

## Refunding Mortgage Bond

This indenture made the 24th day of September AD 1892 between the undersigned Trustees of the Camden Methodist Episcopal Church South of Camden in the County of Madison State of Mississippi, Connected with the Mississippi Annual Conference of the Methodist Episcopal Church South part of the first part and the Board of Church Extension of the Methodist Episcopal Church South, Incorporated by the Legislature of the State of Kentucky part of the second part, whereas the said part of the first part have applied to the part of the second part for aid to enable them to procure and possess a house of worship adapted to their wants, and to do by them and their successors here in tract as provided in discipline of said Church, and whereas said part of the second part have granted such aid to the amount of One Hundred Dollars Now therefore this indenture witnesseth, that the said parties of the first part in consideration of the above amount do for themselves and their successors, hereby Covenant grant promise and agree to and with said part of the second part and do hereby become bound unto them as follows, That in case said part of the first part shall cease to be connected with the Methodist Episcopal Church South, or the Corporate existence of said part of the first part shall cease, or their house of worship become alienated then in that case they the said part of the first part shall and will forthwith refund to said part of the second part or their successors or assigns, the said amount with interest thereon from the time of said alienation, This indenture further witnesseth that the said part of the first part for the better securing of the performance by them of their Covenant and obligation above mentioned, and the repayment of said amount with interest thereon from the time of alienation to said part of the second part, in the case above mentioned, and in consideration of one dollar to them paid by said part of the second part, the receipt of which is acknowledged, have granted sold conveyed and confirmed, and by their presents do grant sell convey and confirm unto said part of the second part and their successors and assigns forever all the following described real estate lying and being situated in

the County of Madison State of Mississippi. Do wit  
 A certain lot of land situated in Camden, Madison County  
 State of Mississippi, and described as follows, Beginning at the  
 South West Corner of the lot owned by J. H. Evans, and running  
 Eighty one feet south, along main street, thence east (120)  
 One hundred and twenty feet, thence North Eighty one feet  
 thence west one hundred and twenty feet to the beginning  
 Together with all and singular the tenements and herel  
 araments and appurtenances thereto belonging, or in any  
 wise appertaining, and rents and revenues, remainder  
 and remainders rents issues and profits thereof, And also  
 all the estate right title and interest whatsoever, as well  
 in law as in equity of the parties of the first part, of in  
 and to the same, And every part thereof with the appur-  
 tenances, To have and to hold unto the above granted and  
 described premises, with the appurtenances unto the  
 parties of the second part, their successors and assigns  
 to their own proper use benefit and behoof forever  
 Provided always, And these presents are upon these express  
 Condition, That if the parties of the first part their suc-  
 cessors or assigns, shall well and truly keep perform  
 and fulfill their Covenant and obligation herein above  
 contained, and shall in the case herein above provided  
 well and truly refund unto the said parties of the second  
 part, the said amount with interest thereon from the time  
 of alienation, then these presents and the estate hereby  
 granted shall cease determine and be void  
 And the said parties of the first part further agree to keep  
 the building insured in and by some incorporated Compa-  
 ny in good standing against loss or damage by fire in  
 at least One Hundred dollars, and will assign the policy  
 of such insurance to said party of the second part at any  
 time when required to do so. In witness whereof said parties  
 have duly executed this indenture on the day and year first  
 herein above written

Signed by Saml Milton, H. Adams  
 J. H. Evans, J. Greenwaldt

G. D. Cajan witness  
 J. B. Martin

State of Miss. Madison County. On this the 26th day of Sept. 1892  
 before me as Master of the Board of Supervisors of the said  
 County and State personally came the above named  
 Saml Milton, J. H. Evans, J. Greenwaldt, H. Adams  
 known to me to be the persons whose names are sub-

Original is filed Mr. M. Ferguson Mr. M. E. Burtall J. H. Seaton H. A. Seaton J. A. Seaton Feb 6 - 1893

scribed, and trustees as recited in the foregoing Bond and Mortgage, and as such duly authorized according to law to execute the same and acknowledged that they executed the same for the purposes therein mentioned.

Filed for record at 4 o'clock PM Oct 3rd 1892  
 And recorded Oct 3rd 1892. J. A. Seaton

Mrs. M. B. Ferguson  
 Mrs. M. A. & B. Deatrick  
 W. W. Seaton  
 Geo. H. Seaton  
 Do Reed  
 G. L. Ray

Filed for record Sept 15th 1892  
 at 11 o'clock am,  
 And recorded Oct 4th 1892  
 J. Seaton

In consideration of six hundred dollars to be paid me by G. L. Ray as evidenced by his promissory notes for that amount of even date hermit due Jan 1st 1893 with interest from date at the rate of 10% per annum. We hereby convey and warrant unto the said G. L. Ray the following lands in Madison County State of Mississippi. To wit a lot of ground commencing at the north west corner of the lot of ground bought by Jessie B. Powell from Margaret B. Oran and her husband then each with said land along Academy street containing 100 feet, thence south 400 feet thence west 100 feet thence north 400 feet to the beginning, containing one acre more or less. It being the lot ceded by D. O. & Wm. Langford to W. Seaton recorded in Chancery Clerk's office in land record Book A. P. 335 together with appurtenances to have and to hold the same unto said G. L. Ray and his heirs forever. The grantors hereby reserves a vendor's lien on the property herein conveyed to secure the purchase money of the same. Witness our signatures this 5th day 1892

Mrs. M. B. Ferguson  
 Mrs. M. A. & B. Deatrick  
 W. W. Seaton  
 Geo. H. Seaton

State of Mississippi  
 Copiah Co

Personally appeared before me a Notary Public for the town of Crystal Springs in and for the County and State aforesaid the within named M. B. Ferguson who acknowledged she signed seal and delivered the foregoing deed on the day and year therein mentioned as her act and deed. Given under my hand and seal

This the 9th day of September 1892

J. M. Newton N.P.

State of Mississippi  
Madison County

Personally appeared before the undersigned  
Jas. Pruitt, Chancery Clerk of said County the within named  
M. A. & Benthall, W. W. Deaton & J. H. Deaton, who acknowl-  
edge they signed 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 the 13th day of Sept 1892

Jas. Pruitt CLK  
By J. M. Newton N.P.

Warrant Deed!!

State of Mississippi  
Hinds County

In consideration of Two Hundred  
and fifty dollars we hereby grant bargain sell convey  
and warrant to Elizabeth E. Chapman an undivided one  
half interest in the following described land and property  
the each half of the south east quarter section (21) twenty one  
less (20) twenty acres off north end, and the west half of the south  
west quarter section (22) twenty two, less (20) twenty acres off the  
the north end, and also less (20) twenty acres off the south east  
corner on each side, all in Township 7 Range 2 East, containing  
in all one half of one hundred acres, more or less.

Witness our signatures this day of 1889  
E. S. Gordon  
Bertha Gordon

State of Mississippi  
Hinds County

This day personally appeared before me  
the undersigned W. H. Harris J.P. in for said County the  
within named E. S. Gordon & Bertha Gordon who acknowledge  
that they signed and delivered the foregoing instrument on  
the day and year therein mentioned.

Given under my hand and seal of office this 19th day  
of December 1889

W. H. Harris J.P.

Filed for record in Chancery office Madison Co Miss  
at 8 o'clock A.M. Dec 4th 1892, and recorded Dec  
4th 1892

Jas. Pruitt CLK



Jno J. Silliman } Filed for record at 2:30 o'clock P.M. Oct 4<sup>th</sup> 1892  
 J. J. Deed }  
 W. W. Warren } Recorded Oct 5<sup>th</sup> 1892

In consideration of Twelve Hundred dollars cash in hand paid me by W. W. Warren the receipt of which is hereby acknowledged, I Jno J. Silliman do hereby convey and warrant unto the said W. W. Warren the following described real Estate lying being and situated in the City of Canton County of Marion & State of Mississippi: to wit:

Beginning at a stake on the North side of Peace Street at the North West corner of the Lot now resided upon by Robert Powell and family and running thence West along the North side of Peace St 116<sup>ft</sup> more or less to the lot of Gwinner & thence North 200 feet to a stake & thence East 116<sup>ft</sup> more or less to said Powell's North West corner & thence South 200 feet to Peace Street - the point of beginning.

Witness my hand and seal this the 23<sup>rd</sup> day of September A.D. 1892

John J. Silliman *(Seal)*

The State of Mississippi  
 Marion County

Personally appeared before the undersigned Chancery Clerk of the said County the within named John J. Silliman 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 4<sup>th</sup> day of Oct 1892

Jas Priestley Ch. Clerk  
 By J. M. Grafton *oc*

F. B. Pratt Trustee  
New &  
Mississippi Cooperative  
Benefit Association

Filed for record October 1892 and  
Recorded Oct 1892

James Percival Clerk

Whereas R. D. Sims and Mattie A. Sims did on  
the 18th day of September 1890 execute a certain deed in trust to  
A. B. Martin trustee conveying to said Martin a certain lot of land  
in Howard Madison County Mississippi to wit, the South 1/2 South 1/2 Lot  
No 2 in square No 1, said deed abstract being made to secure  
the payment of two hundred dollars to the Mississippi Cooperative Ben-  
efit Association of Hattiesburg Mississippi

And whereas the said R. D. Sims did on the 13th day of October 1890  
execute a certain other deed in trust conveying to said A. B.  
Martin a certain other tract of land in said town of Horn  
to wit, the N 1/2 S 1/2 of Lot No 2 square No 1, said deed  
in trust being made to secure the payment of two hundred  
dollars to said Co-operative Benefit Association, said deed  
being of record in the Chancery Clerk's  
Office of said Madison County Book of pages 603, said other deed  
in trust being of record in Book of pages 630

and whereas default was made in the payment of said sums of money, and  
said benefit association by its chief manager notified said Martin trustee  
to proceed to execute the provisions of said deed in trust by a sale  
of the property therein conveyed, and whereas said Martin trustee  
declined and refused to act in the premises, whereupon  
the chief manager of said association did in writing appoint  
under his hand and the seal of said association F. B. Pratt  
to act as trustee and directed him to proceed to execute  
the provisions of the said trust deeds, which said written  
appointment is annexed hereto as an exhibit to this  
deed, and whereas the said F. B. Pratt accepting the said  
appointment did advertise the said two lots for sale in  
the Canton Pioneer a news paper published in Canton in  
said County for four consecutive weeks and did on the  
19th day of September 1892, the day specified in said  
advertisement offer said lots for sale at 12 o'clock noon at  
the door of the Court House at said Canton at public  
 outcry to the highest bidder for Cash, whereupon the said  
Mississippi Co-operative Benefit Association became the  
first above mentioned lot at the sum of one hundred  
dollars, and also for the second above mentioned lot for the  
sum of one hundred dollars, and the same were struck off

to said association. Now therefore and in consideration of the premises and of payment to me of said sum of two hundred dollars J. B. Pratt substituted trustee do aforesaid do hereby sell and convey to said Mississippi Co. Operative Benefit Association the said two above mentioned lots, to have and to hold the same to the assigns forever. Witness my hand this 19th day of Sept. 1892  
 Subscribed at the 19th day of September and at 12 o'clock noon made before signing

J. B. Pratt Trustee

Exhibit to the foregoing deed

Know all men by these presents that whereas on the 18th day of Sept. 1890 one R. D. Sims and Mattie ex Sims his wife of Madison Station, County of Madison State of Mississippi made their certain deed in trust in writing to one W. B. Martin as trustee and afterwards to wit on the 13th day of October 1890 the said R. D. Sims made his other certain deed in trust in writing to said W. B. Martin as trustee. In which said deeds in trust two certain lots of land in the town of Flora County of Madison and State of Miss. were conveyed to said Martin as trustee for the purpose of securing the payment of a certain indebtedness due to the Miss. Co. Operative and Benefit Association, the said deed of trust being of record in Book of page 630 and Book of page 603 of records of deeds of said County of Madison and various default has been made in the payment of the indebtedness secured by said two deeds in trust and whereas said W. B. Martin trustee has been notified in writing by Louis J. Hinton Chief Manager of the Mississippi Co. Operative Benefit Association to sell the premises conveyed by said deeds in trust, but has declined and refused to make said sales or carry out the trust of said indentures. Now therefore in pursuance of the powers conferred upon him by the terms of the said two deeds in trust, the said Louis J. Hinton Chief Manager of said Mississippi Co. Operative Benefit Association hereby appoints J. B. Pratt of the City of Canton Mississippi as substituted trustee in both of said deeds of trust in the place and stead of said W. B. Martin and by these presents notifies the substituted trustee of default on the part of said R. D. Sims in payment of the indebtedness as mentioned in each of said deeds in trust, and requests him to proceed immediately to a sale of the premises conveyed in each of said indentures upon the terms and conditions specified therein. In witness whereof the said Louis J. Hinton

as chief manager of the Mississippi Co-operative Bank Association  
has hereunto set his hand and given the seal of said Corporation  
this the 23rd day of August 1892

Louis J. Winston  
Chief Manager

Seal  
State of Mississippi  
City of Natchez

Personally appeared before me Lemuel Connor  
Jr. a Notary Public in and for said city of Natchez, County and  
State aforesaid Louis J. Winston the grantor herein who ac-  
knowledged he signed said and delivered the foregoing instru-  
ment of writing, on the day and year therein mentioned as  
the chief manager of the Miss. Co-operative Bank Association  
as his voluntary act and deed, as such manager for the pur-  
poses therein specified. Given under my hand and seal this  
the third day of August 1892

