have and to Hold the same, unto the said party of the Second Part his heirs, executors administrators and assigns, and the successor of him forever, in Trust: nevertheless upon these terms and conditions, that is to say, That the said party of the First Part, shall have in Canton Mississippi by the 1<sup>st</sup> day of October A.D. 1877, such an amount of Cotton as will fully pay off the indebtedness incurred therein, and in case said indebtedness is not paid at maturity then the said parties of the First Part is to pay said Mayson Sanders 2 1/2 per cent, of the whole of said indebtedness, which is agreed on as liquidated damages in case of the non performance of the allegation therein. If the said party of the First Part, shall fail or refuse to pay to said parties of the Third Part and their assigns the amount of said indebtedness, goods wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the Second Part, or the successor of him, may and shall enter into and take possession of said Real and Personal Estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House, in the City of Canton, at public auction, to the highest bidder for cash, after giving Ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, and convey the estate so sold to the purchaser or purchasers, thereof by proper instrument of conveyance, and from the proceeds of said sale the said party of the Second Part, or the successor of him, shall first pay the cost and charges of this Deed, and of said Sale, and then pay to the said party of the Third Part, and their assigns the amount of said indebtedness, goods wares and merchandise, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the Second Part shall pay the same to the said party of the First Part and his assigns and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods wares and merchandise, and all interest due thereon and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the Second part, shall from any cause fail to perform the duties of Trustee



as aforesaid, then and in that case the said parties of the Third Part or their assigns shall in writing appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said L. M. Andrews Trustee aforesaid.

In Testimony Whereof, The said party of the First Part, hereunto set his hand and seal on the day and year first above written  
 Sydney <sup>his</sup> Burk 

State of Mississippi }  
 Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court of the said County, the within named Sydney Burk who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed.



Given under my hand and Official Seal at office this 6<sup>th</sup> day of April A.D. 1877.

E. S. Jefferys Clerk

Luke W. Smith and  
 Sarah E. Smith  
 P & Deed  
 Catherine Lane

Filed for Record April 17<sup>th</sup> 1877 at 9<sup>30</sup> o'clock A.M.  
 Recorded April 27<sup>th</sup> A.D. 1877.

The State of Mississippi }  
 Madison County }

Know all men by these presents that we Luke W. Smith and his wife Sarah E. Smith of the State and County aforesaid, have this day granted bargained and sold and do by these presents grant bargain sell and deliver unto Catherine Lane all our right, title interest and claim in and to the following described lands in T 8 R 2 W County and State aforesaid Viz: E 1/2 of E 1/2 of Sec 33, N 1/2 of W 1/2 of W 1/2 of NW 1/4 of Sec 34. To have and to hold unto the said Catherine Lane her heirs and assigns forever. Witness our hands and seals this 17<sup>th</sup> day of April A.D. 1877.

Luke W. Smith

Sarah E. Smith



State of Mississippi }  
 Madison County }

Personally appeared before me E. S. Jefferys Clerk of the Chancery Court of said County, the within named Luke W. Smith and Sarah E. Smith his wife who severally acknowledged that they signed sealed and delivered the foregoing and annexed Deed as their own act and deed. And the said Sarah E. Smith upon a private examination, by me made, separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely, without any fear, threats or compulsion of her said husband.



Given under my hand and Seal of said Court, this 17<sup>th</sup> day of April A.D. 1877.

E. S. Jefferys Clerk



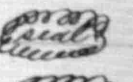
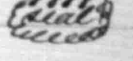
Samuel B. Clark & wife }  
 To 3 Conveyance }  
 Nathan B. Boddie }

Filed for Record April 16<sup>th</sup> 1877 at 8 o'clock A.M.  
 Recorded April 27<sup>th</sup> A.D. 1877.

Know all men by these presents that we Samuel B. Clark & Jennie G. Clark for and in consideration of the sum of one thousand Dollars the receipt of which is hereby acknowledged do hereby grant bargain, sell and convey unto Nathan B. Boddie and his heirs, and assigns, all our right title and claim and interest (which is understood to be one ninth of the whole) in and to the following described lands being and lying in Hinds County and State of Mississippi to wit The (E $\frac{1}{2}$ ) East half of (SE $\frac{1}{4}$ ) South East quarter of Sect (12) Twelve, Township (7) Seven Range (1) one West and the East (E $\frac{1}{2}$ ) half of (E $\frac{1}{2}$ ) East (E $\frac{1}{2}$ ) half of Sect (13) thirteen Township (7) Seven Range (1) one West. Also the following described lands being and lying in the County of Madison State of Mississippi to wit: South (E $\frac{1}{2}$ ) half of Sect (7) Seven, and South (E $\frac{1}{2}$ ) half of NE $\frac{1}{4}$  half of South West (E $\frac{1}{4}$ ) quarter of Sect (8) eight, and West (E $\frac{1}{2}$ ) half of North West (E $\frac{1}{4}$ ) and North (E $\frac{1}{2}$ ) half of South West (E $\frac{1}{4}$ ) quarter Sect (17) Seventeen And North (E $\frac{1}{2}$ ) half and North (E $\frac{1}{2}$ ) half of West (E $\frac{1}{2}$ ) half of South East (E $\frac{1}{4}$ ) quarter lying N.W. Diagonal Line, and South West (E $\frac{1}{4}$ ) quarter of Sect (18) Eighteen, All in Township (7) Seven Range (1) one East. To have and to hold the same, its tenements, hereditaments and appurtenances to him the said Nathan B. Boddie his heirs and assigns forever, and we do hereby, and will, forever warrant and defend the same to the said Nathan B. Boddie his heirs and assigns against ourselves and our heirs, and assigns and against all and every other person claiming, or to claim the above said interest.

In Testimony Whereof we hereby affix our hands and seals, the 23<sup>rd</sup> day of February 1877

S. B. Clark  
 Jennie Clark

State of Mississippi }  
 Hinds County }

Personally appeared before me an acting Justice of the Peace for Hinds County Samuel B. Clark & Jennie G. Clark of Hinds County and acknowledged that they signed sealed and delivered the foregoing instrument of conveyance of the day and date thereof for the purposes therein mentioned as their act and deed.

J. H. Boyd J.P. 

The State of Mississippi }  
 Hinds County }

I W. T. Rathbun Clerk of the Chancery Court in and for said County and State, hereby certify that the accompanying Deed of Conveyance was filed for Record in my office, on the 24<sup>th</sup> day of February 1 A.M. A.D. 1877, and that the same together with this certificate of acknowledgment thereto, was this day duly Recorded in Book of Record of Deeds No. 9 Page 568





Witness my Hand and Seal of said Court here to attached at  
office at Jackson this 13<sup>th</sup> day of March A.D. 1877

M. T. Ratliff Clerk  
By A. G. Moore D.C.

Catherine Lane  
To & Deed  
Luke W. Smith

Filed for Record April 17<sup>th</sup> A.D. 1877 at 9<sup>30</sup> o'clock A.M.  
Recorded April 27<sup>th</sup> A.D. 1877.

The State of Mississippi }  
Madison County }

Know all men by these presents  
that I Catherine Lane, of the State and County aforesaid, have this day  
granted bargained and sold and do by these presents, grant bargain sell  
and deliver unto Luke W. Smith all my right, title interest and claim in  
and to the following described lands in T. 8. R. 2 W. County and State  
aforesaid Viz: N<sup>1</sup>/<sub>2</sub> of Sec 34 except N<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of  
of said Section S<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>2</sub> of  
S<sup>1</sup>/<sub>2</sub> of Sec 27. To have and to hold unto the said Luke W. Smith  
his heirs and assigns forever. Witness my hand and seal this 6<sup>th</sup> day of  
Feb. A.D. 1877.

Signed in presence of

J. W. Odum }  
W. J. Miller }

Catherine Lane *my seal*

State of Mississippi } ss.  
Madison County }

Personally appeared  
before the undersigned Justice of the Peace in and for said County the  
above named Catherine Lane and acknowledged that she signed sealed  
and delivered the above deed on the day of the date thereof, as her act and  
deed.

Given under my hand and seal this 6<sup>th</sup> day of Feb. A.D. 1877.

J. M. Miles J.P. *my seal*

L. E. McKay and  
J. H. McKay  
To & Deed  
S. E. McKay

Filed for Record 3<sup>rd</sup> March A.D. 1877 at 2<sup>55</sup> o'clock P.M.  
Recorded April 27<sup>th</sup> A.D. 1877.

This Deed of Conveyance made and entered  
into this 26<sup>th</sup> day of Feby 1877. By and between L. E. McKay  
and J. H. McKay parties of the first part and S. E. McKay of the  
Second part all of Madison County and State of Mississippi. Wit-  
nesseth: That said parties of the first part for and in consideration  
of the sum of Twelve hundred (\$1200<sup>00</sup>) Dollars in hand  
paid, and the further consideration of assuming the payment of  
a certain note, by Estate of Hugh Lewis against the said L. E. &  
S. E. McKay for the sum of Three (3) Hundred Dollars with ten  
per cent interest per annum, the said note secured by a Deed of



Trust on the herein after mentioned property, matured and made payable on the first day of January A.D. 1874 upon the delivery of this Deed-bargained, sold and conveyed and do hereby bargain, sell and convey to the said party of the second part their interest in a certain tract or parcel of land situated in said County of Madison & State of Mississippi, described as follows to wit: Eighty five acres off of the North side of the S W 1/4 Sec 16 and an undivided one half interest in 20 acres off of the West side of the S W 1/4 Sec 15 all in Township 7 Range 2 East. to have and to hold, the above described land and premises with the appurtenances thereunto belonging, to the said parties of the second part, her heirs and assigns forever. And the said parties of the first part, Covenant with the parties of the second part that they will forever warrant and defend the titles to the same to the said party of the second part her heirs and assigns, against the lawful claims of all persons whatsoever. The right of way to wood land is hereby guaranteed as in former days.

In testimony whereof the said parties of the First Part have hereunto set their hands and seals on the day and date above written

C. E. McKay  
J. H. McKay

*Seal*  
*Seal*

The State of Mississippi }  
Madison County }

Personally appeared before the undersigned Justice of the Peace in and for said County J. H. McKay who acknowledged that he signed sealed and delivered the within Deed on the day and year therein written as his own act and Deed, Also appeared C. E. McKay wife of the said John H. McKay who on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered the within Deed of conveyance on the day and year therein written, freely and without any fear, threat or compulsion of her said husband, as her voluntary act and deed.

Witness my hand and seal this  
27<sup>th</sup> day of Feby A.D. 1874.

R. E. Andrews *Seal*  
Justice of the Peace.

Milton G. Ewing & wife }  
To & Deed }  
John P. Sharp }

Filed for Record 11<sup>th</sup> April 1874 at 1 o'clock P.M.  
Recorded April 27<sup>th</sup> A.D. 1874

This Deed of conveyance made this 28<sup>th</sup> day of February A.D. 1874 by and between Milton G. Ewing of the County of Yazoo County, State of Mississippi and John P. Sharp of the County of Madison and State of Mississippi - Witnesseth - That for and in consideration of the sum of Fifteen Hundred Dollars in hand paid by the said John P. Sharp to the said Milton G. Ewing, the receipt of which sum is hereby acknowledged, the said Milton G. Ewing has this day granted bargained sold aliened and conveyed and by these presents



does grant bargain alien sell and convey unto the said John T. Sharp his heirs and assigns an undivided one half interest in five eighths of the whole of the following described tract of land situated in Madison County Mississippi described as twenty four acres off south end - West half South West quarter Section Three (3) Township Ten (10) Range three (3) East, the South half of East half North East quarter and West half North East quarter and East half North West quarter and South East quarter Section Four (4) Township Ten (10) Range three (3) East  $S\frac{1}{2}W\frac{1}{2}NW\frac{1}{4} + N\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$  Section (3) T (10) R (3) E being the same, and all the lands owned by Jesse W. Ewing and his wife Martha J. Ewing at the time of their deaths respectively, To Have and to Hold the above described lands, with all the improvements thereon and all the appurtenances belonging thereto to the said John T. Sharp his heirs and assigns in fee simple forever. And the said Milton L. Ewing for himself his heirs Executors and administrators covenants that he will and his heirs executors and administrators shall forever warrant and defend the title to said conveyed tract of land, to the said John T. Sharp his heirs and assigns against any and all persons lawfully claiming the same. And Augusta R. Ewing wife of the said Milton L. Ewing hereby releases and conveys unto the said John T. Sharp his heirs and assigns all her right of Dower and exemptions and any and all other claims interest or right she may have or be entitled to in said above described lands, In testimony whereof the said Milton L. Ewing and Augusta R. Ewing have hereto affixed their names and seals on the day and year first aforesaid

Milton L. Ewing

Augusta R. Ewing

Seal

Seal

State of Mississippi } ss.  
Gazoo County

Personally came before me the undersigned Justice of the Peace in and for said County and State Milton L. Ewing and Augusta R. Ewing his wife known to me as the Grantors in the foregoing Deed, who acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day of the date thereof as their act and deed and for the purpose therein stated. And the said Augusta R. Ewing on a private examination by me had separate and apart from her said husband, acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and without any fears threats or compulsion of her said husband.

Given under my hand and seal this 5<sup>th</sup> day of March AD 1897

W. B. Smith Jr.

Seal



State of Mississippi }  
 To & Deed  
 Mrs. M. A. Booth

Filed for Record 9<sup>th</sup> April 1877 at 9<sup>20</sup> o'clock A.M.  
 Recorded April 27<sup>th</sup> A.D. 1877.

The State of Mississippi

This Indenture, Made and entered into this the 6<sup>th</sup> day of January A.D. 1877, between the State of Mississippi of the first part and Mrs. M. A. Booth of the second part, Witnesseth: That whereas, There was sold on the 3<sup>rd</sup> day of January A.D. 1876, to the State of Mississippi for taxes due the State, the following tract of land, to wit:

| Division of Section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Section | Township | Range | Acres |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|-------|-------|
| E 1/2 of S E 1/4 and S 1/2 of W 1/2 of S E 1/4 and E 1/2 of S W 1/4<br>E 1/2 of N W 1/4 less 15 <sup>ac</sup> off S end and less 6 acres described as beginning at a stake near the Junction of the Canton and Sharon and Canton & Carthage roads thence N 2° E 500 ft along Eastern side of Sharon road to stake, thence N 78° E on the South side of Sharon Road 500 ft to Stake, thence S 2° W 606 ft. to stake on N side Carthage Road thence S 87° W 500 ft to point of beginning, and W 1/2 S 1/2 W 1/2 N E 1/4 and 20 <sup>ac</sup> off N. end E 1/2 N E 1/4 | 17      | 9        | 3 E   | 200   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 20      | 9        | 3 E   | 99    |

Situated in Madison County, containing Two Hundred and Ninety Nine acres, more or less. And Whereas, The said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature entitled an Act in relation to Public Revenue, and for other purposes approved April 15<sup>th</sup> 1876, and has this day applied to purchase the said land and paid the sum of One Hundred and Sixteen Dollars and four cents Now, in Consideration of the premises, and the amount paid to the State of Mississippi, in accordance with the Statutes of the State, the State of Mississippi has this day bargained sold and conveyed, and by these presents does bargain, sell and convey unto the said party of the second part her heirs and assigns forever, the aforesaid tract of land as above described, to have and to hold the same to the said party of the second part, her heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands, according to the Statutes in cases made and provided, and not otherwise.

In Testimony Whereof These presents are signed sealed and delivered in the name of the State of Mississippi, by W. H. Gibbs Auditor of Public Accounts, who has herunto subscribed his name and affixed his seal of office, this the 6<sup>th</sup> day of January A.D. 1877, at the City of Jackson

  
 Great Seal

W. H. Gibbs  
 Auditor of Public Accounts

The State of Mississippi }  
 Hinds County

Personally appeared, Before the undersigned W. H. Gibbs Auditor etc, who acknowledged that he signed, sealed and



Delivered the above Deed as Auditor of Public Accounts for the purpose therein set forth

Given under my hand and Seal of Office. This the 6<sup>th</sup> day of January AD 1877



John McGill  
Mayor of Jackson and Ex Officio Justice of the Peace.

William James  
To & Deed of Trust  
G. M. Thornhill Trustee  
To Secure  
H. Riorden

Filed for Record 24<sup>th</sup> March 1877 at 6 o'clock PM.  
Recorded April 24<sup>th</sup> AD 1877.

This Indenture, Made and entered into this 24<sup>th</sup> day of February AD 1877 by and between William James party of the first part, and G. M. Thornhill party of the Second Part and H. Riorden party of the Third Part, Witnesseth: That said party of the First Part is indebted to the party of the Third Part, in the sum of Three Hundred Dollars evidenced by his note of this date due and payable the 1<sup>st</sup> day of October AD 1877. And that whereas, the said party of the Third Part have undertaken and promised to supply the said party of the First Part, money, goods wares and merchandise, during the year 1877, to the amount of Three Hundred Dollars, from this date until the 1<sup>st</sup> day of October AD 1877, the said money goods wares and merchandise being for Plantation Supplies and necessities and wearing apparel: And that whereas, the said party of the First Part are desirous of securing to the said party of the Third Part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of October AD 1877. Now therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand, paid by the said party of the Second Part, to the said Party of the First Part, (the receipt whereof is hereby acknowledged,) the said party of the First Part, have Granted Bargained and Sold, and by these presents do Grant Bargain Sell and Convey unto the said party of the Second part, his heirs, executors administrators and assigns the following described Real and Personal Estate, lying and being in the County of Madison in the State of Mississippi, to wit: Lot N<sup>o</sup> 1 West of boundary line Section 25 Township 12 Range 4 East containing Fifty eight (58) acres To Have and to Hold the same, unto the said party of the Second Part, his heirs, executors, administrators and assigns, and the successor of him forever, in Trust nevertheless, upon these Terms and Conditions, that is to say: That the said party of the First Part, shall have in his own right Mississippi by the 1<sup>st</sup> day of October AD 1877, such an amount of cotton as will fully pay off the indebtedness incurred therein, and in case said indebtedness is not paid at maturity, then the said W<sup>m</sup> James is to pay said H. Riorden 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in cases of the non performance of the obligation therein. If the said party of the First part



shall fail or refuse to pay to said party of the Third Part, his assigns the amount of said indebtedness, goods, wares, and merchandise on or before the maturity thereof, and all interest which shall accrue thereon and the cost and charges of this Deed; then the said party of the Second Part, or the successor of him, may and shall enter into and take possession of said Real and Personal Estate, and sell the same, or so much thereof as may be necessary before the door of the Court House, in the City of New Orleans at public auction to the highest bidder for cash, after giving ten (10) days notice, of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in two (2) or more convenient public places, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the Second Part or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the Third Part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon: and if there then shall remain any surplus of the proceeds of said sale, then the said party of the Second Part, shall pay the same to the said party of the First Part, and his assigns and if the said party of the First Part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the Second Part, shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if said party of the Second Part, shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the Third Part or his assigns, shall in writing appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said G. M. Thomhill Trustee aforesaid.

In Testimony Whereof, The said party of the First Part herunto set his hand and Seal on the day and year first above written

William <sup>life</sup> James  
mark

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned Justice of the Peace of the said County, the within named William James who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed.

Given under my hand and Seal, at office, this 24<sup>th</sup> day of February A.D. 1877.

Samuel Milton Jr. *Notary Public*

J. Robert Males }  
To & Deed of Conveyance }  
James Males }

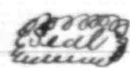
Filed for Record 1<sup>st</sup> April 1877, at 3:15 o'clock P.M.  
Recorded April 28<sup>th</sup> A.D. 1877

This Deed of Conveyance Made and entered into



this 2<sup>nd</sup> day of April A.D. 1877. by and between J. Robert Wales party of the first part, and James Wales party of the second part, both of the County of Madison and State of Mississippi. Witnesseth: That the said J. Robert Wales party of the first part for and in consideration of the sum of Four Hundred Dollars, - to him in hand paid by the said party of the second part the receipt of which said sum is hereby acknowledged has this day granted bargained sold aliened and conveyed and by these presents does grant bargain alien sell and convey, unto the said James Wales party of the second part his heirs and assigns - that certain tract or parcel of land lying and situate in the County of Madison and State of Mississippi described as the South half of the East half of the South East quarter of Section Twenty five, Township Ten, Range three East, To Have and to Hold the said above described tract of land with all the improvements thereon and all the hereditaments thereto belonging or in any wise appertaining unto the said James Wales party of the second part his heirs and assigns in Fee Simple Forever And the said J. Robert Wales party of the First Part for himself his heirs administrators and Executors covenants and agrees to and with the James Wales party of the Second part his heirs and assigns that he will and his heirs, Administrators and Executors shall forever Warrant and defend the title to the above conveyed property, unto the said James Wales of the Second part, his heirs and assigns against all lawful claims whatsoever whether in law or equity. In Testimony whereof, the said J. Robert Wales party of the first part, has hereto affixed his name and seal on the day and year first above written

J. R. Wales



State of Mississippi }  
Madison County } ss

Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named J. Robert Wales who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year mentioned as his act and deed.