Lemuel P. Connor Jr.  
Notary Public

W. V. Murray  
To & Quit Claim Deed } Filed for Record at 9 o'clock A. M. on the 31st day of  
O. L. Mc Daniel Dec. a. d. 1892 + Recorded Dec. 31st 1892  
For and in consideration of the sum of Fifty Dollars Cash in hand by  
O. L. Mc Daniel. This day transfer + quit all claims to the following  
described lot of land to wit: Beginning at a stake north of the  
Flora + Clinton Road & at intersection of said Road north west  
The Canton Flora + Vicksburg Road + running N. E. (70) seventy  
yds to a certain stake thence (140) one hundred + forty yds S. E. to a  
certain stake thence S. W. to the Clinton + Flora Road containing  
two acres, said land is situated in the town of Flora State of  
Mississippi. Madision Co.  
Given under my hand + seal this Dec. 13th 1892 } W. V. Murray seal

State of Mississippi  
Madision County

Personally appeared before me the undersigned  
J. P. of the town of Flora. W. V. Murray, who acknowledges  
he signed sealed + delivered the foregoing Deed of Conveyance  
as his free act + will

Witness my hand this 29th day of Dec. 1892

J. C. Hutson Mayor & ex officio  
J. P.



George E. Shackelford  
To J. D. W. To  
Atlanta Building  
& Loan Association

State of Mississippi, } Filed for Record at 11 o'clock a.m. on the 15<sup>th</sup>  
County of Madison } Day of October A. D. 1892 & Recorded Oct 15<sup>th</sup> 1892

Now all Men by these Presents  
That I, George E. Shackelford in and by my certain  
bond or obligation, bearing date the day of October A. D. 1892,  
stand firmly held and bound unto The Atlanta Nat-  
ional Building and Loan Association, a corporation  
under the laws of the State of Georgia, in the penal sum of  
Twenty Four Hundred Dollars, conditioned for the  
payment of the monthly sum of Sixteen  $\frac{2}{100}$  (16<sup>2</sup>/<sub>100</sub>) Dollars,  
on the first Saturday of each and every month suc-  
ceeding the date thereof, so long as said Association  
shall exist, or as may be provided in its By-Laws, Rules,  
and Regulations, and upon the maturity of my shares  
of stock therein, as shown in books of said Associa-  
tion, shall transfer absolutely and surrender said  
twelve shares of stock to said Association, all as is  
set forth in said bond.

Now Know all Men, That, George E. Shackelford  
in consideration of the bond aforesaid, and for the  
better securing the payment and performance  
thereof to the said The Atlanta National Building  
and Loan Association, according to the conditions of  
the said bond, and also in consideration of the  
sum of \$25, to me, the said George E. Shackelford  
and Wife Anna Shackelford in hand, well and truly  
paid by the said The Atlanta National Building  
and Loan Association at and before the sealing and  
delivery of these presents, the receipt whereof is hereby ac-  
knowledged, I, the said George E. Shackelford and  
said wife have granted, bargained, and sold and re-  
leased, and by these presents do grant, bargain  
sell and release unto the said, The Atlanta Nat-  
ional Building and Loan Association.

That certain lot or parcel of land situated in the City  
of Canton Madison County State of Mississippi  
and described as the south half of the north half  
of lot two (2) in square eight (8) in said City of  
Canton. Said lot being further described as lot  
no. six (6) according to the survey and map of  
said City made by J. P. George. Fronting twenty-  
five (25) feet on Liberty Street and running back

Subscribed in full February 15<sup>th</sup> 1894 by authority from the Comptroller  
Recorded in General City Books no. 1 Page 387 W. H. G. W. H. G.

two hundred feet.

Together, with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident, or appertaining.

To have and to hold all and singular the said premises unto the said The Atlanta National Building and Loan Association, its successors and assigns, forever.

And I, the said George S. Shackelford, do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said The Atlanta National Building and Loan Association its successors and assigns, from and against myself, my heirs, executors, administrators and assigns, and against every person whomsoever; lawfully claiming, or to claim the same, or any part thereof.

Provided, always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if I, the said George S. Shackelford do and shall well and truly pay, or cause to be paid, unto the said The Atlanta National Building and Loan Association, its successors and assigns, from and against myself, my heirs, executors, administrators and assigns, and against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, its certain attorney, successors or assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, and shall perform all my obligations according to the true intent and meaning of said bond and condition thereunder written; then this deed or bargain and sale shall cease, determine, and be utterly null and void, otherwise it shall remain in full force and virtue.

And it is agreed by and between the said parties that the said George S. Shackelford his heirs, executors and administrators shall and will cause the house and buildings on said lot and keep the same insured from loss, or damage by fire in the sum of Twelve Hundred Dollars, and assign the policy of insurance to the said Association, and shall pay all taxes

upon the premises now mortgaged; and in case I or they shall at any time neglect so to do, then the said Association may cause the same to be insured in its name, and may pay said taxes, or any of them, and reimburse itself for the premium and expenses of said insurance, and for the amount paid for taxes, penalties and costs, under this mortgage; and upon the failure of the mortgager to keep up said insurance and keep said taxes paid, this mortgage becomes due and collectible instantly.

And it is further agreed that if default shall be made in the payment of any instalment of interest on my said bond, or of the principle of my said bond when the same shall fall due; or if any default shall be made in payment of taxes or any premium of insurance when due; then in either of such events the principle of said bond shall at once become due and payable, whether then so by its terms or not, and the said corporation or its assigns are hereby authorized and empowered to sell the above conveyed land and premises at public outcry at the court house door at Canton, Miss. after advertisement for thirty days at the said court house door, and in some newspaper published in said County of Madison or if there be no such newspaper, at four other places in said County of Madison for each, and out of the proceeds to deduct, first, the cost of advertisement and sale, including ten per cent. as attorney's fees, in the event the services of an attorney are engaged; second, the amount which shall be due on said bond with all interest to the day of sale; and if there should be any surplus, to pay the same over to the said George S. Shackelford, his personal representatives or assigns, and in the event of such sale, said corporation or its assigns are hereby fully empowered to become the purchaser and to execute all necessary deeds and instruments of conveyance to itself, or to such other person or persons as may become the purchaser or purchasers.

And it is further agreed between said



parties that this mortgage becomes due and collectible upon failure of the said mortgager to give such additional security for said advances made to him as may be hereafter required by the said Association according to its By-Laws, Rules and Regulations; and said mortgager covenants that the premises herein mortgaged are free from all encumbrances, mortgages, judgments or other liens.

Witness our hands and seals this 14<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety Two.

Signed, sealed and delivered in presence of }  
J. W. Downs } George G. Shackelford  
Anna L. Shackelford

Probate  
State of Mississippi }  
County of Madison }

Personally appeared before the undersigned, Chancery Clerk in and for said County and State, the within named George G. Shackelford and Anna L. Shackelford his wife, who acknowledged that they signed and delivered the foregoing Mortgage deed, on the day and year therein mentioned.

Given under my hand this 15 day of October A. D., 1892.

Jas. Priestley Clerk.  
Bond.

State of Mississippi }  
County of Madison } Know all Men by these Presents:  
That I, George G. Shackelford of said State and County am held and firmly bound unto The Atlanta National Building Loan Association, a corporation under the laws of the State of Georgia, and its assigns, in the penal sum of Twenty Four Hundred Dollars, to which payment well and truly to be made and done I bind myself, my heirs, executors and administrators jointly and severally, firmly by these presents.

Sealed with my seal and dated the day of October



in the year of our Lord one thousand eight hundred and ninety two.

Whereas, I, the said George B. Shackelford have this day procured an advance of Twelve Hundred Dollars on Twelve shares of stock which I own and hold in said Association from said The Atlanta National Building and Loan Association under its By-Laws, Rules and Regulations, and as collateral security, therefore, do hereby transfer and assign to said Association my said Twelve shares of stock so advanced on, same to be surrendered on maturity of said stock on books of said Association.

Now, the condition of the above obligation is such that, if the above bound George B. Shackelford his heirs, executors, or administrators, do well and provided in its By-Laws, Rules and Regulations, the sum of Sixteen  $\frac{20}{100}$  (\$16.20) Dollars monthly, to be paid on or before the first Saturday in each and every month, time being of the essence of this contract - of which said amount, the sum of Six (\$6.00) Dollars is for instalments due on said shares of stock, and the sum of Six (\$6.00) Dollars is for interest on the sum actually advanced to said George B. Shackelford and the sum of Four  $\frac{20}{100}$  (\$4.20) Dollars is for a return in part of the principle of said advance - and furthermore, if the above bound Shackelford shall perform all the covenants contained in the mortgage, or other instrument of writing securing this bond, and, if this bond be collected by sale of the property as provided in said deed, shall pay the additional sums of five per cent. as commissions for selling, and ten per cent. on amount of said sale as attorney's fees (in the event the services of an attorney are engaged), and shall stand to and abide by the By-Laws, Rules and Regulations of said Association (upon final settlement with the association), it to retain, as instalments on said stock and interest and principal of said advance, a sum equal to but no greater than the sum actually advanced with interest thereon at the rate of ten per cent. per annum, then this obligation to be void and of none effect, or else to remain in full force and virtue.

Signed, sealed and delivered in presence of J. George B. Shackelford

J. M. Houns

We have been unable to pay any part of the notes mentioned in this Bond for 30 days and we cannot do so until money comes  
unto with Percy O. Howard all our respect. Obedient relatives of us to the family which we are in this Southern  
Part - Willing our hands ready this 16th day of September 1892  
Martin Anderson

P. O. Howard & P. M. Howard  
To S. Bond for Title  
S. S. <sup>and</sup> Martin Anderson

Filed for record Oct 27th 1892 at 11 o'clock am  
And Recorded Oct 1892

James P. Priddy, Clerk

Know all men by these presents that we  
Percy O. Howard and P. M. Howard are held and firmly bound unto S. S.  
Anderson and Martin Anderson in the sum of Eleven hundred Dollars  
for the payment of which we bind ourselves our heirs and assigns upon  
these conditions to wit. If S. S. Anderson shall pay Percy O. Howard  
(750<sup>00</sup>) Seven hundred and fifty dollars, as follows, One hundred  
and Eighty seven and 50/100 on Nov 1st 1893, 1894, 1895, 1896 respectively  
and ten per cent interest for annum of the same till paid,  
and if Martin Anderson shall pay said Percy O. Howard \$1360<sup>00</sup>  
Three hundred and sixty dollars as follows, (\$180<sup>00</sup>) One hundred  
and Eighty dollars on November 1st 1894 & 1894 respectively and  
ten per cent interest on the same from date till paid and said  
Percy O. Howard shall thereupon convey in fee simple by his own  
deed the following lands to wit In Madison County Miss  
issippi unto said P. O. Anderson as follows. E 1/2 of N E 1/4 of  
Section 29 and forty five acres off the west side of N 1/2 of N E 1/4  
of Section 28 said tract containing 125 acres, and unto said  
Martin Anderson the following lands to wit. S E 1/4 of the N W 1/4 of  
Section 28 and 17 1/2 acres off the E side of the S. W 1/4 of N W 1/4 and  
2 1/2 acres out of the S E Corner of N W 1/4 of N W 1/4 of Section 28  
being 60 acres. All of said lands being in Township 11 R. 11 E  
Third State Bond is void otherwise in full force and virtue, said  
Percy O. Howard Covenanting to forever defend the title of said lands  
against all parties claiming same through or under him. But if  
default be made by either said Martin or P. O. Anderson upon  
payment of either of said notes then this bond is void as to him  
in default. This bond being in lieu of and a substitute for the  
bond of P. O. and P. M. Howard heretofore made and of record  
in Book A C Page 55 of the Chancery Clerks office of Mad-  
ison County

Witness my hand this day of Sept 1892  
Percy O. Howard

State of Mississippi  
Madison County I Personally appeared before the undersigned a J.P.  
in and for said County the within named  
Percy O. Howard who acknowledged to 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 13th day of Oct 1892. J. C. Houston, Mayor of Howard Exp. J.P.

W. E. Jones  
Mary F. Donahou  
J. B. Jones  
Po. D. D. D.  
B. L. Blake

Filed for Record at 4 o'clock PM  
October 18th 1892  
And recorded Oct 18th 1892

Geo. Priestly CLK

This deed of conveyance made and entered into  
this first day of February AD 1872 between Wm E Jones Mary F  
Donahou and Joseph B Jones heirs at law of Joseph Jones late of  
Hinds County deceased of the first part and Benjamin L Blake  
of the second part all of Hinds County State of Mississippi  
Witnesseth That for and in consideration of the sum of  
Doro Hundred and fifty dollars in hand paid by the party of  
the second part the receipt of which is hereby acknowledged  
The said parties of the first part have granted bargained and  
sold released and conveyed and by their privies do grant  
bargain sell release and convey unto the said party of the  
second part his heirs and assigns forever A certain tract or  
parcel of land lying and being in Hinds County and the state  
of Mississippi and described in the words and figures following  
To wit The W 1/2 N 1/4 and S 1/4 of N 1/4 Section 3 Township 7 Range 2 West  
Containing by estimation One hundred and twenty acres to have  
and to hold the above described land with the appurtenances thereto  
belonging unto the said party of the second part his heirs executors  
administrators or legal representatives in fee simple forever and the  
said parties of the first part for themselves their heirs and assigns  
or legal representatives covenant and agree to and with the  
party of the second part his heirs and assigns to forever warrant and  
defend the title of the same against the claim or claims of any and all persons  
whatsoever either in law or equity In testimony whereof we have signed our  
names and affixed our seals this day and year first above written

W. E. Jones [Seal]  
M. F. Donahou [Seal]  
J. B. Jones [Seal]

State of Mississippi  
Hinds County

Personally appeared before me J. M. Childs  
Mayor of Derry and C. of J. P. in and for Hinds County the above  
named W. E. Jones, M. F. Donahou and J. B. Jones who each acknowl-  
edge that they signed sealed and delivered the foregoing deed  
of conveyance as their own act and deed on the day and  
year therein written and for the purposes set forth therein  
Witness my hand seal this 17 day of Feb AD 1872

J. M. Childs [Seal]  
Mayor & Ex. J. P.

W. B. Jones  
 Do J. Deas  
 L. D. Grisham } Filed for Record Oct 18th at 4 o'clock PM 1892  
 And recorded Oct 18th 1892

For and in consideration of One hundred dollars cash in hand. I this day transfer to L. D. Grisham my half interest in lots 2 and 3 square 23. all in the town of Flora Madison County, State of Miss 1892. Given under my hand and seal this Oct 4th 1892  
 W. B. Jones Deas

State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Mayor of the Town of Flora and Ex. J. W. B. Jones  
 who acknowledged that he signed sealed and delivered the foregoing deed  
 of Conveyance as his free act and will.  
 Witness my hand this 4th day of Oct 1892  
 J. C. Hutson  
 Mayor & Ex. J.

D. L. Grisham  
 Do J. Deas  
 L. D. Grisham } Filed for record this 18th of Oct 1892, at 4 PM  
 And recorded Oct 18/92 J. Deas

For and in consideration of the sum of one hundred dollars cash in hand. I this day transfer to L. D. Grisham my half interest in lots 2 and 3 square 23. all in the town of Flora Madison County Mississippi. Given under my hand and seal this 10th day of Oct 1892  
 D. L. Grisham

State of Mississippi }  
 Madison County } Personally appeared before the  
 undersigned Justice of the Peace in and  
 for said County District No 2 F. L. Grisham who acknowl-  
 edged that he signed sealed and delivered the foregoing  
 deed of Conveyance as his free act and will  
 Witness my hand this 10th day of October 1892  
 R. L. Elkin J.



J. R. Males  
To  $\frac{3}{4}$  Deed of Trust  
W. H. Powell Trustee  
To secure Miss State Bank

Filed for Record Oct 24<sup>th</sup> at 10 o'clock AM  
Recorded Oct 24<sup>th</sup> 1892

Whereas I J. R. Males am indebted to the Miss State Bank in the sum of Seven Hundred and forty three  $\frac{2}{100}$  dollars as is evidenced by my two promissory notes of even date herewith; and for Six hundred and Seventy six  $\frac{28}{100}$  dollars due five years after date and bearing interest from date at ten per cent per annum and the interest payable annually; and the other for sixty seven  $\frac{62}{100}$  dollars due one year after date with ten per cent interest per annum from date and whereas I am desirous of securing the prompt payment of said two notes with all interest due thereon and other covenants herein contained: Now therefore in consideration of the premises and one dollar cash in hand paid me by W. H. Powell Trustee the receipt of which is hereby acknowledged I J. R. Males do hereby convey and warrant unto the said W. H. Powell trustee & to his successors in office forever the following described lands lying being and situated in Madison County, State of Mississippi to wit: The  $\frac{1}{2}$   $\frac{1}{2}$  +  $\frac{1}{2}$   $\frac{1}{2}$  Sec 2 and  $\frac{1}{2}$   $\frac{1}{2}$  of  $\frac{1}{4}$  +  $\frac{1}{2}$   $\frac{1}{2}$  of  $\frac{1}{4}$  Sec 11 all in Town 10 Range 3 East. In trust that is to say: Should I promptly pay said notes when due and the interest when due and perform the other covenants herein contained then this deed shall be null and void; But should I fail to promptly pay either of said notes or the interest thereon or fail to perform any of the covenants herein contained, then the said W. H. Powell or his successor in office is hereby empowered to enter into and take possession of said lands and sell the same for cash to the highest bidder at public outcry before the South door of the Court House in said County after having given ten days notice of the time and place of said sale by putting a written notice thereof in one or more public places in said County and convey the land so sold to the purchaser thereof by proper deed and from the proceeds of said sale said Trustee shall pay the costs of executing this Trust and then pay the indebtedness secured by this deed and should any

May 29 90  
Custodied by lady a m b 7  
wh d. see B B B-39

Miss State Bank  
No. 4 pt.

State of Wisconsin County of Madison  
 Personally appeared before the undersigned Clerk of the Chancery Court for said County the within J. P. Males  
 who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned  
 as his own deed. Given under my hand and official seal this 22<sup>nd</sup> day of November 1892  
 James P. Bennett Clerk

balance remain pay it over to me. I agree to promptly pay the taxes due or to become due on said lands and to pay promptly the interest annually on said first named note and the principal of said last named note & should I fail to do either said Bank or its assignee is hereby empowered to declare the whole debt secured hereby due and payable whether so by the terms or not and the trustee can sell as above provided.

If said Males pays said note for sixty seven <sup>67</sup>/<sub>100</sub> dollars within ninety days from this date, no interest on said note shall be collected or due thereon & said note shall be cancelled. Should said Males promptly pay the interest annually on said note for six hundred and seventy six <sup>25</sup>/<sub>100</sub> dollars and before the expiration of said five years shall pay one fourth of the principal of said note then when said note shall have become due, the said Bank agrees to extend payment of the balance of said note for four years provided the said Males shall promptly pay one fourth of the said balance annually and the interest thereon annually. Should said Powell from death or any other cause fail or refuse or neglect to perform the duties of Trustee then said Bank or its assigns is hereby empowered to appoint in writing another Trustee who when appointed shall and is hereby vested with all the powers conferred upon said Powell. The land hereby conveyed is a part of my homestead. The words: "And the principal of said last named note" were inserted before the execution hereof.

Witness my hand and seal this 22<sup>nd</sup> day of Oct 1892  
 J. P. Males (Seal)

H. A. Powell & S. Ward  
 The State of Wisconsin  
 Madison County

Personally appeared before the undersigned Clerk of the Chancery Court the above named H. A. Powell and S. Ward one of the subscribing witnesses to the foregoing deed who being first duly sworn depose & say that he saw the above named J. P. Males whose name is subscribed thereto sign and deliver the same to the above named H. A. Powell Trustee to secure Miss State Bank that he this deponent subscribed his name as a witness

threts in the presence of the said J. R. Wales and that he saw the other subscribing Witness J. S. Wood sign the same in the presence of the said J. R. Wales and in the presence of each other on the day and year therein named

In testimony whereof Witness my hand and seal of said Court this 24<sup>th</sup> day of October A.D. 1892  
Jas P. Mottly Clerk

B. F. Passmore      2  
To      2      Warranty Deed      2      and  
Ellen J. Passmore      2      Recorded Oct 25<sup>th</sup> 1892  
Filed for Record Oct 24<sup>th</sup> 1892 at 3:40 o'clock PM

Whereas I am now indebted to Ellen J. Passmore in the sum of Three thousand & fifty five dollars evidenced by my three promissory notes due for twelve hundred and thirty seven <sup>50</sup>/<sub>100</sub> dollars and for nine hundred and eighty seven and <sup>50</sup>/<sub>100</sub> dollars and the other for eight hundred and thirty dollars and whereas the said Ellen J. Passmore agrees to cancel and surrender to me said three notes and release me from all liability thereon in consideration of this conveyance now therefore in consideration of the premises and the cancellation and delivery to me of said three notes and my release by her from all liability thereon which she now does. I, B. F. Passmore do hereby convey and warrant unto the said Ellen J. Passmore the following described lands lying being and situated in the County of Madison State of Mississippi to wit: The W<sup>1</sup>/<sub>2</sub> of Lot 6 + Lots 7 + 9 in Sec 1 + Lot 5 in Sec 2 + E<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>4</sub> Sec 11 + W<sup>1</sup>/<sub>2</sub> Sec 12 + 15 acres off the West side of E<sup>1</sup>/<sub>4</sub> Sec 12 & 17 acres off North End of E<sup>1</sup>/<sub>4</sub> + 5 acres off North E<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>4</sub> + 16 acres off North End of W<sup>1</sup>/<sub>4</sub> Sec 13 all in Township 9 Range 1 West of Flood W<sup>1</sup>/<sub>4</sub> Sec 1 + N<sup>1</sup>/<sub>4</sub> of E<sup>1</sup>/<sub>4</sub> + 5.0 acres off N. End of W<sup>1</sup>/<sub>4</sub> Sec 2 + 2.0 acres off North End E<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>4</sub> + N<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>4</sub> + 2.2 acres off South End W<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>4</sub> + 1.4 acres off N. End E<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>4</sub> + 7 acres out of E. corner W<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>4</sub> Sec 3 in Township 9 Range 1 East - also Lots 5 + 7 Sec 26 and Lots 1 + 2 + 3 + E<sup>1</sup>/<sub>2</sub> of Lot 5 + Lots 6 + 7 + 8 Sec 34 + 4.0 acres off N side of W<sup>1</sup>/<sub>2</sub> + 2.2 acres off S. End of E<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>4</sub> Sec 35 + 33 <sup>1</sup>/<sub>3</sub> acres off S. End W<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>4</sub> + 3.0 acres off S. End E<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>4</sub> + 1.5 acres off E. side of E<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>4</sub> + W<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>4</sub>



Sec 36 in Township 10 Range 1 East - also  $\frac{1}{2}$   $\frac{1}{2}$  Sec 5 + 30 acres off E side  $\frac{1}{2}$  of  $\frac{1}{4}$  +  $\frac{1}{2}$  of  $\frac{1}{4}$  +  $\frac{1}{2}$  of  $\frac{1}{4}$  Sec 6 +  $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{4}$  less  $\frac{9}{4}$  acres off that side +  $\frac{1}{2}$  of  $\frac{1}{4}$  less  $1\frac{3}{4}$  acres out of SW corner +  $\frac{1}{2}$   $\frac{1}{2}$  Sec 7 +  $\frac{1}{2}$   $\frac{1}{4}$  Sec 8 Township 9 Range 2 East. 1

Witness my hand and seal this the 24<sup>th</sup> day of October 1892  
B. F. Passmore *[Signature]*

The State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named B. F. Passmore who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed

Given under my hand and official seal this 24<sup>th</sup> day of October 1892

Geo Priestly Clerk  
By J. M. Grafton D.C.

Filed Oct 26<sup>th</sup> 1892 + Recorded Oct. 26<sup>th</sup> 1892

Annie Gauthier et al vs  
To vs Partition Deed  
Willie L. Smith vs  
decrees of Chancery Court of  
Madison Co. Mississippi at  
the September Term 1892

This Cause coming on this day to be heard upon the pleadings former decrees of this Court report of Commissioners and order confirming said report and it appearing to the Court from the said report that the lands in the bill in this cause described, to wit: The  $\frac{1}{2}$  of  $\frac{1}{4}$  section 35 - T 12 R 5 E & N  $\frac{1}{4}$  less 11 acres off North End of  $\frac{1}{2}$  of same +  $\frac{1}{2}$  of  $\frac{1}{4}$  Sec 1 T 11 R 5 E in Madison County Mississippi were by said Commissioners divided and assigned as follows

Lot No 1 - comprising the N  $\frac{1}{4}$  of  $\frac{1}{4}$  Sec 1 T 11 R 5 E containing  $42\frac{87}{100}$  acres was assigned to Matthew L. Smith

Lot No 2 - comprising N  $\frac{1}{4}$  of  $\frac{1}{4}$  Sec 1 T 11 R 5 E. was assigned to Stephen Smith being  $42\frac{87}{100}$  acres.

Lot No 3 - comprising  $\frac{1}{2}$   $\frac{1}{2}$  of  $\frac{1}{4}$  less 11 acres off North End of the same of Sec 1 T 11 R 5 E was assigned to Willie Smith - containing 40 acres.

Lot No 4 - comprising S  $\frac{1}{4}$  of  $\frac{1}{4}$  Sec 1 T 11 R 5 E containing 40 acres was assigned to Sullie Smith

Lot No 5 - comprising S  $\frac{1}{4}$  of  $\frac{1}{4}$  Sec 1 T 11 R



Lots 6 comprising 1/4 of Sec 1 T11 R  
5 E - containing 42 1/2 acres allotted to Maria  
Smith -

These were granted by blank books  
in original office

5 E was allotted to Grant Smith containing 42 1/2 acres.  
Lot No 7 - comprising ten acres out of N.W. corner of  
1/2 of Sec 1/4 & 1/2 N 1/2 Sec 1/4 less 10 acres off South End Sec  
35 - T 12 R 5 E containing 40 acres was allotted to Annie  
Gauthier.

Lot No 8 - comprising ten acres out of S.E. corner  
of 1/2 Sec 1/4 + 1/2 N 1/2 Sec 1/4 less 10 acres off North End  
containing 40 acres more or less.


It is the  
that each of  
from this date  
so assigned to  
ed from and  
parties. It is  
flat of said  
commissioners  
said County.

POSTAL CARD - ONE CENT.

**United States of America**

THIS SIDE IS FOR THE ADDRESS ONLY.

W. James Priestley Esq  
Chancery Clerk  
New Jersey



It is further ordered adjudged and decreed  
that St B. Pratt Solicitor Complainant be allowed the  
sum of Fifty dollars for his services in this cause to  
be taxed in the costs and that the costs be equally  
divided among the parties: that the guardian of the  
minors pay the share of costs of each Ward out  
of the rents of said land for the year 1892 or out  
of any other funds he may have or that may  
hereafter come to his hands as such guardian.