Given under my hand and Official Seal, at Office in Canton this 2<sup>nd</sup> day of April A.D. 1877.

E. S. Jeffery Clerk

James Wales, Trustee }  
Do } Deed  
Emily J. Bacon }

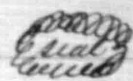
Filed for Record April 19<sup>th</sup> A.D. 1877 at 10<sup>30</sup> o'clock A.M.  
Recorded April 28<sup>th</sup> A.D. 1877.

This Indenture, made this 9<sup>th</sup> day of April A.D. 1877. by and between James Wales Trustee as hereinafter mentioned of the first part, and Emily J. Bacon of the second part. Witnesseth: Whereas by virtue of a certain deed made on the 27<sup>th</sup> day of May A.D. 1870 & recorded among the land records of Madison County, in deed book N. pages 538 & 539 William H. Cassell did convey to said James Wales, in trust, to secure the payment to said Emily J. Bacon of a certain note in said deed mentioned, the following parcel of land, to wit, beginning at the north West corner of the Meale Academy Lot running thence West along Peace



Street, three hundred & ten feet: thence south, eight hundred and thirty feet to Academy Street: thence East, three hundred & ten feet: thence north Eight hundred and ten feet to the beginning, with all the rights, ways & hereditaments thereunto belonging, and whereas, said James Wales, in pursuance of the terms of said trust deed, did, on the date hereof, expose to sale at public outcry, before the Court House door in the city of Canton Madison County aforesaid, (in which city & county said land are,) to the highest bidder, for cash, the said parcel of land with its rights ways and hereditaments, after having given notice thirty days notice of the time place & terms of the sale thereof, by publication in the Canton Mail a newspaper published in said City of Canton, and, whereas, at such sale, on said day, the said Emily J. Bacon appeared and bid for said parcel of land the sum of three hundred dollars, in gold, according to the provisions of said trust, (which sum was more than any other person did or would bid for the same,) and thus became the purchaser of said land at said sum in gold. Now Therefore, I the said James Wales Trustee as aforesaid, do, by these presents grant bargain sell alien & convey to the said Emily J. Bacon, the parcel of land herein before described together with all the rights ways & hereditaments thereunto belonging, to Have and to Hold said parcel of land, together with the rights ways & hereditaments thereunto belonging unto the said Emily J. Bacon her heirs and assigns forever. In testimony whereof said James Wales hereto sets his hand & seal, the day and year first herein written.

James Wales



The State of Mississippi }  
Madison County }

Personally appeared before me E. D. Jeffrey, Clerk of the Chancery Court in and for said County James Wales who acknowledged that he signed sealed and delivered the foregoing Deed of Conveyance, on the day & year therein mentioned as his act & deed.

In Testimony of which I said Clerk, do hereto set my hand & the Seal of said Court, this the 19<sup>th</sup> day of April A.D. 1877.

E. D. Jeffrey Clerk

By E. H. Luthweiler D.C.



Susan Shelburne et al  
To & Deed of Trust  
H. R. Smith. Trustee  
To Secure  
F. B. Pratt

Filed for Record 21<sup>st</sup> April 1877 at 12<sup>30</sup> o'clock P.M.  
Recorded April 28<sup>th</sup> A.D. 1877.

This Indenture, Made and entered into this 21<sup>st</sup> day of April A.D. 1877, by and between Susan Shelburne Willis Bailey & Amos Bailey, Martin Joshua, Leah Montgomery parties of the First Part, and H. R. Smith party of the second part, and F. B. Pratt party of the Third Part, Witnesseth, That said parties of the First part are indebted to the party of the Third Part, in the sum of Two Hundred & Seventy five 250/00 Dollars evidenced by promissory note of even date herewith. And that whereas



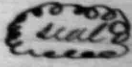
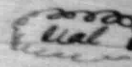
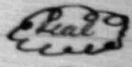
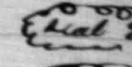
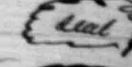
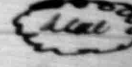
the said party of the Third part, have undertaken and promised to supply the said parties of the First part, money goods wares and merchandise during the year 1877. to the amount of Two Hundred & fifty Dollars, from this date until the first day of October A.D. 1877. the said money goods wares and merchandise being for Plantation supplies and necessities, and wearing apparel. And that whereas, the said parties of the First Part are desirous of securing to the said party of the Third Part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October A.D. 1877. Now Therefore. In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand, paid by the said party of the Second Part, to the said parties of the First Part (the receipt whereof is hereby acknowledged) the said party of the First Part, have Granted Bargained and Sold, and by these presents do Grant Bargain sell and convey unto the said party of the Second Part, his heirs executors, administrators and assigns the following described Real and Personal Estate lying and being in the County of Madison in the State of Mississippi: to wit: a certain tract of land bounded as follows commencing at quarter Section post on South Boundary of Sec 29, thence due East on said Southern boundary line 352 yds to a stake, thence North 1320 yds to stake thence west 352 yds to stake thence South 1320 yds to place of beginning containing 96 acres more or less all in Sec 29. T9 R 3 East also 2 Mules Bell & Nell & one Wagon and also all the crop of cotton corn &c made by parties of 1<sup>st</sup> part in 1877. 1878 & 1879 also one horse named Jonas. To Have and to Hold the same unto the said party of the Second Part, his heirs executors, administrators and assigns, and the successor of him forever, in Trust nevertheless Upon these Terms and conditions. That is to say; That the said parties of the First Part, shall have in Canton Mississippi, by the first day of October A.D. 1877, such an amount of cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the party of the Third Part to Olaph Bros & Co Cotton Factor in New Orleans La. for account of the parties of the first part, and the net proceeds to be placed to the credit of the account of the parties of the First Part. If the said parties of the First Part, shall fail or refuse to pay to said party of the Third Part, and his assigns, the amount of said indebtedness, goods wares and merchandise on or before the maturity thereof, and all interest which shall accrue thereon and the cost and charges of this Deed, then the said party of the Second Part, or the successor of him may and shall enter into and take possession of said Real and Personal Estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House, in the City of Canton, at public auction, to the highest bidder for cash, after giving five days notice of the time and place of said sale by posting advertisements thereof in one or more convenient public places therein, and convey the Estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the Second Part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then to pay to the said party of the Third Part and his assigns, the

Satisfied in full



amount of said indebtedness goods wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the Second Part, shall pay the same to the said parties of the first part, and their assigns, and if the said parties of the First Part, shall well and truly pay the amount of said indebtedness goods wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the Second Part shall enter satisfaction of this Deed upon the record thereof, and the same thereafter shall be null and void. It is further understood and agreed by the parties herunto that if the said party of the Second Part, shall from any cause fail to perform the duties of Trustee as aforesaid then and in that case the said part of the Third Part or his assigns, shall, in writing, appoint another Trustee in his place, who actings and doings in the premises shall be as binding as if done by the said Mr R. Smith Trustee aforesaid.

In Testimony Whereof  
The said parties of the First Part herunto set their hands and Seals on the day and year first above written.

Susan<sup>his</sup> x Shelburne   
 Willis<sup>his</sup> x Bailey   
 America<sup>her</sup> x Bailey   
 Martin x Joshua   
 Leah x Montgomery   
 Louisa x Henderson 

State of Mississippi } ss.  
 Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named Susan Shelburne, Willis Bailey, Martin Joshua Leah Montgomery and Louisa Henderson who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned, as their act and deed.



Given under my hand and Official seal, this 21<sup>st</sup> day of April A.D. 1844.

E. S. Jeffery Clerk

State of Mississippi } ss.  
 Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named America Bailey wife of the said Willis Bailey who, in a private examination, separate and apart from her husband, acknowledged that she signed sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed freely, without any fear, threats or compulsion of her said husband.



Given under my hand and Official Seal this 21<sup>st</sup> day of April A.D. 1844.

E. S. Jeffery Clerk



M. P. Simpson & Wife  
To & Deed of Trust  
R. B. Batte. Trustee  
To Secure  
Robinson & Stevens

Filed 31<sup>st</sup> day of March AD 1877 at 5 o'clock PM.  
Recorded April 28<sup>th</sup> AD 1877.

Merchants Deed of Trust.

This Deed of Trust, Made this 24<sup>th</sup> day of March A.D. 1877. Witnesseth, That whereas M. P. Simpson and Martha J. Simpson his wife of Madison County parties of the first part are indebted to Robinson & Stevens in the sum of Seven Hundred Thirty six & 49/100 dollars, on one note for 444 <sup>22</sup>/<sub>100</sub> due 1<sup>st</sup> May /76 one note 292 <sup>27</sup>/<sub>100</sub> with ten per cent Int and whereas said parties of the first part expect said Robinson & Stevens to advance Twelve Hundred Dollars, money supplies and merchandise during the year 1877: and whereas, said parties of the first part have agreed to secure the payment of said sum, as, also, any further amounts that may be advanced as aforesaid and not mentioned herein. The parties of the First Part, in consideration of the premises, as well as for ten dollars to them paid by R B Batte Trustee do hereby bargain, sell and convey to said Trustee the following described property situated in Madison County, Mississippi viz: S W 1/4 & W 1/2 of the N W 1/4 & W 1/2 of the N 1/2 of the S E 1/4 all in Sec 21 & N W 1/4 & W 1/2 of the W 1/2 of the N E 1/4 & W 1/2 of the S E 1/4 all in Sec 28. T. 7. R. 1 East of base Meridian - Saving & excepting a half acre of land lying in & on the West side of the W 1/2 of said S W 1/4 of Sec 21, in a Square it being the same 1/2 acre excepted as a grave yard in the deed from Wm I D. Blaney to said parties of the first part & excepting also six Acres out of the S E corner of said W 1/2 W 1/2 N E 1/4 Sec 28 - 554 - a. One Mare Mule (dark bay), 1 Blk horse Mule. Four light bay horse Mules, all on the Home Place, All crops of Cotton Corn & other agricultural produce raised on the Home place, also all rents, also all rents due from Duvers place, & M. P. Simpson Place & M. P. & M. J. Simpson Places and any increase of property, real or personal, that may be hereafter acquired by purchase or otherwise, the title to which unto said Trustee or any successor in warrant and agree forever to defend: in trust however, that if said parties of the first part shall, on or before the First day of November 1877. pay what may be due said Robinson & Stevens as aforesaid, and all costs incurred on account of this Deed, then this Deed to be void: but if default is made in said payments, the Trustee shall take possession of said property and having given ten days notice of the time, place and terms of sale, by posting in three public places in said County sell said property or a sufficiency thereof, to make said payments, for cash, at public auction at City Hall Door Jackson. And said Robinson & Stevens or their legal representatives can at any time they may desire, appoint a trustee in the place of R. B. Batte or any succeeding Trustee. And should the Trustee at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made or till said property is sold as



aforesaid: but until demanded by the Trustee, for either of the purposes as aforesaid: said parties of the first part can hold the same. It is further distinctly understood and agreed between the parties aforesaid, that this Deed is made and intended to secure any advances on account of the crop of 1877, made after the 1<sup>st</sup> day of January and not mentioned herein. In Testimony Whereof, Said M. P. Simpson and his wife M. J. Simpson have hereto set their hands and seals on the date above written.

M. P. Simpson  
M. J. Simpson



State of Mississippi }  
Hinds County } ss.

This day Personally Appeared before Me, The undersigned Chancellor Clerk in and for Hinds County M. P. Simpson of Madison County, and acknowledged that he signed sealed and delivered the foregoing Deed of Trust. Also appeared M. J. Simpson wife of the said M. P. Simpson, who after being examined privately and apart from her said husband, acknowledged that she signed sealed and delivered the foregoing Deed as her voluntary act, and freely, and for the purpose therein specified, without any fear, threat or compulsion of her said husband.

Witness my Hand and Seal of Office. This  
29<sup>th</sup> day of March A.D. 1877.



M. J. Ratliff clk.  
By J. A. Kautler D.C.

Jim M<sup>c</sup> Bullough &  
Harriet M<sup>c</sup> Bullough  
J<sup>r</sup> Deed of Trust  
Chas. Weil Trustee  
To secure G. A. Baldwin

Filed for Record March 27<sup>th</sup> A.D. 1877 at 2 P.M.  
Recorded April 30<sup>th</sup> A.D. 1877

This Indenture, Made and entered into this 27<sup>th</sup> day of March A.D. 1877, by and between Jim M<sup>c</sup> Bullough and Harriet M<sup>c</sup> Bullough his wife all of the Co. Madison & State of Miss. parties of the first part, and Chas. Weil party of the second part, and G. A. Baldwin party of the third part. Witnesseth: that said parties of the first part above named indebted to the party of the third part in the sum of Two Hundred and Forty 5<sup>100</sup> Dollars, evidenced by 1 promissory note of even date, and whereas, the said party of the third part, have undertaken and promise to supply the said parties of the first part money, goods, wares and merchandise during the year 1877, to the amount of Thirty Dollars, from this date until the 1<sup>st</sup> day of October A.D. 1877, the said money, goods wares and merchandise being for Plantation supplies and necessaries, and wearing apparel, and that whereas, the said parties of the first part are desirous of securing to the said party of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of October A.D. 1877. Now therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand, paid by the said party of the second part to the



said parties of the first part. the receipt whereof is hereby acknowledged  
 the said parties of the first part. have Granted, bargained and sold  
 and by these presents do grant, bargain, sell and convey unto the  
 said party of the second part. his heirs, executors, administrators and  
 assigns the following described Real and Personal Estate, lying  
 and being in the County of Madison in the State of Mississippi  
 to wit: All crops of Cotton, Corn, fodder, & whatever else raised by  
 us, or those under my employ for the year 1847, also 1 Grey Horse  
 1 Blk. Blaze faced Horse mule. 1 Yearling also the following parcel  
 of land viz: situated in the Co. of Madison and State of Mississ-  
 ippi, in the town of Sharon, town: Commencing three chains and  
 Ten links from the South West corner of section Thirty and Township  
 Ten Range four East. thence west. three chains & ten links thence  
 North three chains & ten links thence East. three chains & ten links  
 thence South to the beginning containing two acres. To have and  
 to hold the same, unto the said party of the second part. his heirs  
 executors, administrators and assigns, and the successor of him  
 forever, in trust, nevertheless, upon these terms and conditions  
 that is to say, that the said parties of the first part. shall have  
 in Canton, Mississippi by the 1<sup>st</sup> day of October AD 1847, such an  
 amount of Cotton as will fully pay off the indebtedness incurred  
 therein, said Cotton to be shipped by the party of the third part, to  
 Cotton Factor in New Orleans La. for account of the parties of the  
 first part and the nett proceeds to be placed to the credit of the  
 account of the parties of the first part. and in case said indebted-  
 ness is not paid at maturity, then the said parties of the first  
 part. is to pay said party of the third part 2½ per cent of the whole  
 of said indebtedness, which is agreed on as liquidated damages  
 in case of the non performance of the allegation therein. If the said  
 parties of the first part shall fail or refuse to pay to said party  
 of the third part and his assigns, the amount of said indebted-  
 ness, goods, wares and merchandise on or before the maturity there-  
 of and all interest which shall accrue thereon, and the cost and  
 charges of this Deed, then the said party of the second part, or  
 the successor of him, may and shall enter into and take poss-  
 session of said Real and Personal Estate, and sell the same or so much  
 thereof as may be necessary, before the door of the Court House  
 in the City of Canton, at public Auction to the highest bidder for  
 Cash, after giving 5 days notice of the time and place of said  
 sale, by advertising in some newspaper published in said County  
 or by posting advertisements thereof in Canton or more convenient  
 public places, and convey the estate so sold to the purchaser or  
 purchasers thereof by proper instruments of Conveyance and from  
 the proceeds of said sale, the said party of the second part or the  
 successor of him shall first pay the cost and charges of this deed  
 and of said sale, and then pay to the said party of the third



part and his assigns the amount of said indebtedness goods wares and merchandise, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part, and their assigns, and if the said parties of the first part shall well and truly pay the amount of said indebtedness goods wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this deed, upon the record thereof, and the same thence forward shall be well and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of trustee as aforesaid, then and in that case the said party of the third part or his assigns shall in writing appoint another trustee in his place whose actings and doings in the premises shall be as binding as if done by the said Chas. Neil Trustee aforesaid.

In testimony whereof, the said parties of the first part herunto set their hands and seals on the day and year first above written.

Given <sup>his</sup> Jim M'Cullough *Seal*  
 Harriet M'Cullough *Seal*

State of Mississippi } ss.

Madison County } Personally appeared before the undersigned  
 Clerk of the Chancery Court of the said County.

the within named Jim M'Cullough who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed.

*Seal* Given under my hand and official seal, at office this  
 24<sup>th</sup> day of March AD 1877.

A. Jeffrey Clerk  
 By C. N. Lintwiler D.C.

State of Mississippi }

Madison County } Personally appeared before the undersigned  
 Clerk of the Chancery Court of the said County

the within named Harriet M'Cullough wife of the said Jim M'Cullough who in a private examination, apart and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed on the day and year herein mentioned as her voluntary act and deed freely without any fear threats or compulsion of her said husband.

*Seal* Given under my hand and official seal, this 24<sup>th</sup> day  
 of March AD 1877.

A. Jeffrey Clerk  
 By C. N. Lintwiler D.C.



State of Mississippi } Filed for Record March 15<sup>th</sup> AD 1877 at 5 P.M.  
Do } Need Recorded April 30<sup>th</sup> AD 1877  
Redmond Graves }

State of Mississippi  
This Indenture made and entered into this the 11<sup>th</sup> day of August AD 1876, between the State of Mississippi of the first part and Redmond Graves of the second part. Witnesseth: That Whereas, there was sold on the 10<sup>th</sup> day of May AD 1875, to the State of Mississippi, for taxes due the State, the following tract of land, to wit:

| Divisions of Sections                    | Section | Township | Range | Acres |
|------------------------------------------|---------|----------|-------|-------|
| North West Quarter of South West Quarter | 33      | 9        | 1 N   | 40    |

situated in Madison County containing forty acres more or less. And whereas the said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature entitled an Act in relation to Public Revenue and for other purposes approved April 15<sup>th</sup> 1876, and has this day applied to purchase the said land and paid the sum of Ten dollars and fifty three cents, now in consideration of the premises and the amount paid to the State of Mississippi, in accordance with the Statutes of the State, the State of Mississippi has this day bargained, sold and conveyed, and by these presents, does bargain sell and convey unto the said party of the second part, his heirs and assigns forever, the aforesaid tract of land as above described, to have and to hold the same to said party of the second part, his heirs and assigns forever, the State of Mississippi hereby warrants the title to said lands according to the Statute in such cases made and provided, and not otherwise.

In testimony whereof, these presents are signed sealed and delivered in the name of the State of Mississippi by N. H. Gibbs Auditor of Public Accounts, who has hereto subscribed his name and affixed his seal of office this the 11<sup>th</sup> day of August AD 1876 at the City of Jackson.

Seal  
The State of Mississippi }  
Hinds County } N. H. Gibbs Auditor of Public Accounts

Personally appeared before the undersigned, N. H. Gibbs Auditor & C. who acknowledged that he signed sealed and delivered the above deed as Auditor of Public Accounts for the purpose therein set forth. Given under my hand and seal of office, this the 11<sup>th</sup> day of August, AD 1876.

Seal

John M. Gill  
Mayor of Jackson & J. P.