Ordered adjudged and decreed this 27th  
day of September 1892  
H. C. Bonn  
Chancellor

Sec 35  
T 12 R 5 E

No 1  
Annie Gauthier

No 2  
Lacey Smith

Sec 1 T 11 R 5 E

No 1 Millie Smith	No 2 Stephen Smith	No 3 Matthew L. Smith
No 4 Sallie Smith	No 5 Grant Smith	No 6 Mariah Smith

I James Priestley Chancery Clerk  
of said County & State certify that the  
 foregoing in the case of Annie Gauthier  
 et al is a true and correct transcript  
 of the decision of the Chancellor on  
 the 27th day of Sept 1892 as copied from  
 the minutes of said Court in Book A Page  
 244 and that this Map is a correct  
 drawing of the lots as allotted to each of  
 said parties.

Witness my signature this 26th day of Oct 1892 - J. Priestley Clerk

A. G. Blake  
To 3/4 Deed of Trust  
W. B. Jones Trustee  
G. M. <sup>So secure</sup> Virginia Carlisle

Filed for Record Oct 27<sup>th</sup> 1892 at 8:00 AM  
and  
Recorded Oct 27<sup>th</sup> 1892

In consideration of \$450.00 I convey and warrant to W. B. Jones Trustee the following

1	One of
2	Eighty
3	Sixty
4	to be
5	paying
6	One of
7	One of
8	pay
9	date
10	cent of
11	said
12	to
13	be
14	paid
15	them,
16	thereby
17	pay
18	said
19	Glors
20	and
21	three

Mississippi, to wit: The  
County (21) one of Tennessee  
being one hundred and  
Trust however to secure  
at maturity of the fol-

1894.  
1895 with privilege to  
maturity. All of even  
the rate of Eight per  
and pay the taxes on  
January 1st of each year  
with this instrument to  
notes or any or either of  
such of the debt evidenced  
thereby become due and  
of said Trustee to call  
for cash at  
advertising the true place  
then notices posted at  
said County (or in some  
newspaper published in said County) and with the proceeds  
said Trustee shall pay off and satisfy all of said notes, whether  
due or not, that are unpaid at the time of said sale after  
first paying the costs and the said Geo. H. and Virginia  
Carlisle their legal representatives or assigns may appoint in  
writing a new Trustee in place of the one herein nominated  
if for any reason they see proper to do so, and such appointment  
shall clothe such new Trustee with all the title and power  
hereby conferred upon said W. B. Jones Trustee

Mr A. G. Blake having paid the  
full amount of principal and interest secured  
in the deed of Trust on 8 3/4 Section 21, 58 R 2 W,  
as recorded in deed Book "A" page 221 of your  
county, you will please mark the same satisfied,  
and greatly oblige.  
Yours truly  
G. M. Carlisle  
Virginia Carlisle

Witness my signature this 24<sup>th</sup> day of October  
A. D. 1892

The State of Mississippi } A. G. Blake  
Madison County }  
This day personally appeared before

Oct 8 1892

me the undersigned a Justice of the Peace in and for said County the within named Benjamin L. Blake who acknowledged that he signed and delivered the foregoing deed of Trust as his voluntary act and deed on the day and year therein mentioned

Witness my hand and seal of office this 24<sup>th</sup> day of October A.D. 1892  
O. W. Phillips J.P. Seal

Trustees Sale

By virtue of the provisions of a certain deed in trust executed by Rosa Brown & Isaac Brown May 4<sup>th</sup> 1891 to me as Trustee to secure Mr. Wobner Jr and recorded in the Chancery Clerks office of Madison County State of Mississippi Book 363 page 582 I will on Thursday the 27<sup>th</sup> day of October 1892 sell at public auction to the highest bidder for cash at the South door of the Court House in Canton within the legal hours the following described personal property and lands in Madison County State of Mississippi to wit:

- 1 Cream Colt mare 8 years old name Sally
- 1 Black mare colt 2 1/2 years old name Daisy
- 1 Bunt colt horse 3 years old name Lang

and also the following real estate lying and being in the County of Madison State of Miss. to wit: 1/2 N 1/2 & E 1/4 + 15 acres off E 1/2 N 1/4 Sec 26 T. 10 R. 3 E being a part of lands conveyed by Isaac & Rosa Brown to J. S. Ward to secure Mrs. J. Matthews and being all the lands embraced in said deed of Trust not released by satisfaction entered upon the record by said Ward as Trustee on the 24<sup>th</sup> day of January 1889 said deed in Trust recorded in Book 55 page 591. All said deed in trust has been marked satisfied in full May 4<sup>th</sup> 1891 containing by estimation fifty five acres

W. W. Rucker Trustee

Oct 17<sup>th</sup> 1892

W. W. Rucker Trustee 1/2 Filed for Record Oct 27<sup>th</sup> at  
To 3/4 Deed 2/3 3:00 PM & Recorded Oct 27 1892  
W. Wobner 2 Keyed all  
that I, W. W. Rucker Trustee in a certain deed

of Trust given by Ike and Rosa Brown to me as Trustee on the 4<sup>th</sup> day of May 1891 and filed and recorded in record book of deeds of Madison County Miss 33 page 582 to secure M. Johnson in the sum of Two Hundred and Ninety Two Dollars (\$292<sup>00</sup>) with interest at ten (10%) per cent advanced said Ike Brown at the signing and delivering of said deed of trust and for expenses to be by said M. Johnson advanced said Ike Brown during said year of 1891 for the expense of said deed of Trust after giving ten days notice as required by said deed of Trust of the time and place of said sale by putting a notice of said sale in three public places did expose to sale at public outcry before the south door of the Court House in the City of Leavenworth Miss (with other property described in said deed) the following real estate described as follows, to wit: S 1/2 N 1/2 E 1/4 + 15 acres off of E 1/2 N 1/4 in sec 26 T 10 R 3 E - containing by estimation 55 acres when M. Johnson became the highest bid and last bidder at the sum of \$302<sup>50</sup> same being \$5<sup>50</sup> per acre

Therefore in Consideration of the above mentioned sum of money I sell and convey the above described real estate to the said M. Johnson to have and to hold the same forever.

Witness my signature  
this 27<sup>th</sup> day of Oct 1892  
H. H. Rucker

State of Mississippi  
Madison County

Personally appeared before me  
Chancery Clerk of Madison County Miss H. H.  
Rucker Trustee who acknowledged he signed  
and delivered the foregoing deed as his own act  
and deed on the day and date herein mentioned

Given under my hand and official  
seal this 27<sup>th</sup> day of Oct 1892

Jas Priestly clk  
By J. M. Clayton sc



W. L. Maxwell  
To } Deed  
Peter Adams  
Wm Robertson  
Jack Barber

Filed for record Nov 10 1892  
at 12 M. And recorded Nov 11 1892  
Geo. Poverty ad

In consideration of one dollar in hand paid I hereby specially warrant to Peter Adams William Robertson and Jack Barber Trustees of A. M. E. Zion Church at Camden Mississippi and their successors in office the following land situated in Madison County Mississippi. And described as (3) Four acres upon which the Church is located and bounded on the north and west by lands of A. L. Maxwell. East by lands of J. H. Evans and on the south by the public Road leading from Camden to Canton  
Witness my signature this 21st day of February 1891  
W. L. Maxwell

State of Mississippi  
Madison County

Personally appeared before me a Justice of the Peace for and in said County the aforesaid A. L. Maxwell who acknowledged that he signed and delivered the foregoing deed, as his own act and deed on the day and year therein named.  
Witness my hand this 21st day of Feb 1891  
Same. Melton J. L.

J. D. Williamson  
To } Deed  
P. L. Williamson

Filed for Record Nov 5<sup>th</sup> 1892 at 2.30 PM  
and Recorded Nov 5<sup>th</sup> 1892.

In consideration of the sum of Two Hundred and fifteen (\$215.00) dollars to him cash in hand paid. The receipt whereof is herein acknowledged I warrant & convey unto Patience L. Williamson and her legal representatives all my rights and titles both in law and in equity in and to the following described lands in the County of Madison & State of Mississippi better known and described as being 1/2 of Mt 14 less 30 acres off North end and 10 acres off South end of 6 1/2 of Mt 14 Sec 2 T. 10 R. 5 E. Containing in all 60 acres more less. Witness my signature this July 11<sup>th</sup> 1892

State of Mississippi  
Madison County

Personally appeared before me Porter Watkins a Justice of the Peace of said County & State. the above named J. D. Williamson who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal. this 12<sup>th</sup> July 1892. Porter Watkins J.P.

R. H. Hoffmann, J. R. Powell, J. J. Gilman, Comrs ( Filed for records at 11 am Nov 10th 1892  
To Commissioners Deeds } And recorded Nov 10th 1892

Mary S. Barnshaw, Annis to Daughtery } Comstie. Hart, Annis, E. Hart, Daughy, S. Bryant, James A. Hart, Jno &  
Hart, Robt. H. Hart, Sallie D. Hart, Heirs of Robt. H. Hart, Deeds, Sallie M. Videns, Susan, E. Deukins  
In the Chancery Court.  
Madison County State of Mississippi

I, Henry W. Gaudel, clerk of the Chancery Court do hereby that the following order appears of record on Minute Book 4 pages 587, & 588 now on file in my office  
Mary S. Barnshaw et al vs A. G. Daughtery et al } In Chancery Court Madison County Mississippi  
#2115 } January term 1888

This cause coming on this day to be heard on appeal of Mary S. Barnshaw filed on this cause against the report of said Commissioners stating the indivisibility of S. 9 1/2 section 20 and eleven acres of the S 1/2, N 1/2 N 1/2, Sect 20 D. 9. R. 3. E lying south of the Canton and Sharon Road. It is now ordered adjudged and decreed by the Court, that the said matter be referred and the same is referred back to the said Commissioners for further consideration and action in reference to said land and with directions that they examine and report whether it be practicable without damage to any party interested, to set apart some small portion of said land including the buildings thereon to be sold for division of the proceeds of sale thereof and to divide the balance thereof between the several parties in interest, and if they find it practicable to make report thereof in writing to the next term of this Court

E. C. Peyton Chancellor  
Given under my hand and seal of office this 10th day of May A.D. 1888  
H. W. Gaudel Chanc. Clerk

To the Sheriff of Madison County.

For Execution and Return!

Executed, By handing a copy of writ to J. R. Powell, R. H. Hoffmann, J. J. Gilman  
J. R. Kemp Sheriff

Personally appeared before me H. W. Gaudel Chancery Clerk  
Kenneth Macon, Ed. Hunter and Don Jones, Adams Webber and Jo Cohen who make oath that as chain carriers in the survey of the above described property, that they will faithfully and impartially discharge their duties to the best of their ability  
Sorum to and subscribed before me this the 10th day of May 1888  
Kenneth Nelson, Eddie Hunter }  
Don <sup>his</sup> ~~name~~ Jones }  
Adams Webber, Jo Cohen }  
H. W. Gaudel  
Chancery Clerk

To the Hon. Warren Gorham  
 Chancellor of the 11th Chancery District  
 Sitting in the County of Madison and  
 State of Mississippi. Nov Term 1888

The Commissioner in the case of  
 Mary D. Barnhart et al. vs Anne C. Daughtrey et al. No. 2115. Do Writ  
 to make partition of certain lands among the heirs of John D. Hart  
 of said County and State and lately deceased to which was referred  
 back a certain part of a report heretofore made by them in said case  
 do Writ. So much as related to the lands described as the S 1/2, Sec 20, T 23, E,  
 and 11 acres off S 1/2, T 1/2, N. 1/4 said Sec 20, R. 9, E. 3 E. lying south of the Canton  
 and Sharon public roads in Madison County and State of Mississippi,  
 with directions by the said Court at the January term 1888 to set apart  
 if practicable without damage to the interest of any concerned some portions  
 of said lands including the buildings thereon to be sold for partition  
 and to divide the remainder of said lands above described among the  
 heirs of the said John Hart lately deceased. After a careful inspection  
 of the premises and with the assistance of J. P. Gentry surveyor in and for  
 the County of Madison and State of Mississippi proceeded and di-  
 vided the above described lands in six parcels divisions or lots as  
 follows: To wit,

First Division or lot Beginning at the N.E. Corner of S. 1/2, Section 20,  
 Township 4, Range 3, E. and running west 550 chains thence south 4000  
 chains thence East 550 chains thence north 4000 to the point of be-  
 ginning, this division being denominated Lot No. 1 containing 22  
 acres more or less.

Second Division or lot Beginning at the N.W. Corner of the above  
 described Lot No. 1 and running west 600 chains thence south 4000 chains  
 thence east 600 chains thence north 4000 chains to the point of beginning  
 and denominated Lot No. 2, containing 24 acres more or less.

Third Division or lot Beginning at the N.E. Corner of Lot No. 2 and  
 running west 600 chains thence south 4000 chains thence east 600  
 chains thence north 4000 chains to point of beginning and denominated  
 Lot No. 3 containing 24 acres more or less.

Fourth Division or lot Beginning at the N. W. Corner of Lot No. 3 and run-  
 ning west 250 chains thence north 10.60 chains to the Public Road  
 leading from Canton easterly in the direction of Balluffe Ferry thence  
 west along said public road 650 chains thence south 4950 chains  
 thence east 900 chains thence north 4000 to point of beginning  
 and denominated Lot No. 4 containing 42<sup>65</sup> acres more or less.

Fifth Division or lot Beginning at the N. W. Corner of Lot No. 4 on  
 said Public Road and running west along said road 685 chains

to Carnahan lot then south, along the line of said Carnahan lot 7.75 chains  
then west 1.65 chains, then south 4000 chains, then east 8.50 chains and then  
north 49.50 chains to point of beginning and denominated lot No 5 containing  
39<sup>54</sup> acres more or less

Sixth Division on lot beginning at the SW Corner Sect. 20 T. 9. R. 3 E. and running  
east 500 chains then north 4000, then west 500 chains and then south 4000 chains  
to point of beginning, and denominated Dwelling House lot containing 20 acres  
more or less, As a part of the said Dwelling House lot is assigned to the  
right of way 30 ft in width from the north end east into lot 5, 2 x 2.10 chains  
then north along the east side of Carnahan lot to the Public road leading  
from Canton to Sharon, As a part of lot No 1, and to No 1 is assigned the right  
of way 30 feet in width to and from said lot No 1 across the north end of lot No 2  
and lot No 3, then west into lot No 4, 2-95 chains, then north to the Public  
road leading from Canton to Rattles Ferry, Also the right of way 30 feet in  
width is assigned to lot No 2 across the north end of lot No 3 then  
west into lot No 4, 2-95 chains then north to the last above named  
Public road, Also the right of way 30 feet in width is assigned to lot  
No 3 from the north end west into lot No 4, 2-95 chains, then north  
to the last above named Public road, Said right of way into and through  
all of said lots as aforesaid are indicated and shown by red and  
dotted lines in the map or diagram made by J. George Parrison as  
aforesaid accompanying this report, Having divided the land into  
lots or parcels as aforesaid, the Commissioners prepared five tickets num-  
bered 1, 2, 3, 4, 5, also five other tickets one with the name of Ann  
L. Daughtry thereon, One with the name of Susan E. Dennis thereon, One  
with the name of Mary P. Carnahan thereon, One with the name of  
Della H. Virden thereon, and one with the name, Cornelia Hart, Ann  
E. Hart, Danny J. Bryant, Jas. R. Hart, John S. Hart, Ruth H. Hart a  
and Sally H. Hart, Heirs of John H. Hart dec'd thereon, And  
A. D. Dennis a disinterested citizen of Canton blind folded them  
upon plain said tickets, numbered as aforesaid in one box, And Norton  
Woody a disinterested citizen of Canton blind folded the aforesaid  
tickets with said names thereon in another box, and under the di-  
rection of and in the presence of the Commissioners proceeded to  
determine by drawing lots, the particular Division or parcel to be  
assigned ~~and allotted~~ to the heir before named per the heirs  
of John S. Hart lately deceased.

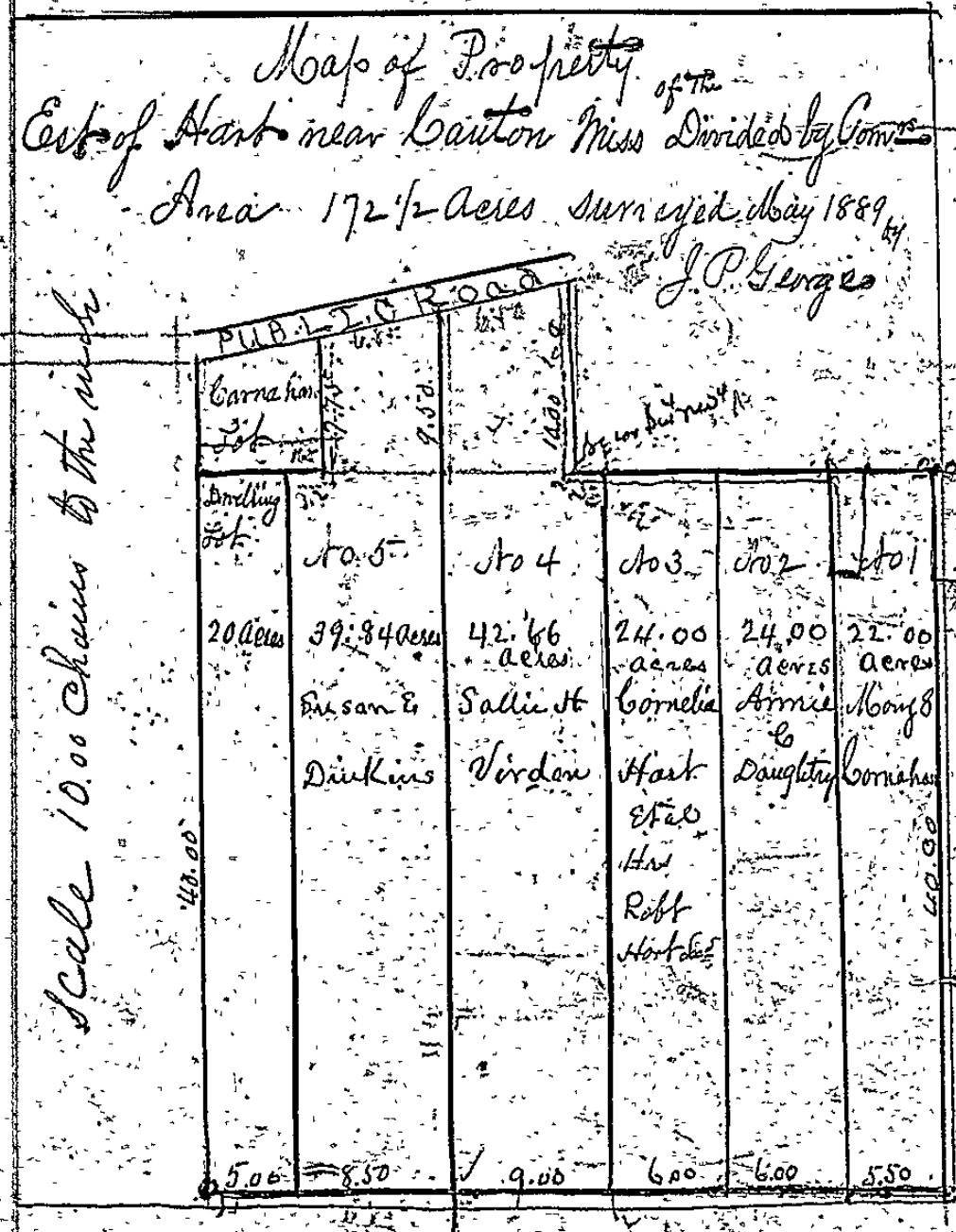
Each said Dennis drew from his box ticket No 5, And the  
said Woody prominently drew from his box the ticket with  
the name of Susan E. Dennis thereon, Secondly the said Dennis  
drew ticket No 4, And the said Woody prominently drew out  
the ticket with the name of Della H. Virden thereon -



Originally the said Seemee drew out tract no 3 and the said Mosty simultaneously drew the tract with the name of Cornelia Hart Annie & Hart Daisy S. Poyant Jas R Hart John S Hart Robt H Hart and Sallie B Hart. Heirs of said Robt H Hart died therein. Secondly said Seemee drew tract no 1 and said Mosty simultaneously drew the tract with the name of Mary S. Carnahan Heirs. Thirdly the said Seemee drew tract no 2 and the said Mosty simultaneously drew the tract with the name Annie S Daughtrey Heirs. In accordance with the said drawing and proceedings regarding the divisions or parcels equitably just and fair to all parties concerned in interests taking into consideration quantity quality and value. The Commissioners assign tract No 1 unto Annie S Daughtrey they assign tract No 2 unto Cornelia Hart Annie & Hart Daisy S Poyant Jas R Hart John S Hart Robt H Hart Sallie B Hart Heirs of said Robt H Hart died. They assign tract no 3 unto Sallie B Virden. ~~and~~ they assign tract no 4 and unto Susan S Perkins they assign tract No 5. The Commissioners recommended the lot denomination Dwelling House lot to be sold for partition. A diagram or map of said lands above described made by J P George Surveyor as aforesaid representing the said divisions and allotments in an intelligible clear and accurate manner and is hereto appended and filed with this paper as a part of the report of the Commissioners.

All of which is respectfully submitted at Canton Madison County State of Mississippi this 29th day of May A.D. 1888

Attest  
 J R Porrell  
 J J Gilman  
 Commissioners



This diagram represents the 1/4 + a small portion of the 1/2 of the 1/4 of Sec 20 T 9 R 3 East

Mary D. Barnahan et al  
# 2115 } vs  
A. B. Daughtrey et al

In Chancery Court of Madison County Mississippi  
Special Term November 1888

This cause coming on at this time to be heard on the motion to confirm the report of J. J. Gilman R. H. Hoffman and J. R. Powell Commissioners of this Court made the 29th day of May 1888 in pursuance of the decree of this Court made in this cause on the 19th day of January 1888, and the Court here having duly considered said report and there being no objections made to the confirmation thereof, Doth now order, adjudge and decree that said report be in all things confirmed as a just and fair partition of the land described in said decree except that portion thereof, denominated the Dwelling House lot, and hereinafter more particularly referred to and described. And it appearing to the Court that said lot No 1 containing 22 acres was allotted to said Mary D. Barnahan and that lot No 2 was allotted to Annie C. Daughtrey, and that lot No 3 was allotted to Corrietta Hart, Annie C. Hart, Fannie S. Bryant James R. Hart John S. Hart Robt H. Hart and Sallie B. Hart heirs of Robt H. Hart dec'd, and that lot No 4 was allotted to Sally H. Wren and that lot No 5 was allotted to Susan E. Jenkins, The Court doth now order adjudge and decree that the said Mary D. Barnahan hereinafter later have and hold said lot No 1 as her own separate property in fee simple forever discharged and free from all claims thereto on the part of her said Co heirs or any of them, together with the right of way 30 feet wide across the north end of lot No 2, and of lot No 3, thence west into lot No 4, 2, 95 chains thence north to the Public road leading from Canton to Battlers Ferry, said lot No 1 beginning at the N E Corner of S 1/4 of Deck 20 T. 9 R. 3. E. running west 550 chains, thence south 40 chains, thence east 550 chains thence north 40 chains to the beginning, The said Annie C. Daughtrey hereinafter later have and hold as her separate property in fee simple forever discharged from all claims thereto on the part of her said Co heirs or any of them, the said lot No 2 together with the right of way 30 feet in width across the north end of lot No 3, thence west into lot No 4 2, 25 chains thence north to the Public road, said lot No 2 containing 24 acres beginning at the N W Corner of said lot No 1, running west 600 chains thence south 40 chains thence east 600 chains thence north 40 chains to the beginning, That said heirs of Robt H. Hart hereinafter later have and hold said lot No 3 as their separate property in fee simple share and share alike forever, lot No 5 discharged from all claims thereto on the part of their said Co heirs or any of them, said lot

Also containing 24 acres together with the right of way 30 feet in width from the west end creek into lot No 4. 2. 90 chains, thence north to said public road, said lot No 3 beginning at NW corner of lot No 2 running west 600 chains thence south 40 chains, thence east 600 chains thence north 40 chains to beginning. That the said Dallis & Farden hereafter take have and hold as her separate property in fee simple and fully discharged and free from all claims on the part of her said heirs or any of them. The said lot No 4 containing 22.62 acres beginning at the N.W. corner of lot No 3 and running west 250 chains, thence north 10.62 chains to said public road thence west along said road 650 chains thence south 49.50 chains thence east 900 chains and thence north 40 chains to point of beginning. That the said Susan E. Deistins shall hereafter take have and hold as her separate property in fee simple forever discharged from all claim thereto on the part of her said heirs or any of them. The said lot No 5 containing 39.54 acres beginning at N.W. corner of said lot No 4 on said road and running west along said road 685 chains to the corner of Barnabans lot of four acres, thence south along the line of said ~~road~~ lot 774 chains thence west 165 chains thence south 40 chains thence east 850 chains thence north 49.50 chains to the point of beginning. And the Court doth further order adjudge and decree that the parcel of land described in said report as dwelling house lot containing 20 acres beginning at the SW corner of sect 20. T 9. R 3 E and running east 500 chains thence north 40 chains thence west 500 chains and thence south 40 chains to the point of beginning be sold to the highest bidder for cash before the Court House door in Canton Miss for the purpose of dividing the proceeds of such sale amongst said heirs of said John & Sarah according to their several interests after first paying out of the same the cost of this said that said sale shall be made within the hours proscribed by law. That John Standy is hereby appointed and directed to make the sale thereof and report the same to this court, and before making such sale he shall give notice of the time place and terms of sale, describing the property to be sold, which notice shall be given by publication in the American Citizen a news paper published in Canton said County for at least three weeks consecutively prior to the time of such sale.

It is further ordered that this decree be recorded within three months from its date in the record books of Courthouse of said County of Madison. Untill the coming of the report of sale of land all other matters in this cause are reserved for further order and decree.

Ordered Adjudged and decreed this 9th day of November 1888

Warren Corran Chancellor

Sue H. Dinkins  
 James Dinkins  
 To & Warranty Deed  
 Martha A. Randal

Filed for Record Nov 11<sup>th</sup> 1892 at 10:00 PM  
 & Recorded Nov 11<sup>th</sup> 1892

In consideration  
 of the sum of ~~Five~~ <sup>Five</sup> hundred dollars  
 cash in hand paid us by Martha A. Randal the receipt  
 of which is hereby acknowledged we Sue H. Dinkins &  
 James Dinkins do hereby convey and warrant unto the  
 said Martha A. Randal the following described lands lying  
 being & situated in Madison County State of Tennessee, to wit:  
 Lot No 5 as laid off to Sue H. Dinkins in the partition of  
 property in Cause No 2115 in the Chancery Court of said  
 County wherein Mary B. Carnahan et als were complain-  
 ants & Ann C. Daughtery et als were defendants, said Lot  
 No 5 being particularly described as containing 39<sup>84</sup>  
 acres of land and beginning at the North West corner of  
 Lot No 4 as laid out in said partition on the public  
 road leading out East from Canton and running thence  
 West along said road 68<sup>00</sup> chains to the corner of Carn-  
 ahan Lot of Four acres Thence South along this line of  
 of said Lot 7<sup>75</sup>/<sub>100</sub> chains Thence West 1<sup>65</sup>/<sub>100</sub> chains Thence  
 South 40 chains Thence East 8<sup>50</sup> chains Thence North  
 49<sup>50</sup> chains to the point of beginning: Said Lot No  
 5 being described in the report of R. A. Hoffman J. R. Cor-  
 nell & J. J. Brillman Commissioners in said Cause of date  
 May 29<sup>th</sup> 1888 and said report and partition was confirmed  
 by said court on November 9<sup>th</sup> 1888.