O. F. Harrell d  
 To of Deed of Trust  
 David Stadeker Trustee  
 To secure  
 J. Stadeker & Son

Filed for Record March 15<sup>th</sup> AD 1877 at 5.30 P.M.  
 Recorded April 30<sup>th</sup> AD 1877

This Indenture, made and entered into this 15<sup>th</sup> day of March AD 1877, by and between O. F. Harrell party of the first part, and David Stadeker Trustee party of the second part and J. Stadeker & Son, parties of the third part, Witnesseth: that said party of the first part is now indebted to the parties of the third part, in the sum of two hundred & Eighty one & 2/100 Dollars, evidenced by her promissory note of this date, and that whereas, the said parties of the third part have undertaken and promised to supply the said party of the first part money goods, wares and merchandise, during the year 1877, to the amount of Eight hundred & fifty Dollars, from this date until the 1<sup>st</sup> day of October AD 1877, the said money goods wares and merchandise being for plantation supplies and necessaries and wearing apparel, and that whereas, the said party of the first part, is desirous of securing to the said parties of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of October AD 1877. Now therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand, paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part have granted, bargained and sold, and by these presents do grant, bargain sell and convey unto the said party of the second part his heirs, executors, administrators and assigns, the following described Real and personal estate, lying and being in the County of Madison in the State of Mississippi to wit: the N.W. 1/4 Sec 20, T. 9. R. 2 E. Containing 160 acres of land more or less, with all the privileges & appurtenances thereunto belonging forty head of Cattle, more or less all the wagons, carts, truggies now in the possession of the party of the first part, five mules, Sally, Julia, Emma, Molly, Lily, three horses Charlie, Ray Buckle, Sunbeam, and all the crops of Cotton, Corn fodder, peas, &c. that may be raised by the said party of the first part, or those in her employ during the years 1877, 1878, or any subsequent year until this indebtedness is fully paid. To have and to hold the same, unto the said party of the second part, his heirs, executors, administrators and assigns and the successor of him forever, in trust, nevertheless, upon these terms and Conditions, that is to say that the said party of the first part, shall have in Canton Mississippi by the 1<sup>st</sup> day of October AD 1877, such an amount of Cotton as will fully pay off the indebtedness therein incurred, said Cotton to be shipped to J. Stadeker & Son Cotton Factor in Canton, for account of the party of the first part, and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity, then the said O. F. Harrell is to pay said J. Stadeker & Son 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in cases of the non performance of the obligation therein.

Satisfied this 23<sup>rd</sup> day Decem<sup>r</sup> 1878  
 David Stadeker  
 Trustee



If the said party of the first part shall fail or refuse to pay to said parties of the third part. and their assigns. the amount of said indebtedness goods wares and merchandise on or before the maturity thereof. and all interest which shall accrue thereon and the cost and charges of this deed. then the said party of the second part. or the successor of him may and shall enter into and take possession of said Real and Personal Estate. and sell the same. or so much thereof as may be necessary before the door of the Court house. in the City of Canton. at public auction to the highest bidder for cash. after giving 10 days notice of the time and place of said sale. by advertising in some newspaper published in said County or by posting advertisements thereof in one or more convenient public places. and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of Conveyance. and from the proceeds of said sale the said party of the second part or the successor of him shall first pay the cost and charges of this deed. and of said sale. and then pay to the said parties of the third part. and their assigns. the amount of said said indebtedness. goods. wares and merchandise. and all interest due thereon. and if there then shall remain any surplus of the proceeds of said sale. then the said party of the second part shall pay the same to the said party of the first part and her assigns. and if the said party of the first part shall well and truly pay the amount of said indebtedness. goods wares and merchandise. and all interest due thereon. and the cost and charges of this deed. then the said party of the second part shall enter satisfaction of this deed upon the record thereof. and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto. that if the said party of the second part shall from any cause fail to perform the duties of Trustee as aforesaid then and in that case the said parties of the third part. or their assigns shall in writing appoint another Trustee in his place whose actings and doings in the premises shall be as binding as if done by the said David Stedeker Trustee aforesaid.

In testimony whereof. the said party of the first part. hereunto set her hand and seal on the day and year first above written.

O. A. Harrell 

State of Mississippi } ss.

Madison County } Personally appeared before the undersigned Clerk of the Chancery Court. of the said County the within named O. A. Harrell who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal at office this 15<sup>th</sup> day of March A.D. 1877.



O. S. Jeffrey Clerk



John Newell and  
Junius B. Alexander  
The New Orleans Jackson  
and Great Northern Railroad  
Company and the New Orleans  
St. Louis & Chicago Rail  
Road Company.

To:

Adolph Schreiber.  
William H. Osborn  
Constantine Mendae  
William Alexander Gordon  
Benjamin F. Ayer and  
Louis G. Simmonds

To:

Francis W. Woolfley  
Master in Chancery

Filed for Record May 1<sup>st</sup> AD 1894 at 10 a.m.

Recorded May 1<sup>st</sup> AD 1894

This Indenture, executed by John Newell of the State of Illinois and Junius B. Alexander of the State of New York of the first part. The New Orleans Jackson and Great Northern Railroad Company, and the New Orleans St. Louis and Chicago Railroad Company of the second part Adolph Schreiber, William H. Osborn, Constantine Mendae, William Alexander Gordon, Benjamin F. Ayer and Louis G. Simmonds of the third part, and Francis W. Woolfley Master in Chancery of the Circuit Court of the United States, hereafter mentioned of the fourth part. Witnesseth: That whereas the New Orleans Jackson and Great Northern Railroad Company, a corporation existing under the laws of the States of Louisiana and Mississippi, did execute on the first day of May 1892, a mortgage or deed of trust under authority from those States bearing date on that day by which the said corporation granted and conveyed the dominion, estate, right and claim of the said corporation in perpetuity to John Newell, Junius B. Alexander and Edmund J. Forstall the survivors and successors of them or, in and to the railroad of the said corporation within and from the City of New Orleans in the State of Louisiana and within the States of Louisiana and Mississippi to and within the town of Canton in Mississippi, as constructed, operated and authorized by the laws of those States with all the extensions and additions to the same within either of the said States and all connecting railroads of said company together with all of the right of way, lands, property, franchises, rights and appurtenances thereto, and all the cars, locomotives, engines, warehouses, depots, machines, shops and machinery fixtures, utensils and effects generally of every kind and description whatever in use upon the said railroad or attached to the same, including and intending to include all of its real and personal estate and franchises then owned or to be acquired without exception or reservation. And whereas the corporation did then and thereby covenant with the said Newell, Alexander and Forstall, and the survivors and successors of them, to make such deeds, assurances and conveyances of the said Railroads their equipments and appurtenances, and all other property before mentioned or which should be acquired by it including their franchise to be a corporation, and that in case it should receive and acquire lands or other property, then upon the request of the said Trustees, to execute, acknowledge and deliver to them



such other deeds to cover such property and to be a security for the payment of the principal and interest of the Bonds specified in the deed of trust, and the performance of the covenants and stipulations contained therein. And whereas the conveyance aforesaid and the covenants therein were designed to create a mortgage lien and incumbrance on all of the said Railroads and their appurtenances and all the rights, estates, interests and real and personal property as aforesaid to secure the payment by the terms thereof of an uniform series of Bonds of the same date as the deed aforesaid all of One thousand dollars each with coupons for semi-annual interest of Thirty five dollars each attached payable on the first days of January and July of every year till the first day of January 1912 in gold coin, and with the condition to be void if the same were faithfully paid, but on the contrary, if there was a continuing default for six months, either in the payment of the principal or interest, then the said Jewell, Alexander and Forstall or the survivors upon the requirement of the holders of One hundred Bonds, described in the deed, might take measures for the enforcement of the trusts of the deed as a security according to its terms, and furthermore, that the holders of one tenth of the Bonds upon the occurrence of the same default, might demand that the principal of each and all of the Bonds should become due and payable anything in the Bonds to the contrary notwithstanding, all of which appears more at large in the original deed of trust executed by the New Orleans Jackson and Great Northern Railroad Company the first day of May, 1872, before P. Charles Biveller Notary Public of the City of New Orleans, and which is recorded in the office of the Recorder of Mortgages of the City of New Orleans in Book 92, Folios 694, to 702, to which reference is made. And whereas, after the making of the deed aforesaid and the issue of about three thousand of the Bonds described, to wit in April 1874 the said New Orleans Jackson and Great Northern Railroad Company, under authority granted by the States aforesaid was consolidated with the Mississippi Central Railroad Company and the two corporations conducted their business under the name of the New Orleans St. Louis and Chicago Railroad Company, which assumed their several obligations and duties, and the said several corporations did omit and refuse to pay the coupons of interest which became due on the Bonds mentioned in the said deed the first day of July 1875 and the default arising from the said failure and refusal continued for more than six months from that date, and the holders of more than one tenth of all the Bonds set forth in the deed elected to demand that the principal of the Bonds should become due, conformably to the deed, and the holders of more than two thousand four hundred and twenty Bonds did require of the said John Jewell, and J. B. Alexander the surviving Trustees (Edmund J. Forstall being dead) to proceed to foreclose the said mortgage and to enforce the trusts



and covenants in the said deed for the disposition of all the rights, estates and claims thereon, for the purpose of obtaining the payment of the debt fully set forth therein, and the said John Newell and Julius B. Alexander, surviving Trustees as aforesaid, pursuant to the requirements of the Bond holders did institute a suit in the Circuit Court of the United States for the District of Louisiana at New Orleans in connection with the Illinois Central Railroad Company (one of the Bond holders) on the first day of March 1876, against the New Orleans Jackson and Great Northern Railroad Company, and its successor the New Orleans St. Louis and Chicago Railroad Company, to enforce the trusts aforesaid and did move in said court for the appointment of a Receiver and an injunction, which were granted the eleventh day of March AD 1876, and the said J. B. Alexander as Receiver, did take possession of the railroad in New Orleans and from thence through the States of Louisiana and Mississippi to the Town of Canton in the State of Mississippi, with all the extensions and branches thereto with the rights of way, all lands that were owned at the date of the deed or which had been acquired, and the property, franchises, rights, appurtenances, depots, cars, locomotives, shops, machine shops, fixtures, utensils and real and personal property, and maintained, managed and operated the same, and retained them in custody to abide the order of the Court in the said Cause until the final decree in the same, the nineteenth day of December 1876, and by the decree rendered at the regular term of said Court on the day aforesaid, the Court declared and decreed that the said deed was a valid and operative conveyance of the property and estates therein described and set forth, by the said Corporation in the deed and confirmed the title of the said Newell and Alexander therein, and that the said defendants had broken the conditions of the deed, and that the plaintiffs were entitled to a decree according to the prayer of the bill for the sale of said property and estates, so as to provide for the payment of the principal and interest found to be due, and the Court ordered that unless the defendants should pay the debt amounting to three million two hundred and forty seven thousand two hundred and three  $25\frac{1}{10}$  or dollars, and the costs of suit, on or before the first day of January 1877, then that the said plaintiffs John Newell and Julius B. Alexander under the directions of the Master of the Court appointed for the cause, might proceed to advertise the property for sale in the manner specified in the decretal order of the Court as aforesaid at a day to be designated by the Master in the City of New Orleans, before the Custom House between the hour of noon and two o'clock P. M. of such day, and the said John Newell and Julius B. Alexander and the Illinois Central Rail Road Company in March 1876, commenced an ancillary suit against the same Corporations in the Circuit Court of the United States for the Southern District of the State of Mississippi for the same cause of suit and to obtain the same relief as in the cause before mentioned, and the said Circuit Court made the same order and directions of sale as are contained in the aforesaid decree and that it should be conducted in the same manner as to time, place, notice and subordination and sale.



the said decree in its several dispositions. And Whereas the said Newell and Alexander under the directions of the said Master F. A. Woolfley did advertise the said property in the manner following to wit: Legal Notice Trustee's Sale, Circuit Court of the United States, District of Louisiana John Newell, J. B. Alexander, and the Illinois Central Railroad Company vs. New Orleans, Jackson and Great Northern Rail Road Company New Orleans St. Louis and Chicago Rail Road Company and others. In equity No 7489, under and by virtue of the power and authority conferred by the Circuit Court of the United States for the District of Louisiana, in a decree rendered in the above entitled cause at the November Term of said Court A.D. 1876, and under the terms of the Deed of Trust established in the said decree, as made by the New Orleans, Jackson and Great Northern Rail Road Company in favor of Edmund J. Forstall, John Newell and James B. Alexander, their successors and assigns, bearing date the first (1<sup>st</sup>) day of May A.D. 1872, and to provide for the payment of the debts therein described, we, the undersigned surviving trustees, will sell at public Auction, to the highest bidder, under the superintendence and direction of F. A. Woolfley, Special Master in the above entitled cause, as provided and directed in the said decree, the entire property embraced in the said deed of trust, at the City of New Orleans in the State of Louisiana, on Saturday the twentieth (17<sup>th</sup>) day of March A.D. 1877, in front of the Custom House in said City between the hours of 12 M. and 2 P. M. of that day, the property described in the said decree and the deed of trust being the railroad of the said Corporation (the New Orleans Jackson and Great Northern Rail Road Company) commencing within the City of New Orleans, and extending northwardly into the State of Mississippi to Canton in that State, with all the extensions of the said railroad and branches thereof, in either of the States of Louisiana or Mississippi with all of the corporate franchises, privileges and immunities specified in the deed of trust or conveyed thereby including the franchise to be a corporation and to connect with others, and with all and singular the movable and immovable property of every nature and kind whatsoever, held at the date of the said deed of trust or acquired subsequently with the rights of way, structures improvements and all the appurtenances owned and occupied for operating or doing the business of the said railroad, including all the depots, station houses, engine houses, car houses, freight houses, store houses, sheds, machine shops, repair shops, business houses, offices, buildings and furniture, all of the rolling stock, cars, engines, tenders, tools, fuel and all materials used or employed for the operation and business of the said railroad, with the power to collect the tolls route and income therefrom and all the right title and estate of the said Corporation and its assigns, as fully as the same are granted in the deed of trust aforesaid, and which we are authorized to sell under the said deed and decree of the Court aforesaid. The sale of the said property will be made in full for cash to the



highest bidder at the time of sale. the right of the Bond holders to purchase the said property is reserved in the decree.

John Newell  
Junius B. Alexander  
Surviving Trustees

F. A. Woolfley Special Master.

N.B. An inventory of the property has been filed in said Court by the Receiver of said Rail road which can be seen on application to the Clerk of the Court.

And which advertisement was published daily from the seventeenth day of January 1877, till the day of sale in the New Orleans Picayune a paper published in the City of New Orleans, and in the New York Tribune and the world, papers published in the City of New York three times a week for eight weeks from the eighth day of January 1877, and on the day of sale between the hours aforesaid. the said property was offered for sale to the highest bidder for cash in the presence and under the superintendence of the master aforesaid, and in compliance with the terms of the decree and at the sale, Adolph Schreier, William B. Osborn, Constantine Wenzel, William Alexander Gordon, Benjamin F. Ayer, and Lewis O. Simonds, a purchasing Committee appointed by the holders of a majority of the Bonds were the highest bidders, and the property was adjudicated to the said parties for the sum of One Million and fifty thousand dollars at the said sale. Now these presents witness that under the power and authority granted to them by the terms of the decree of the Circuit Court aforesaid, and under the powers conferred by the deed, and under all the powers vested in them by the decree of the Circuit Court of the United States for the Southern District of Mississippi in the suit between the same parties, and for the same cause, and in which a decree to the same effect and in which the same directions were made to the said Trustees, and upon the consideration of the payment made by the said parties of the third part, in conformity with the said decree, we, the said John Newell and Junius B. Alexander, the parties of the first part, do grant, bargain, sell alien and convey to the said parties of the third part, and the survivors of them in fee simple, All the railroad of the New Orleans Jackson and Great Northern Rail Road Company within the City of New Orleans and extending from the said City to the line of the State of Mississippi, and from thence to and within the Town of Canton in the County of Madison in the said State of Mississippi, with all of the extensions to the said main line and all the branches thereto or authorized to be made in either of the said States, with all its rights of way, lands, property, franchises, rights and appurtenances with the buildings, structures and improvements on the same, and all and singular the cars, locomotives, engines, warehouses, depots, machine shops and machinery, fixtures, utensils and effects of every kind, nature and description in use upon the said rail road, and all the real and personal estate and franchises whether owned or acquired at the date of the said deed of trust on the first day of May 1872, or since that date and subject to the



of the said deed of trust and the covenants therein for further assurance and conveyance and including the franchises to be a corporation and to form a connection with other Rail road Companies, and especially the property, estate, right and interests in all the property embraced in the inventory filed by the Receiver in the Circuit Court of the United States in and for the District of Louisiana, and a portion of which is set out in the Schedule "A" attached to this deed, and all the right title claim and interest now deriving from the said deed of trust and the decrees of the said Circuit Courts to any property whatsoever whether real or personal. To have and to hold to them the said parties of the third part, to wit: Adolph Schreiber, William H. Ostrom, Constantine Mendes, William Alexander Gordon, Benjamin F. Ayer and Lewis G. Simonds, and the survivors of them in full property and dominion to them and their heirs. And the said parties of the third part do accept the said deed of conveyance and transfer from the said John Newell and Junius B. Alexander and all the rights, estates interest, claims and property movable and immovable upon the terms and conditions they have declared and conveyed in the said deed. And the parties of the second part, the New Orleans, Jackson and Great Northern Rail road Company and the New Orleans St. Louis and Chicago Rail road Company, parties to the said suit in the Circuit Courts aforesaid and to the decrees therein mentioned, and acknowledging their obligations under the terms of the said decrees and of the deed of trust herein recited and identified and the covenants and stipulations in the said deed to make further assurances and conveyance to give effect to the said deed of trust, do ratify and confirm and forever release and quit claim to the said parties of the third part, Adolph Schreiber, William H. Ostrom, Constantine Mendes, William Alexander Gordon, Benjamin F. Ayer, and Lewis G. Simonds all of the rail roads and extensions of rail roads and their appurtenances and all the rights to property, whether real or personal herein before mentioned, and all the franchises and privileges embraced in the said deed as fully and particularly as they have been conveyed in this deed by the said parties of the first part. And I the said Frances A. Wolf by Special Master appointed by the Circuit Courts aforesaid in the cause aforesaid do hereby certify and declare that the sale decreed to be made by the Courts aforesaid was conducted under my superintendence and according to the terms of the decree, and that the solicitor of the plaintiffs was present, and that the same was made pursuant to all the directions of the Court, and that the parties of the third part were duly and properly adjudicated to be the purchasers, and have complied with all the terms and conditions of the sale by the adjustment of the price subject however to the prior mortgages described in the deed of trust and the decretal order of the Court authorizing and directing the sale aforesaid.

In Witness whereof the said several parties of the first, third and fourth parts have hereunto subscribed their names and affixed their seals

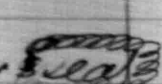


and the said parties of the second part have caused their respective corporate seals to be hereto affixed and these presents to be signed by their respective Presidents and Secretaries, this twenty third day of March in the year of our Lord One thousand eight hundred and Seventy Seven.

In presence of Wm. Ball  
Aug. B. Campbell

John Hewell 

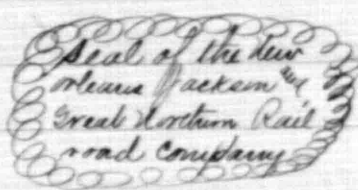
In presence of John G. Low  
Ed. P. Skene

Junius B. Alexander 

In presence of  
N. M. Francis  
Thos. M. Comb

H. S. M. Comb  
President of the New Orleans Jackson  
and Great Northern Railroad Company

In presence of  
F. B. Viest  
R. B. Holly

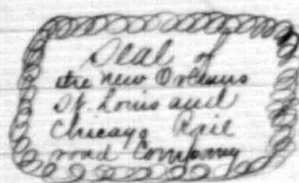


R. C. Charles  
Secretary of the New Orleans Jackson  
and Great Northern Railroad Company

In presence of  
N. M. Francis  
Thos. M. Comb

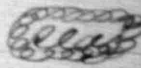
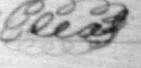
H. S. M. Comb  
President of the New Orleans St. Louis  
and Chicago Railroad Company.

In presence of  
Edw. G. Steele  
Ed. P. Skene



Wm. Calhoun  
Secretary of the New Orleans St. Louis  
and Chicago Railroad Company

In presence of  
F. B. Viest  
R. B. Holly

A. Schreier   
C. Munk   
W. Alex. Gordon   
B. F. Ayer   
L. O. Simonds   
W. H. Osborn 

In presence of  
F. B. Viest  
R. B. Holly

F. A. Wolfley   
Master in Chancery

State of Louisiana  
Parish of Orleans  
City of New Orleans } S. C.