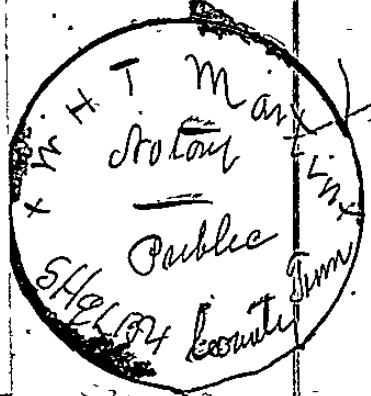
Witness our hands & seals  
 this the 2<sup>nd</sup> day of November A.D. 1892

Sue H. Dinkins *(Signature)*  
 Jas Dinkins *(Signature)*

State of Tennessee  
 Shelby County

Personally appeared before me J. H. S. Mantue a  
 Notary Public in and for said County & State Sue H. Dinkins & James  
 Dinkins who acknowledged that they signed sealed and deliv-  
 ered the foregoing instrument of writing as their act and deed  
 for the purposes therein expressed on the day therein named  
 Witness my hand and officious seal this the 4<sup>th</sup> day  
 of November 1892

J. H. S. Mantue  
 Notary Public





Pietro and Maria Trolio  
 To: Deed of Trust  
 Jules A Blanc Trustee  
 For N. S. B. & L. Association

Filed for Record 11<sup>th</sup> day of Nov  
 1892 at 11:45 o'clock a m  
 James Priestley Clerk

State of Mississippi  
 Madison County

In consideration of Ten dollars to us Pietro Trolio and Maria Trolio his wife both of Madison County State of Mississippi parties of the first part in hand paid paid by Jules A Blanc of the City of New Orleans State of Louisiana party of the second part as well as in consideration of our desire to secure the prompt payment of the indebtedness hereinafter named from us said parties of the first part to the New South Building & Loan Association, a corporation existing under and by virtue of the laws of the State of Louisiana, and having its domicile in the City of New Orleans party of the third part we Pietro Trolio and Maria Trolio said parties of the first part hereby convey and warrant unto the said Jules A Blanc party of the third part as Trustee, and to his successors as trustee the following described real estate situated lying and being in the County of Madison State of Mississippi to wit:

That certain lots or parcels of ground known as Lots Five and Six on the West side of Union Street on Public square in the City of Canton Madison County Mississippi according to the city map thereof made by J. P. Genge. Said lots are designated as South half of Lot No 2, North half of North half of Lot Three (3) South half of Lot Three (3) East half (1/2) of the South half (1/2) of North half (1/2) of Lot Three and six feet off the East End of West half (1/2) of South half (1/2) of North half (1/2) of Lot 3, all in square number 4 according to original plat of the City of Canton together with all the improvements and appurtenances therunto belonging. This conveyance is made however in trust for the purpose of securing the performance of all the undertakings agreements & conditions hereinafter contained as well as for the purpose of securing an indebtedness of Twelve Thousand dollars from the said Pietro Trolio and Maria Trolio bearing date November 11<sup>th</sup> 1892 made payable on the 1<sup>st</sup> of December 1894 to the order of the New South Building

This find see Conveyance Book No 1 page 375  
 March 18<sup>th</sup> 1896  
 J. P. Genge  
 + J. P. Genge

and Loan Association at their office in the city of New Orleans, Louisiana with interest thereon payable on the last Saturday in each and every month succeeding its date at the rate of six per centum per annum. Said note, on its face, being subject to the Charter, Constitution by laws and regulations of said Association.

Now therefore if the said Pietro Trolio shall will and truly pay said promissory note when the same becomes due, and in accordance with the terms of this instrument and the Charter, Constitution, by laws and regulations of said Association, which are hereby made part of this deed of trust, as fully as the same were herein at large set forth and shall perform all other acts, undertakings agreements and obligations herein set out, then this conveyance shall become null and void, otherwise it shall remain in full force and effect.

And if the said Pietro Trolio shall fail to pay said note, when due or shall fail to perform any of the conditions, undertakings and terms of this instrument, or shall fail to observe and perform all the duties imposed upon him as a member of said Association by the Charter Constitution by laws and regulations of the said Association then, upon default made in any one of said particulars said promissory note, whether it has reached maturity or not shall become immediately due and payable at the option of said party of the third part except that the said Pietro Trolio shall have thirty days from such default to reinstate himself by full performance of all the conditions and terms and undertakings constituting such default. Upon any default made, as aforesaid, the said Pietro Trolio having failed to reinstate himself as aforesaid, the said party of the second part or his successors as Trustee shall take possession of the hereinbefore described property, power so to do being hereby fully conferred upon said Trustee or his successors, and shall proceed to sell the same at the front door of the Court house in and for said Madison County to the highest bidder for cash after having first given twenty days notice of the time, place and terms of said sale by publication of such notice in any newspaper published in said County: said notice shall be published in such paper once a week for three

consecutive weeks. If no such paper be published in said County, then said notice shall be advertised by posting written notices thereof in three or more public places in said County one of which however shall be posted at the front door of the Court house thereof. At the time and place named the said trustee or his successors as the case may be shall sell said property as hereinbefore provided, and shall execute deed of conveyance to the purchaser or purchasers at such sale which deed of conveyance shall vest full and perfect title in such purchaser or purchasers. Out of the proceeds of said sale the said Trustee, making the sale shall first pay all the costs attending the execution of this trust including all reasonable attorneys fees and commissions to said trustee for his services. Second he shall pay to the said party of the third part or its assigns the full amount of money which may be due to it under the terms and conditions of this instrument and third he shall pay whatever remainder there be to the said Pietro Trolis.

The said parties of the first part hereby covenant and agree to and with said party of the third part that should its legal representatives or assigns be under the necessity of bringing or resisting any suit at law or in equity to collect the debt hereby secured, then & in such event, they will pay unto the said party of the third part, its legal representatives or assigns as and for attorneys fees expended in such litigation ten per cent on the amount then found due from the said Pietro Trolis to said party of the third part, its legal representatives or assigns which shall be and is hereby made part of the debt hereby secured; and the said parties of the first part hereby further covenant and agree with the party of the third part that they will keep the buildings and improvements on said premises insured in good and responsible insurance companies during the continuance of the loan hereby secured, for not less than the full amount of the debt due to said party of the third part, payable, if any loss occurs to the party of the third part, its legal representatives or assigns, as it is or their interest may appear and to turn over said policies to the party of the third part, its legal representatives or assigns and said parties of the first part further covenant and agree to pay all taxes which may be assessed



against the property above named as the same may insure  
 And in the event they should fail to insure as aforesaid  
 or to pay said taxes on said property, then said party of the third  
 part, its legal representatives or assigns may pay said taxes, as aforesaid,  
 and may take out said insurance, if it, its legal representatives  
 or assigns see fit so to do, in its or its legal representatives or  
 assigns own name; and the amounts so paid for said taxes  
 or insurance shall become and are hereby made part of the  
 debt hereby secured, and shall bear interest from the date of pay-  
 ment, at the rate of six per centum per annum and shall become  
 payable on demand

Said Pietro Trolio is a member of and owns  
 150 shares of the Capital Stock of the New South Building and Loan  
 Association which shares are represented by Certificate No 5351  
 in Series No 28 issued by said Association. And in order  
 to still further secure said indebtedness aforesaid the said Pietro  
 Trolio does hereby give in pledge to said Association all the  
 installments of money now paid and to be paid on the said  
 One hundred and fifty shares of stocks standing in his name  
 on the books of said Association and represented by said  
 certificate. Which said Certificate he has delivered  
 to the said party of the second part; and the said pledge  
 is made under all the terms and provisions of the Charter  
 and by laws of said Association.

The said Pietro Trolio hereby  
 covenants and agrees to and with the parties hereto, that  
 as part of the consideration of said loan to him, by said party  
 of the third part, as well as in consideration of the profits which  
 accrue to him as a stockholder in said Association, and his  
 agreement to conform to all the provisions of the Charter, Constitu-  
 tion by laws and regulations of said Association, he has  
 and does hereby bind himself to pay monthly at the said  
 office of said Association, on the last Saturday of each month  
 preceeding the date of this instrument until he takes up and  
 pays his said note by maturity of his stock or otherwise:

- 1st. A premium of Fifty cents for and on every \$100.00 borrow-  
 ed by him as aforesaid, which being here equal to the amount  
 of said note is fixed at \$60.00 per month.
- 2nd. The monthly dues, or installments on the One hundred  
 and fifty shares of stock taken by him under certificate No  
 5351 which amounts to Seventy cents per share, or 105.00 per month.  
 It is hereby covenanted and agreed by and between the said parties



of the first and second parts hereto, that if the said Pietro Trolis shall pay the interest on said note, monthly, and shall also pay the premium and dues or installments upon his stock promptly and punctually, as the same become due each month, then and in such case the principal of said note shall not become exigible until the value of said 150 shares of stock, with dividends or accumulations thereon shall become equal to the amount of said obligation, with all interest and costs, that may be due upon the same, at the happening of which event, said stock and said indebtedness shall cancel each other, the stock and indebtedness being alike extinguished. It is also agreed and understood by and between the parties hereto that in case the said Pietro Trolis shall for the term of thirty days fail or neglect to pay the said installments of interest or premiums or dues or any portion thereof, or any and all costs and fines or any taxes or insurance paid by said party of the third part on said property, such failure or neglect shall at once without demand without putting in default and as a penalty make the said promissory note with all back interest thereon become immediately due and payable, and shall entitle the said party of the third part to take possession of and sell said property as hereinbefore provided. And it is also hereby covenanted and agreed by and between the parties hereto that the said shares of stock transferred as aforesaid shall be, notwithstanding such transfer sold for arrearages as now provided in the Charter Constitution by laws and other regulations of the said Association.

If at any time before the value of said stock shall be equal to said obligation, the said Pietro Trolis should desire to pay said note and any other indebtedness which he may owe said party of the third part under the terms of this instrument said Pietro Trolis shall have the right to transfer to said Association said stock at its withdrawal value in part payment of such indebtedness provided said Pietro Trolis pays in cash the balance of said indebtedness and on such transfer being made it shall be the duty of said Association, the balance of the said indebtedness being paid in full to cancel said stock and to render to said Pietro Trolis the evidences of his said indebtedness duly receipted.

In the event said note becomes exigible and the value of said stock is not equal to the indebtedness under same then said Association binds itself to renew or extend

said note in accordance with the terms of its charter Constitution by laws and regulations provided any default as herein before provided has been removed in the manner hereinbefore provided.

The said Jules A. Blanc party of the second part is the Treasurer of the New South Building & Loan Association and he shall be and remain the Trustee under the provisions of this deed of trust and the title shall be vested in him, only as long as he may be such Treasurer. And whenever any other person shall become the Treasurer of said Association, such person shall thereupon ipso facto become the Trustee herein, with the title of the said property herein described, for the purposes of the trust herein declared fully vested in him without any writing deed conveyance formal or other appointment with all the powers duties and privileges herein granted.

It is hereby Covenanted and agreed by and between the parties here to that should a sale of the said property conveyed be made under the terms of this deed by said Trustee or his successors as such, then said party of the third part shall have full power and authority should it so elect to bid on said property at such sale as fully and freely as though the same was not being made by their Treasurer, but was being made by a stranger, and a deed of conveyance made to it as the purchaser at such sale by the said Trustee or his successors as such shall vest full and perfect title in said Association.

Witness our signatures this 11<sup>th</sup> day of November 1892  
Pietro Trolio  
Maria Trolio

State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court in and for said County & State the within named Pietro Trolio and Maria Trolio his wife who each severally acknowledged that he and she signed and delivered the foregoing deed of Trust on the day and year therein mentioned.

Given under my hand this 11<sup>th</sup> day of November 1892

State of Mississippi  
Madison County

James Pusetty Clerk  
J. James Pusetty Clerk of the Chancery

Court of said County certify that the instrument of writing to which this certificate is attached from Pietro Fiolis to Jules A. Blanc was filed in my office for record on the 11<sup>th</sup> of Nov A.D. 1892 at 11:45 o'clock A.M. and that the same has this day been duly made of Record therein in Book A & B of Record of Deeds of said County on Pages 232 to 238.

Given under my hand and seal of said Court at Canton Miss this 12<sup>th</sup> day of November A.D. 1892  
Jas Priestly Clerk  
By J. McWhorter

July 15-96  
Cal. ex. d  
Miss State Bank  
A. H. Powell

Pietro Fiolis, Maria Fiolis } Filed for Record Nov 14<sup>th</sup> 1892 at 5:30 P.M.  
Robert Kemp & L. W. Kemp } and  
To: Deed of Trust } Recorded Nov 14<sup>th</sup> 1892  
W. H. Powell Trustee }  
Miss State Bank } Whereas we

Pietro Fiolis, Maria Fiolis, Robert Kemp & L. W. Kemp are indebted to Mississippi State Bank in the sum of Thirty Two hundred & 96<sup>2/100</sup> dollars as is evidenced by our two promissory notes of even date herewith as follows: One note for sixteen hundred & 96<sup>2/100</sup> dollars due and payable six months after date and one note for sixteen hundred & 96<sup>2/100</sup> dollars due and payable one year after date. Each of said notes bearing interest from date at the rate of Ten per cent per annum and whereas we are desirous of securing the prompt payment of each and all of said promissory notes as they mature. Now therefore in consideration of the sum of one dollar cash in hand paid us by W. H. Powell Trustee, the receipt of which is hereby acknowledged: We Pietro Fiolis, Maria Fiolis, Robert Kemp & L. W. Kemp do hereby convey and warrant unto the said W. H. Powell Trustee & his successors in office forever the following described real estate lying, being & situated in the city of Canton, County of Madison & State of Mississippi, to wit: That Lot fronting 75 feet on the West side of Union Street in which the property formerly known as the European Hotel was located, said Lot being designated on the Map of the City of Canton prepared by J. P. Genge now on file in the Chancery Clerks office for said County as Lot No. 5 on the



The last six copies of said deed were in my former custody and were in my possession at the time of my death. The debt of the estate of said deceased is still in full - March 5 - 1894 of Missouri Statute 1892, Sec 800 & 801.