Be it remembered that on this 23<sup>rd</sup> day of March in the year One thousand eight hundred and Seventy Seven before me, Andrew Bero Jr. a Notary Public in and for the Parish of Orleans and City of New Orleans, State of Louisiana, and also a Commissioner of the State of Mississippi resident in the City of New Orleans, Parish of Orleans and State of Louisiana, appointed by the Governor of the State of Mississippi and duly commissioned and qualified under the laws thereof to take acknowledgments and proof of deeds or other conveyances to be used or recorded in said State, came Richard C. Charles to me personally known to be the identical person of that name who signed the foregoing instrument and also known



to me to be the Secretary of the New Orleans, Jackson and Great Northern Railroad Company one of the parties of the second part. described in the said instrument. who being by me duly sworn did depose and say that he was Secretary of the said New Orleans, Jackson and Great Northern Railroad Company. that he knew the corporate seal of the said Company that the seal affixed to the foregoing instrument was such corporate seal and was affixed by the authority of said Company. and that he signed his name to the said instrument as Secretary of said Company and in behalf thereof. and the said Richard S. Charles then and there acknowledged that he signed, sealed and delivered the said instrument as his official act and deed. and as the act and deed of the said Company for the uses and purposes therein expressed. and on the day and year therein mentioned. And at the same time and place appeared before me Adolph Schreiber, William B. Osborn, Constantine Neugas, William Alexander Gordon, Benjamin F. Ayer, and Lewis C. Simonds to me personally known to be the individuals named in and who executed the foregoing deed. as parties of the third part. described in the said instrument and severally acknowledged that they had signed and sealed the said instrument as their voluntary act and deed for the uses and purposes therein expressed and on the day and year therein mentioned. And at the same time and place also appeared before me Francis A. Woolfley Master in Chancery of the Circuit Court of the United States, personally known to me to be the identical person named in and who executed the foregoing instrument as party of the fourth part described in the said instrument and acknowledged that he signed and sealed the said instrument as his official and voluntary act and deed for the purposes therein mentioned and on the day and year therein mentioned.

In testimony whereof. I have hereunto set my hand and have also hereunto affixed my official seals as such Notary Public and as such Commissioner at my office in the said City of New Orleans the day and year last above written.

Andrew Nero Jr. Not. Pub.  
Notary Public Parish of Orleans  
State of Louisiana.

Andrew Nero Jr. Commissioner  
Commissioner for Mississippi resident  
in the City of New Orleans. State  
of Louisiana

State of Delaware  
County of New Castle } C.C.  
City of Wilmington

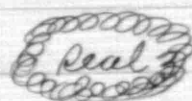
Be it remembered that on this fifth day of April in the year One thousand eight hundred and seventy seven. before me. George Moore. a Commissioner of the State of Louisiana resident in the said City of Wilmington, County of New Castle



and State of Delaware appointed by the Governor of the State of Louisiana, and duly commissioned and qualified under the laws thereof to take acknowledgments and proofs of deeds, or other conveyances, to be used or recorded in said State. Came Henry S. McComb, to me personally known to be the identical person of that name who signed the foregoing instrument, and also known to me to be the President of the New Orleans, St. Louis and Chicago Railroad Company and also the President of the New Orleans, Jackson and Great Northern Railroad Company, the two parties of the second part described in the said instrument, who being by me duly sworn, did depose and say that he resided in the said County of New Castle and State of Delaware, that he was President of the said New Orleans, St. Louis and Chicago Railroad Company and of the New Orleans, Jackson and Great Northern Railroad Company, that he knew the corporate seals of the said two companies, and that the seals affixed to the foregoing instrument were such corporate seals and were affixed by the authority of said companies respectively, and that he signed his name to said instrument as President of said respective companies and in behalf thereof, and the said Henry S. McComb then and there acknowledged that he signed sealed and delivered the said instrument as his official act and deed and as the act and deed of the said companies respectively for the uses and purposes therein expressed, on the day and year therein mentioned.

In Witness Whereof I have hereunto set my hand and have also hereunto affixed my seal as Commissioner for the State above mentioned, at my office at Wilmington in the said County of New Castle, State of Delaware, the day and year last above written.

George Moore  
Commissioner for Louisiana, resident in  
said City of Wilmington, County of  
New Castle and State of Delaware



State of Delaware  
County of New Castle } S.S.  
City of Wilmington }

Be it remembered that on this fifth day of April in the year of our Lord one thousand eight hundred and twenty seven before me, Samuel A. Macallister a Commissioner of the State of Mississippi resident in the said City of Wilmington, County of New Castle, and State of Delaware, appointed by the Governor of Mississippi, and duly commissioned and qualified under the laws thereof to take acknowledgments and proofs of deeds, or other conveyances to be used or recorded in said State, Came Henry S. McComb to me personally known to be the identical person of that name who signed the foregoing instrument, and also known to me to be the President of the New Orleans St. Louis and Chicago Railroad Company, and also the President of the New Orleans, Jackson and Great Northern Railroad Company, the two parties of the second part described in the said instrument, who being by me duly sworn, did depose and say that



he resided in the said County of New Castle, and State of Delaware that he was President of the said New Orleans, St. Louis and Chicago Railroad Company, and of the New Orleans, Jackson and Great Northern Railroad Company, that he knew the corporate seals of the said two Companies and that the seals affixed to the foregoing instrument were such corporate seals (and were applied by the authority of said Companies respectively) and that he signed his name to the said instrument as President of said respective Companies and in behalf thereof, and the said Henry S. McComb then and there acknowledged that he signed, sealed and delivered the said instrument as his official act and deed, and as the act and deed of the said Companies respectively for the uses and purposes therein expressed on the day and year therein mentioned.

In Witness whereof, I have hereunto set my hand, and have also hereunto affixed my seal as Commissioner for the State above mentioned, at my office at Wilmington in the said County of New Castle and State of Delaware the day and year above written.



Samuel A. Macallister  
Commissioner for Mississippi resident in  
the said City of Wilmington, County of  
New Castle and State of Delaware.

State of New York } o.o.  
City and County of New York }

Be it remembered that on this sixth day of April in the year One thousand eight hundred and seventy seven Before me Charles Nettleton a Commissioner of the State of Louisiana resident in the City of New York, duly commissioned and qualified by the executive authority and under the laws of the State of Louisiana, to take the acknowledgment of deeds &c. to be used or recorded in said State, and also a Commissioner of the State of Mississippi, resident in said City of New York, appointed by the Governor of the State of Mississippi and duly commissioned and qualified under the laws thereof to take acknowledgment and proof of deeds or other conveyances to be used or recorded in said State, came William Balhoun to me personally known to be the identical person of that name who signed the foregoing instrument, and also known to me to be the Secretary of the New Orleans, St. Louis and Chicago Railroad Company, one of the parties of the second part described in the said instrument, who being by me duly sworn, did expose and say that he resided in the said City of New York, that he was the Secretary of the said New Orleans, St. Louis and Chicago Railroad Company, that he knew the corporate seal of said company, that the seal affixed to the foregoing instrument was such corporate seal, and was affixed by the authority of said Company and that he signed his name to the said instrument as secretary of said Company and in behalf thereof, and the said William Balhoun then and there acknowledged that he signed, sealed and delivered the said instrument as his official act and deed at the said



Company for the uses and purposes therein expressed, on the day and year therein mentioned. And at the same time and place also appeared before me, a commissioner &c. James B. Alexander to me personally known to be the individual named in and who executed the foregoing instrument as one of the parties of the first part described in the said instrument, who being by me duly sworn, did depose and say that he resided in the said City of New York and acknowledged that he signed, sealed and delivered the said instrument as his voluntary act and deed for the consideration uses and purposes therein expressed on the day and year therein mentioned.

In Witness whereof, I have hereunto set my hand and have also hereunto affixed my seal as Commissioner for each of the States above mentioned at my office in the said City of New York the day and year last above written.

Charles Nettleton,  
Commissioner for Louisiana resident  
in New York City.

Charles Nettleton,  
Commissioner for Mississippi  
resident in New York City

State of Illinois }  
County of Cook } S.S.  
City of Chicago }

Be it remembered that on this twelfth day of April in the year One thousand eight hundred and seventy seven. Before me Philip W. Boyer, a Commissioner of the State of Louisiana resident in the said City of Chicago, County of Cook, and State of Illinois, duly commissioned and qualified by the executive authority and under the laws of the State of Louisiana, to take acknowledgements of deeds &c. to be used or recorded in said State, and also a commissioner of the State of Mississippi, resident in the said City of Chicago, County of Cook and State of Illinois, appointed by the Governor of the State of Mississippi, and duly commissioned and qualified under the laws thereof to take acknowledgements and proofs of deeds or other conveyances to be used or recorded in said State, came John Howell to me personally known to be the individual named in and who executed the foregoing instrument as one of the parties of the first part, described in the said instrument who being by me duly sworn did depose and say that he resided in the said City of Chicago, County of Cook, and State of Illinois, and acknowledged that he signed, sealed and delivered the said instrument as his voluntary act and deed for the consideration uses and purposes therein expressed on the day and year therein mentioned.

In Witness whereof, I have hereunto set my hand and have also hereunto affixed my seal as Commissioner for each of the States above mentioned at my office in the said City of Chicago, County of Cook and State of Illinois the day and year last above written.

Philip W. Boyer



Read

Commissioner for Louisiana resident in the City of  
Chicago. County of Cook & State of Illinois

Read

Phillip A. Hoynes  
Commissioner for the State of Mississippi resident in  
the City of Chicago. County of Cook and State of Illinois

New Orleans Jackson & Great Northern Railroad

Schedule A

One square of ground situated in the City of New Orleans in the State of Louisiana bounded by Front. Water Grate and Gayenne Streets with the batture in front thereof from Water St. to the Mississippi River between Grate and Gayenne Sts. The said square exclusive of batture measuring 300 ft. on Grate Street and the same on Gayenne Street by 304' 9" 6 on Front St. and the same on Water St.

Also

One square of ground situated in the said City of New Orleans bounded by Front. Water. Balliope & Gayenne Sts. measuring 191 feet 10" on Front St. and the same on Water St. by 300 feet on Gayenne St & the same on Balliope St. with the batture in front thereof extending from Water St. to Pike St. between Gayenne and Balliope Streets.

Also

One piece or parcel of land situated in the said City of New Orleans bounded by Front. Water. Calliope & St. Joseph Sts. measuring on Front Street 551' 1" 5 - 300 ft. on Calliope St - 312' 6" 3 on St. Joseph St. and 448' 10" 3 on Water St.

Also

Four squares of ground situated in the said City of New Orleans bounded by Clis. Calliope. Locust and Claiborne Sts. measuring exclusive of streets 1004 feet 11" 9 on Clis St. and the same on Calliope St. 319 ft on Locust St. and the same on Claiborne St. said squares being now occupied for Passenger Depot and other railway uses.

Also

Thirty five squares of ground situated in the said City of New Orleans and in the 1<sup>st</sup> District thereof bounded by Claiborne St. Grate St. Rochepare St. and the New Canal or Shell Road. being all the squares of ground embraced within the aforesaid boundaries and conveyed to and acquired by the New Orleans Jackson & Gt. N. O. R.R. Co. through various deeds from sundry parties at different times.



Also

Two squares of ground situated in the same City and District bounded by Erato St. Rochefort St. Balliope St. and Dorguise St. now Del honde.

Also

A triangular piece of ground in the same City and District situated in the North east corner of the square bounded by Rochefort Street. Balliope St. Euphrosine St. and Dorguise or Del honde St. being the same land conveyed to the New Orleans Jackson & St. No. R. R. Co. by Maunsell White in the year 1852.

Also

Two lots of land situated in the said City of New Orleans and fronting on Magnolia or Maunsell St. in the square bounded by Magnolia. Euphrosine. Clara St. and the Shell road measuring 63' 3" on Euphrosine St. 78' 9" 4 on Maunsell or Magnolia St. 63' 8" 4 on Shell Road by 85' 6" 2 on the rear line.

Also

A certain piece or parcel of land situated in the said City of New Orleans at the corner of Rampart and Euphrosine Sts. measuring 125 ft 3" 5 on Euphrosine St. 125 ft 0" on the opposite line 102 ft on Rampart St. and 93 feet on the opposite line.

Also

A certain piece or parcel of land situated in the said City of New Orleans fronting on Delord St. on Triton Walks. between Dryades and Hercules or Rampart St. measuring on Dryades St. 110 feet (French) 131' 9" 0 (American) on Hercules or Rampart St. 251' 2" 8 on Delord St. and 249' 4" 0 on rear line.

Also

A certain piece or parcel of ground situated in the said City of New Orleans at the corner of St. Joseph and St. Charles Streets measuring 95' 5" 5 front on St. Charles St. and the same measurement in the rear. 106 feet on St. Joseph St. with the same measurement on the opposite line. being the same premises now occupied for the main offices of the New Orleans St. Louis & Chicago R. R. Co.

Also

A certain square of ground situated in the town of Kenner Parish of Jefferson. State of Louisiana. comprised within William St. Front St. First St. and Minor St. measuring 300 feet on First St. 300' 2" on Front St. 161' 4" 4 on William St. 149' 7" 4 Minor St. and designated by the No 8 on the original plan of said Town

Also

Another portion of ground in front of the last above described square



and bounded by the Mississippi River. Front St. Minor St. and William St. together with the future accretions that may be formed in front of the same.

Also

A certain piece or parcel of land situated in the Parish of Jefferson State of Louisiana. having 100 ft. front on the N. O. J. & G. N. R. Rd. by the depth of 130 ft. taken from the tract of land owned by Maria G. Colcord. the point of beginning is 45 ft. from the upper line of the plantation of N. P. Kepp. and running back 130 feet. so that the lower line of the land forms a parallel line with the line of N. P. Kepps plantation. thence at right angles to the last named line to the Railroad. making 13.600 superficial ft.

Also

A certain tract of land containing about  $42\frac{27}{100}$  acres situated in the parish of St. John the Baptist. State of Louisiana. and bounded on the East by Lake Ponchartrain. on which it has a front of about 1282 ft. and on the West by the N. O. St. L. & C. R. R. on which it has a front of about 1470 feet. and on the South by land belonging to Charles Grube. and on the North by land formerly belonging to — Schloesen and now belonging to Martin Schloesen. said tract consisting of portion of sections 29 & 30 T 10 just south of R 8 E. being the land deeded by Mrs Adele Brown April 26<sup>th</sup> 1875 to the N. O. St L. & G. R. R. Co.

Also

One square of ground in the town of Ponchatoula Parish of Tangipahou. State of Louisiana. bounded west by Railroad Avenue. north by Victory St. East by Fifth St. and South by Pine St. - being 400 feet square.

Also

A certain piece or parcel of land situated in the Parish of Tangipahou. State of Louisiana on the west side of the N. O. J. & G. N. R. Rd. near to and below the Depot at Ponchatoula. and containing 4 acres. lying south of and adjoining lands now or formerly belonging to George Colmer. allowing a street 30 feet wide between said Colmers lands and the said 4 acres. the said land has a front on said railroad of two acres and runs back two acres at right angles with the railroad being acquired from William Akers on 23<sup>rd</sup> June 1860.

Also

A certain piece or parcel of land situated in the Parish of Tangipahou. State of Louisiana. lying in the South West quarter of Sect 9. T 4. South of R 7 E. Greensburg District, Louisiana. and described as follows. Beginning 54 feet north of mile post. 67 on the N. O. J.



G. N. R. Rd. and 75 feet from the centre of said Rail road and running thence northerly and parallel with said Rail road 100 feet. thence east at right angles with said Rail road 214 feet. thence south 100 feet and thence west 214 feet to the place of beginning containing  $49\frac{1}{100}$  of an acre

Also.

A certain piece or parcel of land situated in the Parish of Tangipahoa. State of Louisiana and described as follows. Commencing at the South East corner of land and home place now or formerly belonging to Floyd Myers. and running west of North  $14\frac{1}{2}^{\circ}$  on the line of the Right of way of the N. O. & G. N. R. Rd. 525 feet thence due West 333 feet to a corner. thence south  $14\frac{1}{2}^{\circ}$  East parallel with said Rail road 525 feet thence due east 332 ft. to place of beginning. Containing 4 acres more or less. lying in Sec. 1. T. 7. R. 7 E.

Also

A certain piece or parcel of land situated in the Parish of Tangipahoa. State of Louisiana lying in the S. E. quarter of Sect. 41. T. 2. South of R. 7 E. (and being a portion of the John D. Singleton head right) in the late Greensburg Land District of Louisiana and bounded and designated as follows. Commencing at a stake on the East line of the Right of Way of N. O. & G. N. R. Rd. Co. and 30 feet 8" North  $39\frac{1}{2}^{\circ}$  West from the North West corner of the Section House. thence North  $89\frac{1}{2}^{\circ}$  East 218 feet to a stake. thence South  $89\frac{1}{2}^{\circ}$  East 200 feet. thence South  $89\frac{1}{2}^{\circ}$  West 218 feet to a stake. thence North  $89\frac{1}{2}^{\circ}$  West 200 feet along said Right of Way to the point of beginning containing one acre acquired from M. C. Newsome 24<sup>th</sup> June 1871.

Also

A certain piece or parcel of land situated in the Parish of Tangipahoa. State of Louisiana. described as follows: Beginning at the West boundary of the New Orleans. Jackson & Gt. N. R. Rd. running thence South  $75^{\circ}$  West eight Chains 87 links (four pole chains) to cow Branch. from thence it meanders down the left bank thus. North  $88^{\circ}$  West one chain north  $4^{\circ}$  West 70 links South  $74^{\circ}$  West 80 links. South  $28^{\circ}$  East one chain 70 links South  $76^{\circ}$  West 2 Chains 20 links north  $27^{\circ}$  West one chain. South  $36\frac{1}{2}^{\circ}$  West one chain 90 links north  $53^{\circ}$  West one chain South  $10^{\circ}$  West 1 chain. North  $63^{\circ}$  West 2 Chains 20 links. North  $82^{\circ}$  West 1 chain 60 links. South  $35\frac{1}{2}^{\circ}$  West 2 Chains 46 links. North  $49^{\circ}$  West 1 chain 10 links South  $5\frac{1}{2}^{\circ}$  West 4 chains 10 links North  $79\frac{1}{4}^{\circ}$  West 96 links to a post on the South margin of said Branch. thence north 15 chains 28 links to a post south  $51^{\circ}$  East 43 links to a post oak 16 inches in diameter. thence east 19 chains to the west boundary of the N. O. & G. N. R. Road. thence south  $15^{\circ}$  East on said boundary 8 chains 56 links to the place of beginning. the whole in accordance with the survey made by James B. Whittier surveyor of said Tangipahoa Parish which said portion of land contains 22 $\frac{1}{100}$  acres being the land deeded by Louis Chapureau to the N. O. & G. N. R. Rd. March 29<sup>th</sup> 1858.



Also

A certain piece or parcel of land situated in the Parish of Livingston, State of Louisiana, about one mile north of the Town of Springfield being the South half of the tract of land originally owned by Jeremiah Spiller, bounded on the North by the land of D. B. Cason, on the east by the Natchitoches River on the south by the lands of the heirs of Geo. W. Matterson, containing 310 acres more or less being the land conveyed by Capt. P. Gayard to the N. O. & G. N. R. Rd.

Also

A certain piece or parcel of land, situated at McComb City in Pike County, State of Mississippi, described as follows, commencing at the South east corner of sec 12, T. 3. R. 7 E, thence running South  $89^{\circ}45'$  West, across the rail road track, 19 Chains 80 links along the Southern boundary line of said Section 12, to the North east corner of the Mumford Tract thence north along North and South line which is the western boundary of the east half of the East half of said Section 12, 2000 feet more or less, to its intersection with the South line of Street on south side of square "A" according to the plan of McComb City, thence eastward with said Street line 140 feet more or less to a point 100 feet from the center of the main track of said Rail road, thence parallel with and 100 feet from the center of said main track in a curved line northward 3335 feet more or less, to its intersection with the North boundary of Section 12 aforesaid, thence east along said boundary across the Rail road track 1720 feet more or less to the north east corner of said Section 12, then south 90 degrees five minutes west along to the Eastern boundary of said section 80 Chains and 44 links to the place of beginning, the whole containing  $164 \frac{1}{100}$  acres more or less, together with the Engine Houses, Machine Shops, Car Shops, Foundry, Blacksmith Shops, car sheds, Peditings, offices and all the improvements for making brick and all other improvements thereon and the appurtenances thereto, the said land was conveyed by Thos. A. Scott and Thomas K. Porter, to the N. O. & G. N. R. R. January 29<sup>th</sup> 1873.