West side of Union Street and may be described according to the original plan of the town of Canton now in said office as the 1/2 of Lot 3 + 1/2 of Lot 3 + 6 feet off the East End of the 1/2 of Lot 3 in square No 4. also that other lot on the West side of said Union Street fronting 75 feet and running back West 200 feet which is designated on said J P George's map as Lot No 6 on the West side of Union Street and may be described according to said original map or plan of said Town of Canton as the 1/2 of Lot 3 + the 1/2 of Lot 2 in square No 4. the above being all the real estate owned by the said Frolics fronting on Union Street West of the Public square: also an undivided one half interest in that other lot fronting the East side of Peace Street 25 feet and running back South 200 ft - which is designated on said George's map as Lot No 11 on the South side of Peace Street + may be described according to said original plan of the Town of Canton as the 1/2 of Lot 2 in square No 6: also that lot of land beginning at a stake at the North West corner of the intersection of Union Street with Fulton Street on the West side of Union Street + North side of Fulton Street + running thence North along the West side of said Union Street 65 feet + thence West 200 feet + thence South 65 feet to Fulton Street + thence East along the North side of Fulton Street 200 ft to the point of beginning. said lot described lot being that upon which the said Robert Kemp and wife now reside with all tenements hereditaments and appurtenances thereunto belonging and in any wise appertaining: In Trust: That is to say, should one promptly pay each and all of said promissory notes when due as well as all other money that may be secured hereby and perform all the other covenants herein then this deed shall be null and void and of no effect.

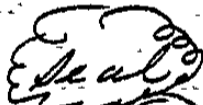
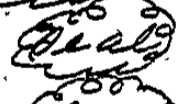
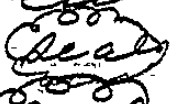
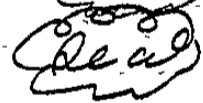
But should one fail to pay either of said promissory notes when due or fail to perform any other indebtedness secured hereby or fail to perform any of the covenants herein contained, then the said W. H. Powell Trustee or his successor in office is hereby empowered to enter into + take possession of all the above described and conveyed property and sell the same for cash at public outcry to the highest bidder before the South door of the Court House in Canton Miss. after having given ten days notice of the time and



place of said sale by posting a written notice thereof in one or more public places in said city and convey the property so sold by proper deed to the purchaser thereof and from the proceeds of said sale he shall first pay the costs and expenses of executing this trust including a reasonable fee for himself for his services hereunder & then pay the indebtedness secured by this deed of Trust and should any balance remain pay it to us or our assigns as our interest may appear

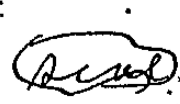
We agree to pay all sums of money that may be advanced us or either of us hereafter by said Bank and this deed of Trust shall secure any and all money that may be advanced us or either of us by said Bank and shall be a lien upon all of said property the same as if it was specifically set out herein. Should default be made in the payment of either of said promissory notes when due or should we fail to pay the legal taxes assessed against us when due, the said Bank can in its option declare the whole indebtedness secured hereby due and payable and the Trustee can sell as herein before provided. Should said Powell from death or any other cause fail to execute this Trust said Bank or its assigns is empowered to appoint in writing some one else in his place who shall be invested with like powers as are conferred on said Powell herein

Witness our hands and seals the 11<sup>th</sup> day of November A.D. 1892

Pietro Grolis   
 Maria Grolis   
 Lou W Kemp   
 R Kemp 

The State of Mississippi  
 Madison County

Personally appeared before the undersigned James Priestly Clerk of the Chancery Court of the said County; the within named Pietro Grolis & Maria Grolis his wife and R Kemp & Lou W Kemp his wife who acknowledged that they and each of them signed 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 11<sup>th</sup> day of November A.D. 1892  
 Jas Priestly Clerk 

Thos. Deeland <sup>and</sup> Jennie Deeland  
 Deed of Trust. J D  
 Chas. C. Currier Trustee, for  
 The A. F. Land & Mortg Co of London

Filed for record at 8 o'clock and  
 November 14th 1892  
 And recorded November 14th 1892

This indenture made by and between  
 Thomas Deeland and Jennie Deeland his wife parties of the first part  
 Charles C Currier of the City of Memphis in the state of Tennessee party  
 of the second part as trustee, and The American Real Estate Land  
 and Mortgage Company of London Limited party of the third  
 part. Witnesseth That the said party of the first part for and in consid-  
 eration of the sum of money hereinafter mentioned loaned by the party of  
 the third part to the party of the first part the receipt whereof is hereby  
 acknowledged and the further consideration of one dollar paid by the party of  
 the second part to the party of the first part, does hereby grant bargain sell  
 and convey and confirm unto said party of the second part and his  
 successors the following described real estate situated in the Counties  
 of Warren and Madison in the State of Mississippi to wit  
 Beginning at the south east corner of section seven (7) in Township fourteen (14)  
 north range two (2) east, and running thence west forty (40) chains thence north  
 forty (40) chains thence east forty (40) chains to section (8) Eighth thence south eleven (11)  
 (11 1/2) chains along section line thence south eighty nine 3/4 degrees (89 3/4) each one  
 hundred and twenty two 9/10 (122 9/10) chains to the half section line in section (9)  
 nine thence south 1/4 degree west twenty eight 5/8 (28 5/8) chains to the north line  
 of section ten (10), and thence west along the section line one hundred and  
 twenty two 9/10 (122 9/10) chains to the place of beginning, all being in Town-  
 ship fourteen (14) north range two (2) east, and embracing the south east  
 quarter of section seven, and two hundred and thirty seven 3/4 (237 3/4)  
 acres off the south end of section eight (8), and one hundred and eight  
 eleven 88/100 (118 88/100) acres off of the south side of the south west quarter of  
 section nine (9), being all that part of the Deeland plantation lying  
 north of the north line of sections seven (7) and eleven (11) and twelve (12)  
 in said Township and Range, containing two hundred and eighty seven  
 508 5/10 acres being the same tract of land conveyed to him by  
 Virginia Banks and Mary D Deeland June 2nd 1888, as per deed  
 recorded in the Chancery Clerk's office, Warren County Mississippi  
 Deed Book 64, Page 490.

Also his (1/3) one third interest in show certain (10) Ten acres in the north  
 west quarter of section eleven (11) Township fourteen <sup>(14)</sup> north range two (2) east  
 in the center of which ten (10) acres is located the gin and appertain-  
 aces together with his right of ingress and egress to and  
 from the same reserved in a certain deed from Virginia Banks  
 and Thomas Deeland to Mary D Deeland of date June the 2nd 1888

and recorded in the records of the Chancery Clerk's office of Warren County Mississippi. Deed Book 64 page 489. Also his one third (1/3) interest in the tract (12) acres in section twenty (20) Domestic fourteen (14) North Range tracts (2) each on which are situated the Residence stable store yard garden and Lamin as laid down on a map recently made by Lamin Fountain together with the right of ingress and egress to and from the same received in deed from Thos Deelands and Mary A Deelands to Virginia Banks of June 2<sup>d</sup> 1888. and recorded in the records of the Chancery Clerk's office of Warren County Mississippi. Deed Book 64 page 487. Being all of the Deelands place in Warren County Mississippi that lies in sections seven (7) eight (8) and nine (9) Domestic fourteen (14) North Range tracts (2) each containing in all Five Hundred Eighty (585) acres more or less in Warren County Mississippi.

Also the north half of south east quarter of section twenty three (23) and that part of the south west quarter of section twenty four (24) lying north of the old Agency or Natchez road and (40) forty acres off of the west side of the west half of the south east quarter of section twenty four (24) lying north of said road. all in Domestic (7) seven North Range tracts each containing in all (240) two hundred and forty acres more or less in Madison County Mississippi. Containing in all Seven Hundred forty eight (748) acres more or less together with tenements hereditaments and appurtenances thereto belonging and the rents and profits thereof and machinery now or hereafter put up on said premises for conduct thereof whether attached or detached. To have and to hold the above granted premises appurtenances improvements and machinery and rents and profits unto said party of the second part his successors and assigns forever.

And the said party of the first part does hereby covenant with the said party of the second part his successors and assigns that Thos Deelands is lawfully seized in fee of the above granted lands and premises that the same are free from all encumbrances and that they will warrant and forever defend the title to the same unto the said party of the second part his successors or assigns against the lawful claims and demands of all persons. And the party of the first part hereby expressly release, relinquish and convey to said trustee his successors and assigns all rights of dower or homestead in said premises.

This indenture is intended as a deed of trust for the following purposes to wit. Whereas the said Thos Deelands and Jennie Deelands are indebted to the said party of the third part in the sum of Forty seven hundred Dollars \$4700<sup>00</sup> which indebtedness is for money loaned and with interest thereon is evidenced by the following described promissory notes bearing several date herewith executed by them. To wit.

Due for Five Hundred Dollars \$500 <sup>00</sup>	Due January first, 1894
Due for Five Hundred Dollars \$500 <sup>00</sup>	Due January first 1895
Due for Five Hundred Dollars \$500 <sup>00</sup>	Due January first 1896
Due for Five Hundred Dollars \$500 <sup>00</sup>	Due January first 1897
Due for Seven Hundred Dollars \$700 <sup>00</sup>	Due January first 1898
Due for Two Thousand Dollars \$2000 <sup>00</sup>	Due January first 1899
Due for Five Hundred Forty Eight <sup>34</sup> / <sub>100</sub> Dollars \$548 <sup>34</sup>	Due January first 1894
Due for Four Hundred Twenty Dollars \$420 <sup>00</sup>	Due January first 1895
Due for Three Hundred and Seventy Dollars \$370 <sup>00</sup>	Due January first 1896
Due for Three Hundred and Twenty Dollars \$320 <sup>00</sup>	Due January first 1897
Due for Two Hundred and Seventy Dollars \$270 <sup>00</sup>	Due January first 1898
Due for Two Hundred Dollars \$200 <sup>00</sup>	Due January first 1899

Said notes represent encumbrances of said principal and Accrual interest due thereon at the rate of ten per cent and are payable in gold coin of the United States to the party of the third part at the office of Calanell and Judah in the City of Memphis Tennessee, with interest at the rate of ten per cent per annum after maturity, and contain a waiver of exemptions and are all with <sup>their</sup> accruing interest intended to be secured by this conveyance.

And if by reason of error or delay of any sort the said notes shall include more than ten per cent interest on the sum loaned from date of payment thereof by the third party, then it is agreed that said note or notes shall be credited with the excess so as to conform to the actual intention and agreement of the parties, that no more than ten per cent interest shall be paid or received.

Now if the said party of the first part shall ever and truly pay or cause to be paid, each and all of said notes as they respectively fall due and shall perform all other acts and obligations as herein provided, then this conveyance shall become null and void. But should they fail to pay, any of said notes at maturity or fail to pay the taxes before delinquency, or insurance and premiums when due or to keep and perform any other act obligation or covenant hereof then the whole of the principal unpaid, whether due on the face of the notes or not, together with all accrued interest on said principal shall at once become due and collectible at the option of the legal holder of any unpaid note acting in person or by agent, and no notice of the exercise of such option shall be necessary, and in any such case said trustee or his successor may when requested by the legal holder of any such unpaid note or notes or his agents take possession of the real estate and personally hereby conveyed and the rents thereof for the current year and either with or without entry, sell the same at public auction for Cash



As a whole in one lot or he may sell in such parcels as he sees fit without question of his power to sell. Said sales shall be made at the front door of the Court House in the County where any of <sup>said</sup> lands are situated or on any of said lands or at the principal door of the Court House in Hinds County in Jackson Mississippi or as may be specified in the notice of such sale and after notice of the time, place and terms of sale by at least three weekly publications thereof in any daily or weekly newspaper then published in the County where any of said lands are situated and if no newspaper is then published in said County, then such publication may be made in any newspaper published at Jackson Mississippi. And the said trustee or his successors with or without re-advancing is hereby authorized to postpone or adjourn said sale from time to time, or for any length of time at his discretion, or to discontinue or not to make said sale, and the authority and powers given hereunder shall not be discharged by their exercise in case of any default or violation, but may again be exercised as often as any default or violation may exist; and for any sale hereunder the acting trustee is authorized to appoint in writing an agent and auctioneer to make such sale for him in his absence, as fully and validly as if the trustee were present himself conducting the sale. And at any sale hereunder a cash deposit may be required as a condition to the acceptance of any bid.

It is further expressly provided, that the recitals in the trustee's conveyance to the purchaser shall be full evidence of all matters therein stated. And no other proof shall be requisite of request to the trustee to enforce this trust, or of the proper and due appointment of any substitute trustee who may act, or of the advertisement or sale, or any particulars thereof, and all prerequisites to said sale shall be presumed to have been performed, and at each sale any of the parties herunto may become purchaser. And out of the proceeds of each sale said party of the second part shall pay all the expenses of executing this trust, including ten per cent commission for his individual services, and ten per cent attorneys fees, and the full amount of the debt due and owing to the party of the third part, both principal and interest, and all sums if any, which shall have been paid by said party of the third part to successors or assigns for taxes repairs insurance and other charges, which should be a lien upon the said real estate in such order as he may determine, and the remainder if any shall be paid over to the said parties of the first part or their assigns upon reasonable request. If any other legal or equitable remedy is resorted to by the party of the third part or their assigns for the collection of the debt herein mentioned then and in such an event the said parties of the first part

herby covenant and agree to pay attorneys fees. ten per cent on the amount then due. which shall be a part of the debt hereby secured.