Also

All the Real Estate with the improvements thereon situated in or near McComb City in Pike County in the State of Mississippi purchased by the New Orleans, Jackson and St. Northern Rail road Company from the Mississippi Valley Company about the 29<sup>th</sup> of December 1873, consisting in part of 313 acres of land, being the North West quarter of Section 13, T. 3. R. 7 E, part of West half of North east quarter of Sec 13, T. 3. R. 7 E, east half of North east quarter of Sec. 14 T. 3. R. 7 E, known as the Montfort tract, also all of square 39, and lots 7 & 8 in square 38, and lot 7, in block 37, in said McComb City with all the buildings and structures thereon.



Also

A certain piece or parcel of land situated in the Town of Johnston, Pike County, State of Mississippi and commencing within 14 feet of the Township line (Town 4 Sect 1) and within 5 feet of the end of the section House, at a point 64 feet from the line of N. O. J. & G. N. R.R. on the west side of same and running from that point South 179 feet thence west 200 feet thence North 179 feet on Church Street of the aforementioned town, and from thence 200 feet to place of beginning, being Block No 5. of the town of Johnston deeded to the N. O. J. & G. N. R.R. Co by Jas. B. Johnston and wife on 14<sup>th</sup> day of November 1866.

Also

A certain piece or parcel of land situated in Copiah County in the State of Mississippi, containing two acres, which lie in the N<sup>1</sup>/<sub>2</sub> of Sect. 33. T10. R8E.

Also

A certain piece or portion of land situated in the town of Crystal Springs County of Copiah State of Mississippi being the half of square No 4 as designated in the plan of said town, containing lots Nos 1, 2, 3, 4, 5, 6, 7 & 8, bounded as follows: on the north by Pearl St. on the east by Raymond St. on the south by Georgetown Street, and on the west by an alley of 25 feet, each of said lots having a front of 50 ft. on Pearl St. and running back 200 feet, being the land conveyed to the N. O. J. & G. N. R.R. Co. by D. W. Otto, Trustee for R. W. Gilbert & wife.

Also

A certain piece or portion of land in Copiah County, State of Mississippi, described as follows, to wit: Commencing at a stake on the line of Right of way of N. O. J. & G. N. R.R. 861 <sup>1</sup>/<sub>2</sub> feet east of the N. W. corner of the S. E. quarter of sect 7, T. 2 north of Range 1 West, thence west 861 <sup>1</sup>/<sub>2</sub> feet to the N. W. corner of the S. E. quarter of sect 7, T. 2 R. 1 West, thence South 1923 <sup>1</sup>/<sub>2</sub> ft. to the Right of Way, thence along the right of way to place of beginning, containing 19 acres more or less, acquired from Jacob Haley on August 6<sup>th</sup> 1859.

Also

a certain portion or piece of ground situated in West Jackson in the City of Jackson, Hinds County State of Mississippi, described as follows, lying east of a line running parallel with the N. O. J. & G. N. R.R. and 100 feet west of the centre of said Railroad passing south from the present Depot of said Railroad and embracing from the line first aforesaid all the lot of ground purchased by Amanda Blake from William Morris and intended to be described in his deed, recorded in the Probate Clerk's office in February 1848, lying east thereof which land so purchased by Amanda Blake from William Morris, wife is described as follows, Beginning on the North E. Corner of N<sup>1</sup>/<sub>2</sub> of the N<sup>1</sup>/<sub>4</sub> of sect. 10, T. 5 R. 1 E. running thence south 200 feet on the dividing line between said <sup>1</sup>/<sub>2</sub> quarter section and the town of Jackson.



thence due west through said  $\frac{1}{2}$  quarter section thence due north 200 feet to the N. W. corner of said section. thence due east to the beginning except one acre off the east end sold by Robert McKee to John Gibbons.

Also

A certain portion or piece of land in West Jackson. of the City of Jackson Hinds County. State of Mississippi. described as follows. part of the N  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Sec 3. T5 R1 E. being lots 7. 8. 9. 10. 11 & 12. as laid down on the the plan of West Jackson. bounded on the North by the Vicksburg & Jackson Railroad and also on the N. E. by said Railroad: on the South by the section line between sections 3 & 10 of said Township and Range and on the west by lots 1. 2. 3. 4. 5 & 6. as laid down on said plan of west Jackson.

Also

a certain piece or portion of land situated in West Jackson of the City of Jackson. Hinds County. State of Mississippi. described as follows. Bounded on the North by land belonging to Perry Colburn Estate on the east by land of R. M. Hobson. on the south by Capital Street and on the West by the section line between sections No 3 & 4 in the N. W  $\frac{1}{4}$  of the N  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of section 3. T5 R1 E.

The two portions of ground last above mentioned being the same acquired by the N. O. J & G. N. R. R. Co. from S. N. Lynch and Margaret S. Ware. and Geo. M. Barnes. on the 12<sup>th</sup> May 1857. and also acquired by said Company from Mrs L. Ware on the 3<sup>rd</sup> December 1869. it being described in the deed from said Mrs L. Ware as follows. lying in West Jackson and being part of West  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Sec No 3. T5. R1 E. and described in the then (1869) map of West Jackson as lot No 21. and bounded thus: Beginning at a point on the South side of Pearl Street 330 feet east of Gallatin Road. thence along the C.E. boundary of the Vicksburg & Meridian Railroad 1040 feet. thence west on the section line between sections 3 and 10 596 feet to a point 333  $\frac{1}{4}$  feet east of the Gallatin Road. thence north on the boundary between lots 22 & 21 a distance of 813 feet to the place of beginning. Reserving therefrom a lot in the N. W. corner of said lot 21. and being of dimensions of 35 feet by 75 feet.

Also

A certain piece or portion of land situated in the City of Jackson Hinds County. State of Mississippi acquired by the N. O. J & G. N. R. R. Co. from Mort Adams and wife by deed executed on the 3<sup>rd</sup> November 1853. and described as follows: Commencing at a corner on the premises of Joseph Laro or Laro on Capital St. and running east on said street 208 feet to lands then owned by the Estate of Mrs S. Lynch from Capital Street North 320 feet thence West to the Vicksburg and Jackson Railroad 312 feet thence South 100 feet. thence east to the N. East corner of said Joseph Laro's lot. thence South 220 feet to Capital St. containing by estimation one acre and three quarters.



the State of Mississippi. to the city of Aberdeen in said County of Monroe. together with all the tracts, side tracts, right of way, Depot grounds, station buildings and other property movable and immovable thereunto belonging or in anywise appertaining, and also all and singular the rights, privileges and franchises pertaining to the same or connected therewith.

F. A. Woolfley  
Master in Chancery

Napoleon B. Black } Filed for Record May 4<sup>th</sup> AD 1877 at 8 a.m.  
Do } Recorded May 5<sup>th</sup> AD 1877.  
Wm. B. Howry }

Know all men by these presents that I, Napoleon B. Black formerly of the County of Rutherford in the State of Tennessee, but now of the City of St. Louis in the State of Missouri, did on the 25 day of August AD 1875, by deed of that date convey to one Jos. H. Turner by Warranty (as will appear from the records of the Chancery Clerk's office of the County of Madison in the State of Mississippi in Book H. H. Record of Deeds p 238. to which reference is made) a certain tract of land lying and being situate in the County of Madison and State of Mississippi, about eight miles south of Canton, known as the "Pine Plantation" containing twenty four hundred acres and comprised in the following sections and parts of sections to wit, the whole of section sixteen (16) township eight (8) Range two (2) east, the whole of section fifteen (15) township eight (8) Range two (2) east, the south half of the south east  $\frac{1}{4}$  quarter and the East half of the south half of the south west one fourth  $\frac{1}{4}$  of section eleven (11) township eight (8) Range two (2) east, the west half of the East half of section fourteen (14) township eight (8) Range two (2) east, the north west quarter of section (14) fourteen, township eight (8) Range two (2) east, the north half of the West half of the south west quarter and the East half of the south west one fourth of section (14) fourteen, township eight, Range two (2) east, the East half of the east half of section twenty two, township eight Range two east, the north half of the west half of the north east quarter and the west half of section twenty two (22) township eight Range two east, and the North half of the west half of the North West quarter of section twenty seven (27) township eight Range two east. And whereas, by the terms of said deed a lien was reserved therein for the payment of five certain notes due and payable, one for One Thousand Dollars due and payable Dec. 1, 1876, one for Two Thousand Dollars due and payable Dec. 1, 1877, one for Three Thousand dollars due Dec. 1, 1878, one for Four Thousand dollars due Dec. 1879, and one for Five Thousand Dollars due five years after date, all of said notes drawing interest from 1 Dec. 1875, and whereas, all of said notes have long been paid and fully satisfied and returned duly canceled to the maker of the said notes, and my lien as vendor on said land fully satisfied, Now therefore, I do hereby acknowledge full and complete satisfaction of the vendors or other lien on the foregoing land and do covenant that the said notes have never been transferred except as returned to the maker thereof paid this May 2<sup>nd</sup> 1877.

N. B. Black



State of Missouri  
City and County of St. Louis } *s.o.* Personally appeared before me. *Wm. M. McPherson Jr.* a Commissioner for the State of Mississippi at Saint Louis Missouri duly commissioned and qualified the within named *N. B. Black* who acknowledged that he had signed sealed and delivered the foregoing instrument for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in the City of Saint Louis County and State aforesaid this second day of May AD 1877.



*W. M. McPherson Jr.*

Commissioner for Mississippi

*Michel Musson* } Filed for Record March 10<sup>th</sup> AD 1877 at 8 am.  
*Co. Conveyance* } Recorded May 5<sup>th</sup> AD 1877.  
*Estelle Josephine* }  
*Balfour - a minor -* }

This Indenture made and entered into this Twenty first day of the month of February in the year of our Lord One thousand eight hundred and seventy seven between *Michael Musson* of the City of New Orleans, State of Louisiana of the first part and *Miss Estelle Josephine Balfour*, a minor, represented by her Natural Tutor, and mother *Mistress Estelle De Gas*, born *Musson*, widow by first marriage of *Joseph D. Balfour*, and now the wife of *J. B. Reui De Gas*, and also by the said *J. B. Reui De Gas* her Co-Tutor of the second part, witnesseth, That, for the consideration hereinafter set forth, and pursuant to a decree of the Honorable the second District Court, for the Parish of Orleans, dated the Twentieth day of February AD 1877, homologating the proceedings of a family meeting held on the ninth day of February 1877, before *Edgar Grima*, A. Notary Public, in the City of New Orleans, and rendered in the matter of the succession of the late *Joseph D. Balfour*, deceased, bearing the No. 28622, of the Docket of said Court, the said *Michel Musson* party of the first part, has granted, bargained, sold and confirmed and by these presents, does grant, bargain, sell and confirm, unto the said *Miss Estelle Josephine Balfour* party of the second part, and her heirs, and assigns, the one undivided fourth interest belonging to him the said party of the first part in and to the following described property to wit: All of Section Five (5) East half of Section Six (6) North East quarter of Section Seven (7) the North half, and Forty acres off of North end of South half of Section Eight (8) North West quarter of Section Nine (9) Township Eight (8) Range One (1) West, The East half of the East half of South East Quarter, Section Thirty-two (32) and South half West quarter, South West quarter Section Thirty-three (33), Township Nine (9) Range One (1) West, all of lot one (1) East of B. line of Section four (4) Township Eight (8) Range Two (2) West, Lots Five (5) Six (6) & Seven (7) Section Twenty-five (25) Lot Four (4) Five (5) and Six (6) Section



Twenty six (26) Lot Eight (8) Section Thirty three (33) Lots Five (5) Six (6) Seventy and Eight (8) Section Thirty four (34) North West quarter and North half West half, South West quarter, Section Two (2) Township Nine (9) Range Two (2) West, all in Madison County, Mississippi, which said one fourth interest in said lands was acquired by the said M. Musson, from A. C. Duncan administrator of the Estate of Horace B. Balfour deceased, by Deed dated the fifteenth of December A.D. eighteen hundred and seventy six, duly acknowledged and recorded on the Eighteenth of January A.D. 1877, in Book L.H. of the record of Deeds of Madison County, State of Mississippi where the said lands are situated. Page 196 of said Book, as appears by the Certificate signed by G. H. Reutweiler, Deputy Clerk for G. S. Jeffery Clerk of the Chancery Court for said County of Madison, State of Mississippi, To have and to hold the said undivided fourth interest in the above described lands with the appurtenances thereof, unto the said Estelle Josephine Balfour, her heirs and assigns, to their own proper use and behoof forever. This sale is made in part consideration of the sale and transfer made to the said M. Musson of the one undivided eighth interest of the said minor Estelle Josephine Balfour, in and to the "Fall Back Plantation" situated in Bolivar County, Mississippi, in and by a certain Indenture made and entered into this day between the parties hereto, the balance of the consideration of the said sale and transfer, being stated and established in the said indenture, and the said M. Musson does hereby acknowledge the price, and consideration of the present sale to be fully paid, and settled by means of the execution of the above mentioned Indenture, and he does hereby, therefore, remise, release, and forever acquit the said Estelle Josephine Balfour, her heirs, executors, and administrators of the price, and consideration of the present sale, and of and from all claims, and demands whatsoever in the premises, for or on account of the said price and consideration.

In Witness whereof the said party of the first part has hereto set his hand and seal, on the day, month and year first aforesaid.

Signed sealed & delivered in the presence of

Geo. Grima  
Edgar Grima

Estelle De Gas  
M. Musson  
Rene' De Gas  
Cotutor

State of Louisiana  
City of New Orleans

Personally appeared before me Edgar Grima, a Commissioner in and for the State of Louisiana, duly appointed, and authorized by the Governor of the State of Mississippi, to take and receive the acknowledgment, and proof of deeds, and other instruments in writing to be used or record in the State of Mississippi, and to administer oaths & affirmations and duly qualified in such capacity, the within named Michel Musson, who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned, as his act and deed.

Given under my hand and seal of office at New Orleans this Twenty first day of February A.D. Eighteen hundred and seventy seven.



Edgar Grima Commissioner  
for Mississippi at New Orleans La.



H. J. Bullipher  
 Co's Deed of Trust  
 N. A. Chick Trustee  
 To secure A. N. McKay

} Filed for Record March 31<sup>st</sup> AD 1877 at 11 am  
 Recorded May 5<sup>th</sup> AD 1877

This Indenture, made and entered into this 28<sup>th</sup> day of March AD 1877, by and between H. J. Bullipher party of the first part and N. A. Chick party of the second part And A. N. McKay party of the third part. Witnesseth: that said party of the first part is indebted to the party of the third part, in the sum of Five Hundred & Seven five Dollars, evidenced by one promissory note of even day and date, and that whereas, the said party of the third part, have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise, during the year 1877, to the amount of - Dollars, from this date until the first day of January AD 1878, the said money, goods, wares and merchandise being for Plantation supplies and necessaries, and wearing apparel, and that whereas, the said party of the first part, is desirous of securing to the said party of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of January AD 1878. Now therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand, paid by the party of the second part, to the said party of the first part, (the receipt whereof is hereby acknowledged) the said party of the first part, have granted, bargained and sold, and by these presents do Grant, bargain sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described Real and Personal Estate, lying and being in the County of Madison in the State of Mississippi, to wit: N<sup>1</sup>/<sub>2</sub> of the S<sup>1</sup>/<sub>4</sub> and S<sup>1</sup>/<sub>2</sub> of the E<sup>1</sup>/<sub>4</sub> N<sup>1</sup>/<sub>4</sub> S<sup>1</sup>/<sub>4</sub> 10 R 5 East, Section 33. One Mule named Mollie Ten head of Cattle & one Yoke of Oxen and Wagon and my entire crop grown & raise by him or his employees during year 1877. To have and to hold the same, unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever in trust, nevertheless, upon these terms and conditions, that is to say that the said party of the first part, shall have in Canton, Mississippi, by the first day of January AD 1878, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said Cotton to be shipped by the party of the third part, to McKay for account of the party of the first part, and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity, then the said H. J. Bullipher is to pay said McKay 2<sup>1</sup>/<sub>2</sub> per cent. of the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the allegation therein. If the said party of the first part, shall fail or refuse to pay to said party of the third part, and her assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall come thereon and the cost and charges



of this Deed. then the said party of the second part. or the successor of him may and shall enter into and take possession of said Real and Personal Estate and sell the same, or so much thereof as may be necessary. before the door of the Court House, in the City of Canton, at public auction, to the highest bidder for cash after giving ten days notice of the time and place of said sale. by advertising in some newspaper published in said County. or by posting advertisements thereof in 2 or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part. or the successor of him, shall first pay the cost and charges of this Deed and of said sale, and then pay to the said party of the third part. and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale then the said party of the second part. shall pay the same to the said party of the first part. and his assigns, and if the said party of the first part. shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the cost and charges of this deed, then the said party of the second part. shall enter satisfaction of this deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part. shall from any cause fail to perform the duties of Trustee as aforesaid then and in that case the said party of the third part or her assigns shall in writing appoint another trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said N.A. Cheek Trustee aforesaid.

In testimony whereof, the said party of the first part. hereunto set his hand and seal on the day and year first above written.

H. T. Cullipher

State of Mississippi

Madison County

Personally appeared before the undersigned Justice of the Peace of the said County, the within named H. T. Cullipher who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed Given under my hand and seal, at office this 2<sup>nd</sup> day of March A.D. 1877.

D. J. Brown J. P.

John Anderson  
To: Deed of Trust  
Singleton Garrett  
To secure Trustee  
H. B. Tucker

Filed for Record March 10<sup>th</sup> A.D. 1877 at 5 P.M.  
Recorded May 7<sup>th</sup> A.D. 1877

The State of Mississippi, Madison County.  
This Deed of Trust is made and entered into by and between John Anderson of the first part, Singleton Garrett, of the second part, and H. B. Tucker of the third part, all of the County of Madison.



and State of Mississippi. Witnesseth. the said John Audumson is justly indebted to the said H. G. Tupper in the sum of Thirty Dollars evidenced by a certain promissory note bearing date the - day of March 1877, due and payable the first of September with interest at ten per cent. from date until paid to H. G. Tupper or order and signed by the said John Audumson. Now in order to secure the ultimate payment of said sum of money in said promissory note mentioned, the said party of the first part does hereby give, grant, bargain and sell unto the said party of the third part the following described land, lying in the County of Madison and State of Mississippi, to wit: Commencing at a stake where the south west corner of Mrs. M. G. Doughtrips lot adjoins the lot now owned by George Bandy. thence South one hundred and ten feet to the North West corner of a lot owned and occupied by Harriet Booth thence east to the North east corner of said Harriet Booths lot one hundred and twenty seven feet. thence North one hundred and ten feet to the Southern boundary of the said Mrs. M. G. Doughtrips lot and thence west One hundred and twenty seven feet to the beginning, containing by estimation one half acre be the same more or less. To have and to hold unto the said Singleton Garrett and to his heirs and assigns forever. In trust however and for the following purposes to wit: the said land is suffered to remain in possession of the party of the first part until maturity of said promissory note, and upon the payment thereof by the said party of the first part together with all the accruing interest thereon and the cost of executing this deed, this Deed of Trust shall be void and of no effect, but should the said party of the first part fail to pay said promissory note with all the interest thereon according to its tenor and effect in or before its maturity, then it shall be the duty of the said party of the second part to advertise said land for sale by giving ten days notice of the time, place and terms of sale by posting notices thereof in three public places in said County of Madison one of which shall be on the door of the Court House in Canton, and giving said notice the said Singleton Garrett shall proceed to sell said land at public outcry for cash and from the proceeds of such sale pay and satisfy said promissory note and all interests thereon, and the costs of this deed of trust make and execute a sufficient deed of said land to the purchaser and should there remain a surplus of money, the proceeds of said sale in the hands of said Trustee, after paying said sums, the said trustee is hereby required to pay the same to, over to the said party of the first part, his heirs, executors, administrators or assigns. In case of the failure of the trustee herein named, failing from any cause to act, the said H. G. Tupper may appoint another Trustee to act in his stead.

In Witness whereof the said party of the first part has hereunto affixed his hand and seal on the 10<sup>th</sup> day of March A.D. 1877

John Audumson

At the written request of H. G. Tupper I have this day marked the within  
Deed of Trust before me. September 9<sup>th</sup> 1877  
J. R. Kearney



State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named John Auderson who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed. Given under my hand and official seal, at office, in Canton this 10<sup>th</sup> day of March AD 1877.



C. A. Jeffery Clerk.

Edward Williamson  
Thos. L. Williamson  
W. O. Williamson  
Do: Deed of Trust  
Benj. O. Jones Trustee  
To secure  
Dr. J. W. Galloway

Filed for Record March 12<sup>th</sup> AD 1877 at 12 o'clock M.  
Recorded May 4<sup>th</sup> AD 1877

(83)

This Indenture, made and entered into this 9<sup>th</sup> day of March AD 1877, by and between Edward Williamson, Thomas Williamson and W. O. Williamson parties of the first part and B. E. Jones party of the second part and Dr. J. W. Galloway party of the third part. Witnesseth: That said parties of the first part are indebted to the party of the third part in the sum of Three Hundred & Sixty Seven <sup>00</sup>/<sub>100</sub> Dollars evidenced by a certain promissory note of date herewith, and that whereas the said parties of the first part are desirous of securing to the said party of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 7<sup>th</sup> day of November AD 1877. Now therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand paid by the said party of the second part, to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part have Granted, bargained and sold and by these presents do Grant, bargain sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described Real and Personal Estate, lying and being in the County of Madison in the State of Mississippi, to wit: 20 acres running clear across South end of  $\frac{1}{2}$   $\frac{1}{4}$  Section 32, and 5 acres off E.N. Corner of Section 33: in a square Rock all in Township 9 Range 4 East. Also one gray horse and one sorrel horse also ten head of Cattle, also all the crops of Cotton, Corn, Peas, Potatoes, and all the crops of every kind to be raised by said first parties and their employees under them in said County during the year 1877 To have and to hold the same, unto the said party of the second part, his heirs, executors, administrators and assigns, and the successors of him forever, in trust, nevertheless, upon these terms and conditions that is to say, that the said parties of the first part, shall have in Canton Mississippi, by the 7<sup>th</sup> day of November AD 1877, such amount of Cotton as will fully pay off the indebtedness incurred therein, said Cotton to be sold by the party of the third part, to any party he may choose Cotton for

Satisfied in full Dec 8/82 B E Jones Trustee



in New Orleans La. for account of the parties of the first part, and the net proceeds to be placed to the credit of the account of the parties of the first part, and in case said indebtedness is not paid at maturity, then the said parties of the first part are to pay said party of the third part,  $2\frac{1}{2}$  per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in cases of the non performance of the allegation therein. If the said parties of the first part, shall fail or refuse to pay to said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said Real and Personal Estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House, in the City of Canton, at public auction, to the highest bidder for cash, after giving two days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more prominent public places, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of Conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part, and their assigns, and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part, shall enter satisfaction of this Deed, upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or his assigns, shall in writing appoint another trustee in his place, whose acts and doings in the premises shall be as binding as if done by the said B. C. Jones Trustee aforesaid.

In testimony whereof, the said parties of the first part, herunto set their hands and seals, on the day and year first above written

O. Williamson  
Mary O. Williamson  
Thomas Williamson

State of Mississippi } ss.

Madison County } Personally appeared before the undersigned Justice of the Peace of the said County, the within named Edward Williamson and Thomas O. Williamson who acknowledged



that they signed, sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed.

Given under my hand and seal, at office, this 9<sup>th</sup> day of March A.D. 1877.

Jno. B. Pitchford J.P. *[Signature]*

State of Mississippi } ss.

Madison County }

Personally appeared before the undersigned Justice of the Peace of the said County, the within named M. E. Williamson wife of the said Edward Williamson who in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed freely without any fear, threats or compulsion of her said husband.

Given under my hand and seal this 9<sup>th</sup> day of March A.D. 1877.

Jno. B. Pitchford J.P. *[Signature]*

Steno James  
D. Deed of Trust  
D. Craublen Trustee  
To secure  
James Allen

Filed for Record March 12<sup>th</sup> A.D. 1877 at 11. a.m.  
Recorded May 17<sup>th</sup> A.D. 1877

This Indenture, Made and entered into this 5<sup>th</sup> day of Feb'y. A.D. 1877, by and between Steno James party of the first part and D. Craublen party of the second part, and James Allen party of the third part. Witnesseth; that said party of the first part, are justly indebted to the party of third part, in the sum of Sixty Dollars, evidenced by a promissory note of this date, made payable 1<sup>st</sup> Next November. the first part are desirous of securing to the said party of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of November A.D. 1877. Now, therefore in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand, paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged the said party of the first part, have granted, bargained and sold, and by these presents do Grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described Real and Personal Estate, lying and being in the County of Madison, in the State of Mississippi to-wit: Three Bales of Cotton, raised on the place owned by the party of 1<sup>st</sup> part, during the year 1877, and 1/2 of 6 1/2 of NW quarter less 2 acres off West Camden & McMillie Road, all in Township Twelve Range 5 East, & 1 corn horse aged 10 years & called Darius. To have and to hold the same unto the said party of the second part his heirs, executors, administrators and assigns, and the successor of him forever, in trust, upon these terms and conditions, that is to say, that the said party of the first part, shall have in Coupe de Mississipp by the 1<sup>st</sup> day of November A.D. 1877, such an amount of Cotton as will



fully pay off the indebtedness incurred therein, said Cotton to be sold by the party of the third part, in Canton Miss. and the net proceeds to be placed to the credit of the account of the party of the first part. If the said party of the first part, shall fail or refuse to pay to said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise on or before the maturity thereof and all interest which shall accrue thereon and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said Real and Personal Estate, and sell the same, or so much thereof as may be necessary before the door of the Court House, in the town of Cambridge, at public auction to the highest bidder for Cash, after giving 10 days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in 3 or more prominent public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the costs and charges of this Deed and of said sale. And then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part, shall pay the same to the said party of the first part and his assigns, and if the said party of the first part, shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part, shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of trustee as aforesaid, then and in that case the said party of the third part or his assigns shall in writing, appoint another trustee in his place whose actings and doings in the premises shall be as binding as if done by the said D. Hamblen Trustee aforesaid.

In testimony whereof, the said part of the first part, hereunto set hand and seal on the day and year first above written.

Witness M. J. Ross

J. C. Maxwell

The State of Mississippi

Madison County

Steno <sup>his</sup> James 

Personally appeared before the undersigned Justice of the Peace of said County the within named J. C. Maxwell one of the subscribing witnesses to the foregoing Deed who by me first duly sworn deposeth and saith that he saw the within Steno James sign seal and deliver the same to D. Hamblen Trustee that he this Deponent subscribed his name as a witness thereto in the presence of the said Steno James and that he saw the other subscribing witness in his name as a witness thereto



in the presence of the said James and that the witnesses signed  
in the presence of each other on the day and year therein named  
Given under my hand and seal this 22<sup>nd</sup> day Feby AD 1877  
Daniel Milton J.P. *[Signature]*

E. L. Hargon  
To } Deed of Trust  
J. M. Allen Trustee  
To secure  
James Simpson

Filed for Record March 12<sup>th</sup> AD 1877 at 11 a.m.  
Recorded May 8<sup>th</sup> AD 1877.

This Indenture, made and entered into this 8 day of Mar.  
1877 between E. L. Hargon of the first part, and J. M. Allen of the second part,  
and James Simpson of the third part. Witnesseth, that the said party of the  
first part for and in consideration of the sum of Ten Dollars in hand paid  
by the party of the second part, the receipt of which is hereby acknowledged  
as well as for the further considerations hereinafter mentioned, has hereby grant-  
ed, bargained, sold and conveyed unto the party of the second part, the follow-  
ing described property, situated in the County of Madison, and State of Miss-  
issippi, to wit: One fourth undivided interest in the following tract of land  
N<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> & S<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> Sec. 19 T. 11 R. 4 E. S<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> Sec 20. N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> S<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> Sec  
30 T. 11. R. 4 E. & two miles together with all the farming implements of every kind  
and description belonging to the party of the first part now on the plantation  
known as J. Hargon, also the entire crop of Cotton and Corn that shall be raised  
the present year, by the party of the first part on the plantation aforesaid, to  
have and hold the above described property unto the said party of the second  
part, his heirs and assigns forever, and the said party of the first part, for  
himself, his heirs, executors and administrators, hereby covenants and agrees,  
to and with said party of the second part, his heirs and assigns, to forever  
warrant and defend the title to the said property against the claims of all  
persons whomsoever, but this conveyance is in trust, and upon the follow-  
ing terms and conditions: Whereas the said party of the first part is justly  
indebted to the said party of the third part, in the sum of Four Hundred &  
Sixty one dollars, evidenced by his certain promissory note for that amount, dated  
-187- and payable to the order of said party of the third part, evidenced by open  
account kept by party of third part, which sum of money the party of the first  
part is desirous of securing. And it is further understood and agreed by the  
party of the first part, that in case the amount furnished shall, at any time,  
before closing the account before mentioned, exceed the aforesaid sum of -Dollars  
there, in that event, the said excess shall be, and the same is hereby secured, under  
this Deed of Trust. Now if said party of the first part shall pay off and discharge  
said indebtedness at maturity, then this conveyance to be void, but should said  
party of the first part fail to pay and satisfy said indebtedness at maturity,  
then it shall be the duty of the party of the second part, at the request, of  
the party of the third part, to take possession of all the property conveyed un-  
der this trust, and after giving ten days notice of the time and place of  
sale, by posting notices in four public places in Madison County, proceed to  
sell at public auction, for cash in hand, to the highest bidder, between the Com-



house door, in Canton, all of said property, or a sufficiency thereof to satisfy the debt and interest and cost of executing this trust, and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon, and the cost of executing this trust, and the balance if any there be shall be paid over to the party of the first part. It is further agreed and understood that should said Trustee from any cause, fail to execute this trust, then it shall be lawful for James Simpson to appoint another whose acts shall be binding.

In testimony whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

O. L. Kargon *Regt*

The State of Miss. }

Madison County } Personally appeared before the undersigned Justice of the Peace of said County the within named O. L. Kargon who acknowledged that he signed sealed and delivered the foregoing Deed of Trust, as his act and deed, truly and at the time therein mentioned and for the purposes therein specified.

Witness my hand and seal this the 8 day Mar 1877.

Samuel Milton J. P. *Regt*

H. J. Nichols  
Jr of Deed of Trust  
J. H. Bingham  
Trustee

Filed for Record March 13<sup>th</sup> AD 1877 at 9 am.  
Recorded May 8<sup>th</sup> AD 1877

James J. Lee

State of Mississippi, Madison County.

Know all men by these presents that J. D. Nichols being indebted to J. J. Lee of the County of Carroll in the sum of Seven hundred and fifty dollars as is evidenced by my promissory note of even date herewith & bearing interest from date at the rate of ten per cent per annum and desiring to secure the prompt payment of said sum of money, in consideration of said sum of Seven hundred and fifty dollars & of the further consideration of one dollar to me in hand paid by J. H. Bingham trustee. I have this day granted bargained sold and conveyed and do by these presents grant, bargain, sell and convey unto the said J. H. Bingham trustee, the following described tract or parcel of land to wit:  $N\frac{1}{2}$  of  $NW\frac{1}{4}$  &  $N\frac{1}{2}$  of  $SW\frac{1}{4}$  &  $S\frac{1}{2}$  of  $N\frac{1}{2}$   $NE\frac{1}{4}$  of S. 7. T. 10 R. 4 E. &  $N\frac{1}{2}$  of  $NE\frac{1}{4}$  of S. 7. T. 10 R. 4 E. also 18 acres of land lying east of the road leading from Canton to Canandaugus lying in  $S\frac{1}{2}$  of  $NW\frac{1}{4}$  S. 7. T. 10 R. 4 E. also all the land lying north of the Road running east from Drake's Creek Baptist Church to Canandaugus lying & being in  $NE\frac{1}{4}$  of S. 7. T. 10 R. 4 E. also 40 acres of land  $SE\frac{1}{4}$  of S. 6. T. 10 R. 4 E. and lying & being East of the road leading from Canton to Canandaugus also 9 acres of land in  $S\frac{1}{2}$  of  $NE\frac{1}{2}$  of  $SW\frac{1}{4}$  of S. 5. T. 10 R. 4 E. also 15 acres of land more or less lying and being

This deed in trust was this day satisfied in full by a sale of the property named in it, by me, as Special trustee in the place of J. H. Bingham.

James J. Lee



in  $N\frac{1}{2}$  of  $NW\frac{1}{4}$  S 8. T 10 R 4 East. and  $NW\frac{1}{4}$  of  $SW\frac{1}{4}$  &  $SE\frac{1}{2}$  of  $NW\frac{1}{4}$  &  $SE\frac{1}{2}$  of  $N\frac{1}{2}$  of  $NW\frac{1}{4}$  of Sec 18. and  $SE\frac{1}{2}$  of  $SE\frac{1}{2}$  of  $SW\frac{1}{4}$  Sec 4. T 10. R 4 East. and  $N\frac{1}{2}$  of  $NE\frac{1}{4}$  of Section 24. T 10. R 3 East. all of said lands lying and being in the County of Madison & State aforesaid to have and to hold the same unto the said T. B. Bingham his heirs & assigns in fee simple forever. but upon the following condition & trust to wit: Whereas I the said D. J. Nichols am indebted to said J. J. Bee. in the aforesaid sum of Seven hundred and fifty dollars due and payable on the first day of November 1877 with interest at the rate of ten per cent per annum till paid. and to secure the payment of which said sum this deed is executed. Now therefore if I shall at the maturity of said note pay said sum of money with the interest accrued thereon & the cost of executing this instrument then this conveyance shall be null and void. But if I shall fail to pay said sum of money when the same shall fall due together with the interest accrued thereon. then the said T. B. Bingham trustee shall sell said lands to the highest bidder for cash after giving ten days notice of the time & place of said sale which said sale shall be made at the Court House door in the town of Canton after posting notice of said sale in two public places in said County. and shall make and execute to the purchasers thereof deeds conveying the said lands to the purchaser or purchasers in fee simple and out of the proceeds of said sale shall pay first the cost of executing this instrument. and shall then pay to the said J. J. Bee. or his assigns the said sum of Seven hundred and fifty dollars with interest accrued thereon and he shall pay the remainder if any there be to the said D. J. Nichols or his heirs. or personal representative. Now if the said T. B. Bingham shall fail or refuse from any cause to act as trustee in this behalf then the said J. J. Bee. may by writing under his hand and seal appoint another trustee who shall have all the powers and rights herein vested with said T. B. Bingham. In testimony whereof I have hereunto set my hand and seal this the 9<sup>th</sup> day of March 1877. (the erasure on 9<sup>th</sup> & 10<sup>th</sup> line of the second page & the interlineation of the words Section 24. on the 10<sup>th</sup> line were made before this paper was executed)

In testimony whereof I have hereunto set my hand and seal this the 9<sup>th</sup> day of March 1877.

D. J. Nichols 

State of Mississippi

Madison County

This day personally appeared before me the undersigned Clerk of the Chancery Court of said County D. J. Nichols to me personally known who acknowledged that he signed sealed and delivered the annexed. above and foregoing deed as his own act and deed on the day & date thereof & for the purposes therein set forth.

In testimony whereof I have hereunto set my hand & affixed my seal of office this the 10<sup>th</sup> day of March 1877.

C. B. Jeffrey Clerk

By O. B. Bingham D.C.



W. E. Yancey  
 To: Deed of Trust  
 R. B. Batte Trustee  
 To secure  
 Robinson & Stearns

Filed for Record March 20<sup>th</sup> AD 1877 at 9 a.m.  
 Recorded May 8<sup>th</sup> AD 1877

This Deed of Trust, made this 16<sup>th</sup> day of March AD 1877 Witnesseth that whereas W. E. Yancey of Madison County party of the first part is indebted to Robinson & Stearns in the sum of Twenty Three hundred thirty seven &  $\frac{53}{100}$  dollars on note & open account and whereas, said party of first part expect said Robinson & Stearns to advance Three Hundred Dollars money supplies and merchandise during the year 1877, and whereas said party of the first part has agreed to secure the payment of said sum as, also, any further amounts that may be advanced as aforesaid and not mentioned herein, the party of the first part, in consideration of the premises, as well as for ten dollars to him paid by R. B. Batte Trustee, do hereby bargain, sell and convey to said Trustee the following described property situated in Madison County, Mississippi, viz: Two Blk. Mare Mules, One Brown horse mule, One Horse sold to Hunter or proceeds of same, One Wagon, all crops of Cotton, Corn & other agricultural produced by me during the year 1877, West side of N<sup>o</sup> 33, T<sup>o</sup> 7, R 2 East, containing fifty five acres, all rents due me say Robt. Parker Fifteen hundred pounds Lint Cotton, Robert Hunter Nine Hundred pounds Lint Cotton, and any increase of property, real or personal, that may be hereafter acquired by purchase or otherwise, the title to which unto said Trustee or any successor, I warrant and agree forever to defend, in trust however, that if said party of the first part shall, on or before the first day of November 1877, pay what may be due said Robinson & Stearns as aforesaid, and all costs incurred on account of this deed, then this deed to be void, but if default is made in said payments, the trustee shall take possession of said property and having given two days notice of the time, place and terms of sale, by posting in three public places in said County, sell said property or a sufficiency thereof to make said payments, for cash, at public auction at City Hall Door Jackson and said Robinson & Stearns or his legal representative, can at any time they may desire, appoint a trustee in the place of R. B. Batte or any succeeding Trustee, and should the trustee at any time believe said property or any part thereof endangered as a security for said payments he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid, but until demanded by the trustee for either of the purposes as aforesaid, said party of first part can hold the same. It is further distinctly understood and agreed between the parties aforesaid, that this deed is made and intended to secure any advances on account of the crop of 1877, made after the 1<sup>st</sup> day of Jan'y. and not mentioned herein.

In testimony whereof, said W<sup>o</sup> E. Yancey of Madison County  
 has hereunto set his hand and seal on the date above written.



N. O. Yancey *clerk*

State of Mississippi } ss.

Hinds County

This day personally appeared before me the undersigned Chauncery Clerk in and for Hinds County N. O. Yancey of Madison County and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust at the time therein named as his act and deed.

*Seal*

Witness my hand and seal of office this 16<sup>th</sup> day of March AD 1877

N. J. Ratliff *clerk*

By J. A. Kauster D.C.

James Montgomery & Wife }  
To of Deed

Filed for Record March 12<sup>th</sup> AD 1877 at 2.10 P.M.  
Recorded May 8<sup>th</sup> AD 1877

William Priestley }

This Indenture made and entered into this first day of January AD Eighteen hundred & Twenty Seven. Between James Montgomery and Emma H. Montgomery his wife of the County of Sumner and State of Tennessee of the first part, and William Priestley of the City of Canton, Madison County & State of Mississippi of the second part. Witnesseth that whereas heretofore to wit: on the 30<sup>th</sup> day of November AD 1874. the said parties William Priestley & James Montgomery contracted for the sale & purchase of the hereinafter described lots of land, and that day the said William Priestley Executed and delivered to the said James Montgomery his promissory note for the sum of One Thousand dollars due & payable to the said Jas. Montgomery on the first day of January AD Eighteen hundred and Twenty Seven. for the purchase money of the same, and now the said purchase money, specified in said promissory note having been this day fully paid up, to the said party of the first part, the receipt whereof is hereby & by these presents acknowledged, and in consideration thereof, the said parties of the first, do hereby & by these presents bargain, sell, alien and convey, unto the said William Priestley of the second part, the undivided interest of one third (1/3) in and to the following described lot in the said City of Canton. Known as the East half of Lot No. One (1) in square No (6) viz also the South West quarter of said lot, less twenty feet by fifty feet on the South end of the East half of the said lot on which twenty feet by fifty feet the house of the fire engine is situated. To have and to hold unto him the said William Priestley his heirs and assigns forever, together with all and singular the tenements, appurtenances hereditaments & improvements thereunto belonging or in any wise appertaining, And the said parties of the first part do by these presents, covenant agree & promise that they will forever warrant and defend the title to the above described hereby granted, sold & conveyed premises unto the said William Priestley his heirs and assigns against the claims of the said parties of the first part, and against the lawful claim or claims of all persons, lawfully set up for said property, and from all incumbrances whatsoever & by whomsoever made.



In testimony whereof the said parties of the first part have hereunto set their hands & affixed their seals on the day and year first aforesaid.

James Montgomery *[Signature]*  
 Emma H. Montgomery *[Signature]*

The State of Tennessee }  
 Sumner County

Personally appeared before me, the undersigned, Jesse Cage, Clerk of the County Court of said County, James Montgomery and Mrs. Emma H. Montgomery his wife who acknowledged that they signed, sealed and delivered the above and foregoing Deed of Conveyance, as their act and deed for the purposes therein mentioned on the day and year therein mentioned. And the said Mrs. Emma H. Montgomery wife of the said James Montgomery having been examined separate and apart from her said husband by me, acknowledged that she signed, sealed & delivered the above and foregoing deed of conveyance as her voluntary act and deed, and fully without fear threats or compulsion from her said husband.

In Witness whereof, I have hereunto set my hand and seal of *[Signature]* office at Gallatin, Tennessee this 6<sup>th</sup> March 1877.  
 Jesse Cage Clerk

State of Tennessee }  
 Sumner County

I, H. H. Austin Judge of the County Court of said County certify that Jesse Cage whose genuine signature appears to the foregoing acknowledgement is the Clerk of the County Court of said County having been duly elected as such that the acknowledgement was made before the proper officer.  
 Witness my hand this 6<sup>th</sup> March 1877.

H. H. Austin Judge.

State of Tennessee }  
 Sumner County

I, Jesse Cage Clerk of the County Court of said County, certify that H. H. Austin whose genuine signature appears to the foregoing certificate is the Judge of the County Court of said County having been duly elected & commissioned as such that his official acts are entitled to full faith & credit.

Witness my hand at office this 6 March 1877.

*[Signature]*

Jesse Cage Clerk

Steven Jurryuac  
 Minnie Jurryuac  
 Silas Jurryuac  
 Morgan Thompson  
 Simon Jurryuac  
 Ed. Reed of Trust  
 J. B. Robertson Trustee  
 Co. Secs.

Ch. H. Bradley & Son

Filed for Record March 12<sup>th</sup> AD 1877 at 9<sup>00</sup> AM  
 Recorded May 9<sup>th</sup> AD 1877

"Merchants Deed of Trust"



This Deed of Trust, made this 15 day of February AD 1877. Witnesseth that whereas, Stephen Juryuac & Winnie Juryuac, Silas Juryuac & Morgan Thompson & Simon Juryuac, parties of the first part are indebted to N. H. Bradley & Son, and whereas, said parties of first part expect said N. H. Bradley & Son to advance Five Hundred Dollars, money supplies and merchandise during the year 1877, and whereas, said part of the first part agreed to secure the payment of said sum, as also, any further amounts that may be advanced as aforesaid and not mentioned herein. The parties of the first part, in consideration of the premises, as well as for ten dollars to them paid by J. C. Robertson Trustee, does hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi and described as follows: a certain parcel of land being and situated in the County of Madison described as follows: Beginning at a sycamore at foot of Bridge where the road crosses Bogue Tolia, thence N 68° E 2.30 Chains thence N 84½° E 2.36 Chs. thence N 77° 15' E 5.50 Chs. thence N 55° E 6.50 Chains, thence N 61° E. 4.50 Chains, thence N 59° E. 5.62 Chs. to a persimmon where the road crosses the dividing line, between Sec No 19 & 20 thence north along said dividing line 49.59 Chains to the N.E. Corner of said section 19, thence west along the dividing line between Section 18 & 19 until it reaches Bogue Tolia thence along the meandering of said stream to the beginning, all being in section 19, T9, Range (2) N.W. and containing by estimation one hundred and seventy <sup>32</sup>/<sub>100</sub> acres to the same more or less. Together with all rents, issues, profits & profits of same, & all the crop raised by said parties on said land during the year 1877, one sorrel mare with 14 hands high named Molly, and any increase of property, real or personal, that may be hereafter acquired by purchase or otherwise the title to which unto said Trustee or any successor, warrants and agrees forever to defend, in trust however that if said parties of the first part shall, on or before the first day of November 1877, pay what may be due said N. H. Bradley & Son as aforesaid, and all costs incurred on account of this deed, then this deed to be void, but if default is made in said payments, the trustee shall take possession of said property and having given thirty days notice of the time place and terms of sale, by advertisement in some newspaper published in said County for thirty days sell said property or a sufficiency thereof, to make said payments, for cash, at public auction at the premises, and said N. H. Bradley & Son or their legal representatives, can, at any time they may desire, appoint a trustee in the place of J. C. Robertson, or any succeeding Trustee, and should the trustee at any time believe said property or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid but until demanded by the trustee for either of the purposes as aforesaid, said party of first part can hold the same. It is further distinctly understood and agreed between the parties aforesaid, that this deed is made and intended to secure any advances on account of the crop of 1877, made after the first day of January 1878, and not mentioned herein.

In testimony whereof said parties have hereunto set their hands and seals on the date above written.



Stephen <sup>his</sup> Jurynac <sup>Beats</sup>  
 Silas <sup>mark</sup> Jurynac <sup>Beats</sup>

Minnie <sup>her</sup> Jurynac <sup>Beats</sup>  
 Morgan <sup>mark</sup> Thompson <sup>Beats</sup>  
 Simeon <sup>mark</sup> Jurynac <sup>Beats</sup>

The State of Mississippi } ss.

Winds County

This day personally appeared before me the undersigned, a Justice of the Peace in and for Winds County, Stephen Jurynac, Silas Jurynac & Morgan Thompson, Minnie Jurynac, Simeon Jurynac, and acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, at the time therein named, as their act and deed. Also appeared Minnie Jurynac, wife of the said Stephen Jurynac who after being examined privately and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing Deed as her voluntary act, and freely, and for the purpose therein specified without any fear, threat or compulsion of her said husband.

Witness my hand and seal of office this 19<sup>th</sup> day of February AD 1877.

J. B. Robertson J. P. <sup>Beats</sup>

Pliny Black  
 To: Deed of Trust  
 J. B. Robertson Trustee  
 To secure  
 N. H. Bradley & Son

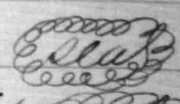
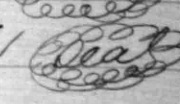
Filed for Record March 12<sup>th</sup> AD 1877 at 3<sup>30</sup> P.M.  
 Recorded May 9<sup>th</sup> AD 1877

This Deed of Trust, made this 22<sup>nd</sup> day February AD 1877. Witnesseth: that whereas Pliny Black party of the first part is indebted to N. H. Bradley & Son Retail Merchants in Brownsville Miss. in the sum of One Hundred and Sixty dollars, on one promissory note due Nov 1<sup>st</sup> 1877, of even tenor & date as above and whereas said party of first part expects said N. H. Bradley & Son, to advance Seventy five dollars, in supplies and merchandise during the year 1877, and whereas said party of the first part agreed to secure the payment of said sum, as, also, any further amounts that may be advanced as aforesaid and not mentioned herein, the party of the first part, in consideration of the premises, as well as for ten dollars to him paid by J. B. Robertson Trustee, does hereby bargain sell and convey to said trustee the property being in Madison County, Mississippi, and described as follows: all the crop of Cotton, Corn, and all other agricultural products to be raised by him during the year 1877, also all his share of the crop to be raised by any & all hands in his employ during the year 1877, One Black Horse Mule, 5 years old also the following described land to wit: N<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> Sec 33. T<sup>1</sup>/<sub>2</sub> S. R. 2 W. being and situated in County of Madison County, Miss. and any increase of property, real or personal, that may be hereafter acquired by purchase or otherwise the title to which unto said Trustee



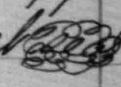
or any successor, warrants and agrees forever to defend, in trust however, that if said parties of the first part shall, on or before the first day of November 1877, pay what may be due said N. W. Bradley & Son, hereinafter and all costs incurred on account of this deed, then this deed to be void, but if default is made in said payments, the trustee shall take possession of said property and having given ten days notice of the time, place and terms of sale, by posting notices in (3) public places in Hinds County sell said property or a sufficiency thereof, to make said payments for cash, at public auction at Brownsville Miss. And said N. W. Bradley & Son, or their legal representatives can at any time they may desire, appoint a trustee in the place of J. B. Robertson or any succeeding Trustee. And should the trustee at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid, but until demanded by the trustee for either of the purposes as aforesaid, said parties of first part can hold the same. It is further distinctly understood and agreed between the parties aforesaid, that this deed is made and intended to secure any advances on account of the crop of 1877, made after the 1<sup>st</sup> day of January and not mentioned herein.

In testimony whereof, said parties have hereto set their hands and seals on the date above written.

J. P. Black   
N. W. Bradley & Son 

The State of Mississippi ) ss.

Hinds County ) This day personally appeared before me, the undersigned, a Justice of the Peace in and for Hinds County, Pliny Black and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, at the time therein named as his act and deed.

Witness my hand and seal of office this - day of - AD 1877  
J. B. Robertson J. P. 2<sup>d</sup> Dist. 

O. D. Jeffery  
Commissioner

To } Deed

James M. Allen }

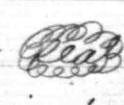
Filed for Record March 12<sup>th</sup> AD 1877 at 5 P.M.  
Recorded May 9<sup>th</sup> AD 1877

This Indenture, Made and entered into on this the 12<sup>th</sup> day of March AD 1877, between O. D. Jeffery a Commissioner of the Chancery Court of the County of Madison, State of Mississippi, of the one part, and James M. Allen of the County of Madison and State of Mississippi of the other part. Witnesseth That Whereas, The said Commissioner, in pursuance to a decree of the said Chancery Court, made at the January Term 1877, thereof, in the suit of W. W. Evans et al Ex parte No. 1569, in said Court, directing the said Commissioner to sell the following described lands, North half (N<sup>1</sup>/<sub>2</sub>) of Lot two (2) in Section one (1) Township Eleven (11) Range four (4) East and the East half (E<sup>1</sup>/<sub>2</sub>) of the North West quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Twelve (12) Township Eleven (11) Range four (4)



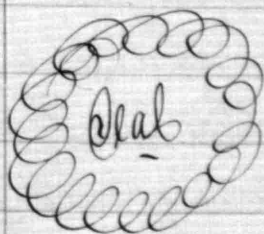
East, lying and being in Madison County, State of Mississippi, and Whereas, the said Commissioner on the 12<sup>th</sup> day of March 1877, at the Courthouse door in the town of Canton, in said County, within lawful hours, having first given the notice required by law and said decree, as will fully appear by reference to the proceedings of said Chancery Court in said Cause, to which reference is here made as a part of this deed, did expose for sale, at public outcry, to the highest bidder, the above described lands, on the following terms, to wit: for cash when and where the said James M. Allen bid for the same the sum of One hundred and Eighty Six, dollars, which being the highest and best bid made for the said premises, the same were struck off to him and he declared the purchaser thereof, and whereas, the said James M. Allen has fully complied with the requirements of said decree, by paying to the undersigned Commissioner the amount of said purchase money the receipt of which is hereby acknowledged. Now this Indenture, Witnesseth, That in consideration of the premises, and the compliance on the part of the said James M. Allen with the terms of said sale, as directed by said decree, the said Commissioner has this day given, granted, bargained, sold and conveyed and by these presents doth give grant, bargain sell, convey and confirm unto the said James M. Allen him and assigns forever, all of the described lands, together with all and singular the tenements, hereditaments and appurtenances therunto belonging or appertaining, To have and to hold the above granted, bargained and described premises unto him the said James M. Allen him and assigns, to him and their only proper use, benefit and behoof forever as fully and effectually to all intents and purposes in the law, as he the said Commissioner could or ought to sell and convey the same by virtue of the decree of the Court aforesaid.

In testimony whereof, the said O. S. Jeffery Commissioner as aforesaid, has hereunto set his hand and affixed his seal, the day and year first aforesaid.

O. S. Jeffery   
Commissioner

State of Mississippi } ss.  
Madison County } Personally appeared before the undersigned, Clerk of the Circuit Court of said County, the within named O. S. Jeffery Commissioner of the Chancery Court of Madison County Miss. who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned as his official act and deed.

Given under my hand and official seal, at office, in Canton this 12<sup>th</sup> day of March A.D. 1877.

  
Geo. W. Anderson

Geo. W. Anderson Clerk  
By J. P. Parker D.C.



J. F. Prichard  
 Do. } Deed of Trust  
 George Haudy Trustee  
 To secure  
 Jno. M. Foster

Filed for Record March 15<sup>th</sup> AD 1877 at 3 P.M.  
 Recorded May 9<sup>th</sup> AD 1877

This Indenture. Made and entered into this Fifteenth day of March AD 1877. by and between J. Foster Prichard party of the first part and Geo. Haudy party of the second part. and Jno. M. Foster party of the third part. Witnesseth: that said party of the first part being indebted to the party of the third part. in the sum of Four hundred and Fifty Dollars evidenced by his promissory note bearing even date herewith and due and payable on the 15<sup>th</sup> day of November 1877. and that whereas. the said party of the third part have undertaken and promised to supply the said party of the first part. money. goods. wares and merchandise. during the year 1877. to the amount of - Dollars. from this date until the - day of - AD 1877. the said money goods wares and merchandise being for Plantation supplies and necessities and wearing apparel. and that whereas the said party of the first part. is desirous of securing to the said party of the third party. the prompt payment of the said indebtedness at the maturity thereof. and the advances and supplies on or before the 15<sup>th</sup> day of November AD 1877. Now therefore. in consideration of the premises. as well as for and in consideration of the sum of Two Dollars in hand paid by the said party of the second part. to the said party of the first part. (the receipt whereof is hereby acknowledged). the said party of the first part have granted. bargained. and sold. and by these presents do grant bargain sell and convey unto the said party of the second part. his heirs. executors. administrators and assigns the following described Real and Personal Estate. lying and being in the County of Madison in the State of Mississippi to wit: One bay horse named Rooster one grey Mule name Kit. One Yoke oxen. twelve head Cows yearlings & calves. Eleven head of Hogs. One two horse wagon also the N<sup>1</sup>/<sub>2</sub> of Section 29. Township 9. Range 5 East. Also all of the crop of Cotton. Corn Fodder and other agricultural product growing or to be grown by the said party of the first part. during the year 1877. To have and to hold the same unto the said party of the second part. his heirs. executors. administrators and assigns. and the successor of him forever in trust. nevertheless. upon these terms and Conditions. that is to say. that the said party of the first part. shall have in Canton. Mississippi. by the 15<sup>th</sup> day of November AD 1877. such an amount of Cotton as will fully pay off the indebtedness incurred therein and the net proceeds to be placed to the credit of the account of the party of the first part and in case said indebtedness is not paid at maturity. then the said J. Foster Prichard is to pay said Jno. M. Foster 2 1/2 percent of the whole of said indebtedness. which is agreed on as liquidated damages in cases of the non performance of the obligation therein. If the said party of the first part shall fail or refuse to pay to said party of the third part. and his assigns. the amount of said indebtedness. goods. wares and merchandise. on or before the maturity thereof. and all interest which shall accrue thereon and the cost and charges of this deed. then the said party of the second part. or the successor of him. may and shall enter into and take possession



of said Real and Personal Estate and sell the same, or so much thereof as may be necessary, before the door of the Court House, in the City of Canton, at public Auction, to the highest bidder for cash after giving ten days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance and from the proceeds of said sale the said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party of the first part, and his assigns and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part, shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall from any cause fail to perform the duties of trustee as aforesaid, then and in that case the said party of the third part or his assigns shall in writing appoint another trustee in his place whose actings and doings in the premises shall be as binding as if done by the said Geo. Handy Trustee aforesaid.

In Testimony Whereof, the said party of the first part, herunto set his hand and seal on the day and year first above written.

J. F. Prichard

State of Mississippi ) ss.

Madison County I Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named J. F. Prichard who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deeds.

Given under my hand and official seal, at office, this 15<sup>th</sup> day of March AD 1877.

O. S. Jeffrey Clerk

R. T. Check and Wife

To } Deed

Jeff Branson

Wash Branson

Henry Branson

Filed for Record March 14<sup>th</sup> AD 1877 at 1 P.M.  
Recorded May 10<sup>th</sup> AD 1877

This Indenture made and entered into this the Eighth day of February AD 1877, between R. T. Check and Mary Check his wife of the first part and Wash Branson, Jeff Branson, and Henry Branson of the



second part. all of the County of Madison and State of Mississippi. Witnesseth that the said parties of the first part. for and in consideration of the sum of One Thousand Dollars to them in hand paid at and before the sealing and delivering of these presents the receipt whereof is hereby acknowledged have granted bargained and sold and by these presents do grant bargain sell & convey and confirm unto the parties of the second part. their heirs and assigns forever the following described tract or parcel of land situated lying and being in the County and State aforesaid. to-wit: The N<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>4</sub> of S<sup>1</sup>/<sub>2</sub> Section 34. Township 10 Range 5 East and the East <sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>4</sub> Sec 33. Twp. 10 Range 5 East. Containing 160 acres more or less. Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining. To have and to hold the said above described tract or parcel of land with the appurtenances as aforesaid unto parties of the second part. their heirs. executors. administrators and assigns forever and the second parties of the first party for themselves their heirs. executors and administrators hereby covenant to warrant and defend the title to the premises aforesaid except aforesaid from and against themselves heirs &c. and from and against the claim or claims of all and all manner of persons whosoever claiming or to claim said premises or any part thereof forever. In testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals on the day and year first above written

R. T. Cheek   
 Mary C. Cheek 

State of Mississippi

Madison County } Personally appeared before the undersigned a  
 Justice of the Peace of said County the within named R. T. Cheek who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed. Given under my hand and seal at office this 3<sup>rd</sup> day of March A.D. 1877

D. T. Brown J. P. 

State of Mississippi

Madison County } Personally appeared before the undersigned a  
 Justice of the Peace of said County the within named Mary Cheek Wife of said R. T. Cheek who in a private examination separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing Deed on the day and year herein mentioned as her voluntary act and deed freely without fear threats or compulsion of her said husband.

Given under my hand and seal this 3<sup>rd</sup> day of March 1877  
 D. T. Brown J. P. 



Jes Brausme  
 Do: Deed of Trust  
 Solomon Magruder  
 Trustee  
 To secure R. C. Cheek

Filed for Record March 14<sup>th</sup> AD 1877 at 2.30 P.M.  
 Recorded May 10<sup>th</sup> AD 1877

This Indenture, made and entered into this 3<sup>rd</sup> day of March AD 1877 by and between Jes Brausme party of the first part and Solomon Magruder party of the second part, and R. C. Cheek party of the third part. Witnesseth: that said party of the first part, is indebted to the party of the third part, in the sum of Three hundred and Thirty two 67/100 Dollars, evidenced by one promissory note of even day and date, and that whereas, the said party of the third part, have undertaken and promised to supply the said party of the first part, money, goods, wares and merchandise, during the year 1877, to the amount of One hundred Dollars, from this date until the 1<sup>st</sup> day of December AD 1877, the said money, goods, wares and merchandise being for Plantation supplies and necessities and wearing apparel, and that whereas, the said party of the first part, is desirous of securing to the said party of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of December AD 1877, Now, therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand, paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part, have granted, bargained and sold and by these presents do Grant, Bargain sell and Convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described Real and Personal Estate, lying and being in the County of Madison in the State of Mississippi, to-wit: the undivided one third of the N 1/2 of S W 1/4 of S 1/2 Section 34, Township 10 Range 5 East, and the East 1/2 of S E 1/4 Sec 33, Township 10 Range 5 East, containing 160 acres more or less. To have and to hold the same, unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust nevertheless, Upon these terms and conditions that is to say: that the said party of the first part, shall have in Canton, Mississippi, by the 1<sup>st</sup> day of December AD 1877 such an amount of Cotton as will fully pay off the indebtedness incurred herein, said Cotton to be the party of the third part, to Canton Miss., for account of the party of the first part, and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity then the said party of the first part is to pay said party of the third part, 2 1/2 per cent, of the whole of said indebtedness, which is agreed on as liquidated damages in case of the non performance of the obligations therein. If the said part of the first part, shall fail or refuse to pay to said party of the third part, and his assigns, the amount of



said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon and the costs and charges of this Deed. Then the said party of the second part or the successor of him, may and shall enter into and take possession of said Real and Personal Estate, and sell the same or so much thereof as may be necessary, before the door of the Court House, in the City of Canton, at public auction, to the highest bidder for cash, after giving 10 days notice of the time and place of said sale, by advertising in some newspaper published in said County or by posting advertisements thereof in 2 or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of Conveyance, and from the proceeds of said sale the said party of the second part or the successor of him shall first pay the Cost and charges of this deed and of said sale and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods wares and merchandise and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale then the said party of the second part, shall pay the same to the said party of the first part, and his assigns, and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part, shall pay the same to the said party of the first part, and his assigns, and if the said party of the first part, shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part, shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or his assigns, shall in writing, appoint another Trustee in his place whose actings and doings in the premises shall be as binding as if done by the said Solomon Magruder Trustee aforesaid.

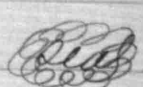
In testimony whereof, the said party of the first part, herunto set his hand and seal on the day and year first above written.

Jos<sup>his</sup> Brauerson 

State of Mississippi }  
Madison County }

Personally appeared before the undersigned, a Justice of the Peace of the said County, the within named Jos. Brauerson who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed.

Given under my hand and seal at office, this 3<sup>rd</sup> day of March A.D. 1877.

D. T. Brown J. P. 



Jackson Warren Sr. } Filed for Record March 15<sup>th</sup> AD 1877 at 12.15 P.M.  
 To & Deed } Recorded May 10<sup>th</sup> AD 1877  
 Jackson Warren Jr. }

This Deed of Conveyance made and entered into this 15<sup>th</sup> day of March 1877. by and between Jackson Warren Sr. of the first part and his son Jackson Warren Jr. of the second part both of the County of Madison and State of Mississippi. Witnesseth: That the said Jackson Warren Sr. in consideration of the love and natural affection borne to his said son Jackson Warren Jr. and the further consideration of the sum of ten dollars to him in hand paid by the said Jackson Warren Jr. the receipt of which sum is hereby acknowledged. has this day and by these presents does give grant bargain sell alien and convey unto the said Jackson Warren Jr. his heirs and assigns. that tract of land situate in the County of Madison and State of Mississippi described as the South one half of the South one half of the east one half of the North east quarter. the South east quarter and the East one half of the South West quarter of section number five. township Nine range two east. of said County. To have & to hold the above described tract of land with all the improvements thereon. and all the hereditaments thereto belonging or appertaining to the said Jackson Warren Jr. his heirs and assigns in fee simple forever. and the said Jackson Warren Sr. covenants that he is seized in fee of the above conveyed lands. and that he will forever defend the title thereto unto the said Jackson Warren Jr. his heirs and assigns against any and all persons claiming through or under him.

In testimony whereof the said Jackson Warren Sr. has hereunto affixed his name and seal this day and year first above written.

State of Mississippi } ss.

Madison County } Personally appeared before the undersigned Clerk of the Chancery Court. of said County. the within named Jackson Warren Senior, who acknowledged that he signed. sealed and delivered the foregoing Deed on the day and year mentioned. as his act and deed.

Given under my hand and official seal. at office in Canton this 15<sup>th</sup> day of March AD 1877.  
 C. J. Jeffray Clerk

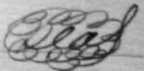
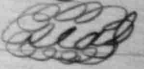
Wm. H. & F. E. Rose } Filed for Record March 16<sup>th</sup> AD 1877 at 9 a.m.  
 To & Deed } Recorded May 10<sup>th</sup> AD 1877  
 R. H. Hoffman }

This Deed of Conveyance made and entered into this the 23 day of February AD 1877. between William H. Rose and Fannie E. Rose and R. H. Hoffman is to witness that the said William H. Rose and Fannie E. Rose for and in consideration of the sum of One hundred



and three dollars paid in Cash by the said Hoffman and the making of his two promissory notes of this date, one for one hundred and twenty two dollars falling due the 1<sup>st</sup> of Jan. 1878. one for the sum of One hundred and fifteen dollars falling due the 1<sup>st</sup> of Jan. 1879. have on the day of the date hereof, bargained sold aliened and conveyed and by these presents, do bargain sell, alien and convey to the said Hoffman the following lot of land situated in the City of Canton in the County of Madison in the State of Mississippi to wit: Commencing at the North East corner of a portion of lot No. five in square No two on Liberty Street in said City heretofore sold by the grantors herein to Mrs. Joel and running north along Liberty Street to the South east corner of a lot heretofore owned by Judge Haudey thence West two hundred feet. thence South to the North west corner of Mrs Joel's lot thence East to the beginning, but for greater certainty as to quantity the intention of the grantors herein is to convey all of lot No. five in square No Two on said Liberty Street in the plan of lots laid off by John Briscoe & others in said City not heretofore conveyed to Mrs. Joel and the grantors herein covenant and agree to and with the grantee that they are seized of said lands in fee simple and that the same are unincumbered & that they will forever warrant and defend the title to the same to the said Hoffman his heirs and assigns against the first claim of all persons.

In testimony whereof this deed is signed sealed and delivered the day & year aforesaid.

Wm H. Rose   
 J. E. Rose 

State of Mississippi }  
 Holmes County }

This day personally appeared before the undersigned Mayor of Pickens Miss. & ex officio J.P. in for said County, Wm H. Rose who acknowledge he signed, sealed & delivered the above Deed as his own act & deed.

Given under my hand & seal this 14<sup>th</sup> March 1877.

John Hart   
 Mayor & ex off. J.P.

The State of Mississippi }  
 Lee County }

Personally appeared before the undersigned a Notary Public in and for said State Miss F. E. Rose who is personally known to me who acknowledged that she signed, sealed and delivered the above and foregoing Deed on the day and date thereof for the purposes therein set forth as her act and deed.

Given under my hand & official seal this 14<sup>th</sup> day of March AD 1877.

P. M. Savory  
 Notary Public



P. H. H. Russell  
and Sallie A. Russell  
To: Deed  
Esau O. Rea

Filed for Record March 17<sup>th</sup> AD 1877 at 2 P.M.  
Recorded May 10<sup>th</sup> AD 1877

This Indenture made and entered into this the 15<sup>th</sup> day of January AD 1877, by and between P. H. H. Russell and Sallie Russell parties of the first part and Esau O. Rea party of the second part all of the County of Madison and State of Mississippi Witnesseth. That for and in consideration of the sum of Four Hundred dollars in hand paid by the said Second party to the said first parties the receipt whereof is hereby acknowledged the said first parties have this day sold and conveyed and by these presents do sell and convey unto the said second party his heirs and assigns the following tract or parcel of land lying and being situated in the County and State aforesaid the East  $\frac{1}{2}$  of the North East  $\frac{1}{4}$  of Section 21. Township 12, Range 4 East. To have and to hold the above described lands together with all the appurtenances thereto belonging, and the said parties of the first part for themselves their heirs, executors, Administrators, and assigns covenant and agree to forever defend and warrant the title to the above described lands against the claim or claims of any and all persons whatsoever.

In testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals the day and date above written.

P. H. H. Russell *[Signature]*  
Sallie A. Russell *[Signature]*

The State of Mississippi  
Madison County

Personally appeared before the undersigned Justice of the Peace of said County the within named P. H. H. Russell and Sallie Russell who severally acknowledged that they signed sealed and delivered the foregoing Deed as their own act and deed on the day and year therein named.

Witness my hand and seal this the 15<sup>th</sup> day Jan'y. AD 1877.

David Milton J. P. *[Signature]*

Owen G. Baldwin Trustee  
To: Deed  
O. G. Griffin and  
Susan G. Smith

Filed for Record March 17<sup>th</sup> AD 1877 at 4.30 P.M.  
Recorded May 11<sup>th</sup> AD 1877.

This Deed made by Owen G. Baldwin this 17<sup>th</sup> day of March 1877. Witnesseth: That whereas J. H. Arroy on 3<sup>rd</sup> day of Jan'y 1871. executed a trust deed, duly signed, sealed and delivered by him whereby he sold & conveyed to Jas. L. Brown as trustee, that real estate lying being in the County of Madison & State of Mississippi described as N $\frac{1}{2}$  N $\frac{1}{2}$



Sect. 25.  $\frac{1}{2}$   $\frac{1}{2}$  less 5 acres out of N.E. Corner Sect 25.  $\frac{1}{2}$   $\frac{1}{2}$  SW  $\frac{1}{4}$  Sect.  
 25.  $\frac{1}{2}$   $\frac{1}{2}$  Sect 26.  $\frac{1}{2}$   $\frac{1}{2}$  Sect 26. SE  $\frac{1}{4}$  Sect 26. all in Township 10 Range  
 4 East. with all the buildings & improvements thereon to have & to hold unto  
 the said J. L. Brown his heirs & assigns forever in trust as a security for  
 the for the payment of certain sums of money in said instrument stated  
 to be due to Eugenia G. Brown & Susan G. Smith, which trust deed is  
 duly recorded in Book "L L" page 194 et sequitur & whereas a failure  
 was made by Jas. H. Avery in the payment of said sums of money or a  
 portion thereof, and whereas said beneficiaries E. G. Brown & Susan G. Smith  
 were desirous of enforcing the payment of said sums of money so due and  
 whereas said J. L. Brown Trustee in said instrument declined to act  
 in such capacity & whereas said instrument conferred on any County Officer  
 of said County the power to appoint on the application of said "cestus  
 que trust" in writing another trustee in place of said J. L. Brown in the  
 event of his failure or refusal to act and whereas said E. G. Brown &  
 S. G. Smith did apply to Robt. Powell Mayor of the City of Canton and  
 ex officio Justice of the Peace in & for the County of Madison & State of Miss-  
 issippi to appoint Owen G. Baldwin in place of J. L. Brown & whereas said  
 Robt. Powell Mayor & Co. as aforesaid on said application of said parties did  
 appoint Owen G. Baldwin Trustee in place of J. L. Brown declining to act.  
 & did invest him in writing with full power to enforce the terms of said Trust  
 deed and whereas said Owen G. Baldwin did by virtue of his appointment  
 as such trustee and at the request of said E. G. Brown & S. G. Smith, because  
 of the failure of said J. H. Avery to pay said sum of money so due, advertise  
 said land above described & conveyed by said trust deed for sale for cash in hand  
 to the highest & best bidder by posting a written notice on the South door of  
 the Court House in the City of Canton, on 4<sup>th</sup> day of January 1877, stating that  
 by virtue of his appointment as Trustee, he would on 5<sup>th</sup> day of February 1877  
 sell said land, between the hours of 11 am. & 3 pm. for cash in hand to the high-  
 est & best bidder & whereas said Owen G. Baldwin Trustee as aforesaid did on  
 5<sup>th</sup> day of Feby. 1877, between the hours of 11 am. & 3 pm. expose said  $\frac{1}{2}$   
 $\frac{1}{2}$  Sect. 25.  $\frac{1}{2}$   $\frac{1}{2}$  less 5 acres out of N.E. Corner  $\frac{1}{2}$   $\frac{1}{2}$  SW  $\frac{1}{4}$  Sect 25  
 $\frac{1}{2}$   $\frac{1}{2}$  Sect 26.  $\frac{1}{2}$   $\frac{1}{2}$  Sect 26. SE  $\frac{1}{4}$  Sect 26. all in Township 10 Range  
 4 East, in lots not exceeding 160 acres in number each, for cash in hand  
 to the highest & best bidder and whereas said Eugenia G. Griffin & S. G. Smith  
 were the highest & best bidders for the same at the sum of ten (10) cents per  
 acre or the sum of Eighty Seven Dollars & Fifty cents, in the aggregate and  
 whereas said land was knocked off to said Eugenia G. Griffin & S. G. Smith  
 at said sum, the same being the highest & best bid therefor & having been paid  
 by said E. G. Griffin & S. G. Smith to Owen G. Baldwin the receipt where-  
 of is hereby acknowledged. Now this Indenture witnesses that the said Owen  
 G. Baldwin Trustee as aforesaid for & in consideration of the premises has this  
 day granted bargained, sold aliened & conveyed & does by these presents grant  
 bargain, sell & convey the following described land, lying in the County of Mad-  
 ison & State of Mississippi viz:  $\frac{1}{2}$   $\frac{1}{2}$  Sect 25  $\frac{1}{2}$   $\frac{1}{2}$  less 5 acres out of  
 N.E. Corner  $\frac{1}{2}$   $\frac{1}{2}$  SW  $\frac{1}{4}$  Sect 25.  $\frac{1}{2}$   $\frac{1}{2}$  Sect 26.  $\frac{1}{2}$   $\frac{1}{2}$  Sect 26. SE  $\frac{1}{4}$   
 Sect 26. all in Township 10, Range 4 East, unto the said Eugenia G. Griffin



x Susan G. Smith & their heirs & assigns forever, vesting in them all such title as is vested in said Trustee by said Trust Deed.

In testimony whereof the said party of 1<sup>st</sup> part hath hereunto set his hand & seal the day & year first above written.

Owen G. Baldwin Trustee

State of Mississippi } ss.

Madison County } Personally appeared before the undersigned Clerk of the Chancery Court of said County the within named Owen G. Baldwin Trustee, who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.

Given under my hand and official Seal, at office, in Canton this 17<sup>th</sup> day of March AD 1877,  
O. S. Jeffrey, Clerk

O. A. Lockett Jr.

Do Deed of Trust

B. W. Andrews Trustee

Sp secure

Mayson & Landers

Filed for Record March 19<sup>th</sup> AD 1877 at 9.45 a.m.  
Recorded May 11<sup>th</sup> AD 1877.

This Indenture, made and entered into this 13<sup>th</sup> day of March AD 1877, by and between Oliver A. Lockett Jr. party of the first part and B. W. Andrews party of the second part and J. R. Mayson & D. B. Landers composing the firms of Mayson & Landers parties of the third part. Witnesseth: that said party of the first part is indebted to the parties of the third part in the sum of One Hundred & Thirty Six  $4\frac{3}{100}$  Dollars, evidenced by his note of this tenor & date, and that whereas the said parties of the third part have undertaken and promised to supply the said party of the first part money goods, wares and merchandise during the year 1877, to the amount of Two Hundred Dollars, from this date until the 1<sup>st</sup> day of October AD 1877, the said money, goods, wares and merchandise being for Plantation supplies and necessities and wearing apparel, and that whereas the said party of the first part is desirous of securing to the said parties of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of October AD 1877, Now, therefore, in consideration of the premises, as well as for and in consideration of the sum of Two Dollars, in hand, paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part have granted, bargained and sold, and by these presents do grant, bargain sell and convey unto the said party of the second part his heirs, executors administrators and assigns the following described Real and Personal Estate lying and being in the County of Madison in the State of Mississippi, to wit: Nine (9) acres out of the Northern portion of that tract or parcel of land, described as follows, viz: Commencing at a Stake 50 feet west of the center of the New Central Rail-Road track, where the range line runs



east 1 West Dividing Section 13. T<sup>9</sup>g. Range 2 East. in half cross said Rail  
 Road thence west 746 feet thence North 1350 feet thence North 84° east to cea-  
 sar Luckette's Corner thence North 76° 30' East. to Rail Road right of way thence  
 along said right of way to point of beginning in Section 13. T<sup>9</sup>g. Range  
 2 East. and Section 18 T<sup>9</sup>g. Range 3 East. containing 31 1/10 acres as surveyed  
 & platted by N. C. Love County Surveyor all in Madison County. Also (1) one  
 Gray Horse & 2 (Two) Cows & Calves. also all the Cotton. Corn. Fodder &c. That  
 the party of the first part may raise or cause to be raised this year 1877.  
 To have and to hold the same unto the said party of the second part, his  
 heirs, executors, administrators and assigns, and the successor of him forever,  
 in trust, nevertheless, upon these terms and Conditions, that is to say, that  
 the said party of the first part, shall have in Canton, Mississippi, by the  
 1<sup>st</sup> day of October A.D. 1877, such an amount of Cotton as will fully pay off  
 the indebtedness incurred therein, and in case said indebtedness is not paid  
 at maturity, then the said party of the first part is to pay said Mayson & Sanders  
 2 1/2 per cent of the whole of said indebtedness, which is agreed on as liquidated  
 damages in case of the non performance of the allegation therein. If the said  
 party of the first part, shall fail or refuse to pay to said parties of the third  
 part, and their assigns, the amount of said indebtedness, goods wares and mer-  
 chandise, on or before the maturity thereof, and all interest which shall accrue  
 thereon and the cost and charges of this Deed, then the said party of the  
 second part, or the successor of him, may and shall enter into and take poss-  
 session of said Real and Personal Estate, and sell the same, or so much there-  
 of as may be necessary, before the door of the Court House in  
 the City of Canton at public auction, to the highest bidder for cash, after  
 giving ten days notice of the time and place of said sale, by adver-  
 tising in some newspaper published in said County, or by posting a adver-  
 tisements thereof in one or more convenient public places and convey the es-  
 tate so sold to the purchaser or purchasers thereof by proper instruments  
 of conveyance, and from the proceeds of said sale the said party of the  
 second part, or the successor of him, shall first pay the cost and charges  
 of this Deed, and of said sale, and then pay to the said parties of the  
 third part, and their assigns, the amount of said indebtedness, goods wares  
 and merchandise, and all interest due thereon, and if there then  
 shall remain any surplus of the proceeds of said sale, then the said  
 party of the second part shall pay the same to the said party of the  
 first part, and his assigns, and if the said party of the first part,  
 shall well and truly pay the amount of said indebtedness, goods wares  
 and merchandise, and all interest due thereon, and the cost and charges  
 of this Deed, then the said party of the second part, shall enter satis-  
 faction of this Deed upon the record thereof, and the same thence forward  
 shall be null and void. It is further understood and agreed by the  
 parties herunto, that if the said party of the second part, shall from  
 any cause fail to perform the duties of Trustee as aforesaid, then and  
 in that case the said parties of the third part, or their assigns, shall  
 in writing appoint another trustee in his place, whose acts and doings  
 in the premises shall be as binding as if done by the said C. & Sanders



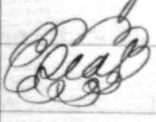
trustee aforesaid.

In testimony whereof, the said party of the first part, hereunto  
set his hand and seal on the day and year first above written.

O. A. Lockett Jr. 

State of Mississippi } ss.

Madison County } Personally appeared before the undersigned  
Clerk of the Chancery Court of the said Coun-  
ty, the within named O. A. Lockett Jr. who acknowledged that  
he signed, sealed and delivered the foregoing Deed on the day  
and year therein mentioned, as his act and deed.

 Given under my hand and official seal, at office, this 19<sup>th</sup>  
day of March AD 1877.

O. D. Jeffrey Clerk

O. F. Divine

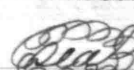
To } Deed

J. N. Holliday

} Filed for Record March 19<sup>th</sup> AD 1877 at 10.30 a.m.  
Recorded May 11<sup>th</sup> AD 1877.

This Deed of Conveyance made the 7<sup>th</sup> day of March  
AD 1877 between O. F. Divine, of the County of Madison and State  
of Mississippi of the one part and J. N. Holliday of the same County  
and State aforesaid of the other part. Witnesseth: That said O.  
F. Divine of the first part, for and in consideration of the sum of  
Forty Dollars to him in hand paid by said J. N. Holliday  
party of the second part, doth hereby release, relinquish convey  
and forever quit claim of in and to the following described land  
to wit: Situate and being in the County of Madison & State aforesaid  
to wit: the S E 1/4 of Section 19. of Township 9. of Range 5  
East, containing in all One hundred and sixty acres more or less.  
To have and to hold the same with the appurtenances, to said  
J. N. Holliday and his heirs and assigns fully and forever free and  
quiet from the right title interest, claim and demands of said O.  
F. Divine and his heirs and of all & every person claiming by through  
or under him or them.

In Witness whereof the said party of the first part has  
hereunto set his hand & seal the day and year first above written.

O. F. Divine 

State of Miss. }

Madison County }

Before me the undersigned a Justice of the  
Peace of said County and State aforesaid this  
day personally appeared O. F. Divine who acknowledged that  
he executed sealed, signed and delivered the within Deed as  
his act and deed, on the day and date therein written.

Witness my hand & seal this March 17. 1877.

Jno. G. Pitchford J. P. 