The parties of the first party for the purpose of giving satisfactory security for said loan of money, hereby request and instruct the party of the second part and his successors to take out through some agency to be selected by him and keep in force such policies of fire insurance as in his judgement seem necessary not in excess of one thousand \$1000 upon the dwelling situated on the premises hereby conveyed during the existence of this debt; loss of any under which policies shall be payable to the party of the third part or assigns and the party of the first part hereby agrees to promptly pay the premiums for all such insurance. The trustees beneficiaries or their agents shall not be in any wise liable to the party of the first part for any failure to take out or keep up such insurance. But shall apply the net proceeds of any loss that which may come into their hands under such policies upon principal and interest and other items of existing or possible indebtedness named herein in such order as may be directed by the party of the third part or assigns unless the then holder of said debt sees fit to allow its payment to the party of the first part.

They further covenant to pay before delinquency all taxes and assessments that may be laid within the state of Mississippi upon said lands or upon the interests of either the second or third party therein or upon <sup>the</sup> mortgages or debts secured hereby which shall be by a non resident of Mississippi. But in case any such taxes are laid on the interest of either the second or third parties in said premises or on the notes or debt secured hereby, the party of the first shall not be bound therefor if such obligation may not legally be made under the laws of Mississippi for the payment by the party of the first part of such taxes in full so as to exonerate the other parties therefrom; yet if such obligation may not legally be made for the payment by the party of the first part of the entire amount of such taxes, but may be legally made for any part thereof the party of the first part shall be bound to pay the same to the extent that it shall be legal to do so.

The intent of the parties is to bind the party of the first in this regard, only so far as the same can be legally and validly done. Should the deed of trust or the debt hereby secured on the interest of the second or third parties in the land be taken under any laws of the state of Mississippi now or hereafter passed, then and in that event all of the principal debt hereby secured and accrued interest and any unpaid advances shall immediately become due and payable at the option of the holder of any note secured and in the event that they should fail to pay such insurance

premiums as aforesaid, or pay said taxes as above stipulated then said party of the third part, its successors or assigns, may pay said taxes and insurance premiums, and the amounts so paid for any and all of said purposes, shall thereupon become a part of the said indebtedness hereby secured and shall be governed by the provisions of this deed of Trust and shall bear interest from the date of payment at the rate of ten per cent per annum.

And the said parties of the first part hereby covenant to allow no waste to be committed and to keep all the improvements upon said real estate in as good repair as they now are, reasonable wear and tear + the casualties of fire and tempest and overflows, &c.

The sole consideration of this deed of Trust being the above mentioned principal sum loaned by the party of the third part to the party of the first part, represented by the notes herein described: Now, in consideration of the premises and to further secure the prompt payment of all sums hereby secured, the parties of the first part do hereby waive all rights of appraisement, sale and redemption in present or after acquired property.

In case of the refusal, neglect or incompetency to act of said Trustee, or his absence from the State or his decease then said party of the third part, or any holder of said note or notes, or the legal representatives, or agents of either can at any time they may desire appoint a trustee in place of the said party of the second part, or any succeeding trustee whose acts done in the premises shall be of the same validity as if done by the trustee herein before named.

It is made an express condition of this deed of Trust that it shall not be released of record by any one, but the person who actually holds and owns the notes hereby secured at the time such release is granted.



And it is expressly agreed, and made part of this instrument that the payment may be made of any proceeds of insurance to party of the first part, or his assigns, or an extension or extensions may be made of any proceeds of such insurance to party of the first part or his assigns, or an extension or extensions may be made of the time of any part or parts of the notes hereby secured and any part and any part of said Estate may

be released herefrom by party of third part or assigns without in any wise altering varying or diminishing the force effect or lien of this instrument, and that this instrument shall continue as the first lien on all said land not so released until all sums with interest and charges hereby secured, are fully paid notwithstanding any such insurance payment release extension or extensions. It is further made a condition of this deed of Trust, that no trustees fees herein mentioned shall be paid until the whole sum due the holder of the notes hereby secured shall have been fully paid. This deed of trust and the notes thereby secured shall be construed and enforced according to the laws of the State of Mississippi

In witness whereof, the said Thomas Freeland and Jennie Freeland have hereunto set their hands and seals this 5<sup>th</sup> day of November 1892

Witness at the request of the grantors

Jas A Reid  
A<sup>m</sup> M. Foster

Thomas Freeland   
Jennie Freeland 

State of Mississippi }  
Warren County }  
}

This day personally appeared before me the undersigned a duly commissioned qualified and acting Chancery Clerk within and for said County & State the within named Thomas Freeland and Jennie Freeland his wife to me personally known to be grantors in the foregoing Deed of Trust and acknowledged that they signed executed and delivered the foregoing instrument on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this 5<sup>th</sup> day of November 1892

J. D Laughlin  
Chancery Clerk



The State of Mississippi }  
Warren County }  
}

J. D. Laughlin, Clerk of the Chancery Court of said County hereby certify that the foregoing instrument of writing was filed in my office for record on the 10<sup>th</sup> day of November 1892 at 9 o'clock A.M. and duly recorded in Deed Book 76 pages 278 to 284 inclusive



Witness my hand and seal of said Court this 11<sup>th</sup> day of November 1892  
J. D Laughlin Clerk



J. P. Smith & Mary A. Smith } Filed for Record at 10:30 a.m. Nov 12<sup>th</sup> 1892  
 J. W. Mead } and Recorded Nov 15<sup>th</sup> 1892  
 H. H. Powell (to secure }  
 C. L. Wood) } This Indenture made


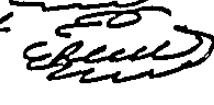
and entered into this 12<sup>th</sup> day of November 1892  
 by and between J. P. Smith & Mary A. Smith parties of the first part and H. H. Powell party of the second part and C. L. Wood party of the third part. Witnesseth: that said parties of the first part are indebted to the party of the third part in the sum of Three Hundred and forty five dollars evidenced by their two promissory notes of even date herewith: one for One Hundred & Eighty Dollars & one for One Hundred and Sixty five dollars due in One & Two years after date respectively with Ten per cent attorneys fees: and that whereas the said parties of the first part are desirous of securing to said party of the third part the prompt payment of said indebtedness at the maturity thereof

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 real estate lying and being in the County of Madison in the State of Mississippi, to wit: S 1/2 E 1/2 of N 1/4 less 10 acres off E. side & E 1/2 S 1/4 & 15 acres off E. side N 1/2 S 1/4 all in section 26 T. 11 R. 3 East. Should said first parties fail to pay either of said promissory notes when due, said Wood or her assigns can declare all said notes due and payable whether so by these terms or not and the Trustee can sell as herein provided. They declare that they own in fee simple the above lands. 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: If the said parties of the first part shall fail or refuse to pay the said party of the third part and her assigns the the amount of said indebtedness 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 enter into and take possession of said real estate and sell the same 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 advertise-

29-5-0  
 Contained by Mary of New York  
 (see copy) 7 not atty  
 Foot

ments 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 & charges of this deed; and of said sale, and then pay the said party of the third part and her assigns the amount of said indebtedness 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

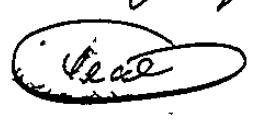
It is understood and agreed by and between the parties to this deed that should the amount furnished as aforesaid at any time exceed the aforesaid sum of Three Hundred and forty five Dollars, said excess shall be and the same is hereby secured under this deed of trust; and if the said parties of the first part shall well and truly pay the amount of said indebtedness under this deed of trust and if the said parties of the first part shall well and truly pay the amount of said indebtedness with all interest due thereon and the costs and charges of this deed, then the said party of the second part shall enter satisfaction of this deed upon the record and the same thereafter shall be null and void. It is further understood and agreed by the parties hereto, that if the said party of the second part shall from any cause fail to perform the duties of trustee as aforesaid, then 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 M. B. Powell 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. All interlineations and erasures were made before execution

J. P. Smith   
 M. A. Smith 

State of Missouri  
 Marion County

Personally appeared before the undersigned Circuit Clerk M. Allen of the said County the within named J. P. Smith & M. A. Smith his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as this act added

Given under my hand and official seal at office this 12<sup>th</sup> day of Nov. A.D. 1892



M. Allen Clerk

Charly Johnson.  $\Sigma$  Filed for Record Nov. 19<sup>th</sup> 1892 at 12 o'clock  
To  $\frac{3}{4}$  Deed  $\Sigma$  and  
Trustees of St John School  $\Sigma$  Recorded Nov 19<sup>th</sup> 1892

In consideration of Five dollars in hand paid & convey and warrant to the Trustees of St John School and their successors in office the land situated in Madison County and described as one acre (1) out of the North West corner of the South Half of South East quarter Sec 9 Township Ten (10) Range 4 East. said land is deeded for school purposes and when ever it ceases to be used for said purposes the title together with the appurtenance shall be re-vested in me or my legal representatives.

Witness my signature

State of Mississippi  $\Sigma$   
Madison County  $\Sigma$

The above incomplete deed was withdrawn by consent of grantor and grantee

Witness my signature this Nov 19<sup>th</sup> 1892

Gas Priestly CLK

W. B. Jones  $\Sigma$  Filed for Record 14<sup>th</sup> December 1892 at 8 o'clock A.M.  
To  $\frac{3}{4}$  Deed  $\Sigma$  Recorded Dec 15<sup>th</sup> 1892 For and in consideration of the sum of Forty Dollars Cash in hand by W. V. Murray I this day transfer and quit all claim to the following described lot of land to-wit: Beginning at a stake North of the Flora and Clinton Road & at intersection of said Road North with the Clinton Flora & Vicksburg Road & running N. 70. Seventy yards to a certain stake thence 140 one hundred and forty yards S. E. to a certain stake thence S. W. to the Clinton & Flora Road, containing two acres - all in town of Flora Madison Co. Miss. Given under my hand & seal this Dec 8/1892 W. B. Jones (Seal)

State of Miss  $\Sigma$   
Madison Co  $\Sigma$

Personally appeared before me the undersigned mayor & ex officio J P of the town of Flora W. B. Jones who acknowledged he signed sealed & delivered the foregoing deed of conveyance as his free act & will

Witness my hand this 8<sup>th</sup> day of Dec 1892

J. C. Hutson Mayor of Flora and ex officio J P

Charles Handy  
Do. J. Dea of French  
Equitable Mortgage Company.

Filed for Record at 2 o'clock P.M. Nov 19<sup>th</sup> 1892  
and recorded November 19<sup>th</sup> 1892  
James Poirer, Clerk

This indenture made this 10th day of November  
A.D. 1892, by and between Charles Handy of the County of Madison State  
of Mississippi party of the first part and P.M. Bonding Trustee Incised of  
the County of Warren State of Mississippi party of the second part and the  
Equitable Mortgage Company of Kansas City Missouri party of the third part  
Witnesseth. That said party of the first part in consideration of the debt and  
trust hereinafter mentioned and granted and the sum of One dollar to the  
said first party paid by the said party of the second part the receipt of  
which is hereby acknowledged. Does by this present Grant Bargain sell  
Convey and Confirm unto said party of the second part the following  
described Real Estate situated in the County of Madison in the State of  
Mississippi. To wit

The North half of lot Four of section six. The east  
half of the east half of the North east quarter and the east half of  
the South east quarter. less thirty acres of the West side thereof of  
section seven. All of section Eight. Eighteen acres in the North West  
corner of section seven. Twelve acres in the North East corner  
of section Eighteen all in Township nine of Range one east contain  
ing Eight thousand acres more or less and known as the  
Addison Place. To have and to hold the same together with all  
and singular the tenements hereditaments appurtenances rights privileges

J. J. Harrou and  
M. E. Harrou  
To & Deed  
John H. Foy

Filed for Record at 5 o'clock P. M. on the  
29<sup>th</sup> of December A.D. 1892 & Recorded December  
30<sup>th</sup> 1892

In consideration of Four hundred and  
seventy five dollars, cash in hand paid. We convey and transfer  
to John H. Foy the land situated in Madison County Mississippi  
and described as the East half of South East quarter section 27  
Township 12. Range 4. East

Witness our signatures this 20<sup>th</sup> day of December 1892  
J. J. Harrou  
M. E. Harrou

State of Mississippi  
Madison County Personally appeared before me Paul Milton a  
Justice of the peace of said County the above named J. J. Harrou  
and wife M. E. Harrou, who severally acknowledged that  
They signed and delivered the foregoing deed of conveyance as their own act  
and deed on the day and year therein named. Witness my hand this 20<sup>th</sup>  
day of December 1892.  
Paul Milton J. P.



Charles Handy  
 Do J Deew Trust  
 P. M. Handy Trust

Filed for record at 2. P.M. Nov 19 1892  
 And recorded Nov 19th 1892

This indenture made the 10th day of November 1892 by and between Charles Handy of the County of Madison State of Mississippi party of the first part and P. M. Handy Trustee herein of the County of Warren State of Mississippi and the Equitable Mortgage Company of Kansas City Missouri party of the second part. Witnesseth that the said party of the first part in consideration of the debt and trust hereinafter mentioned and created, and the sum of one dollar to the said first party paid by the said party of the second part, the receipt of which is hereby acknowledged do by these presents grant bargain and sell convey and confirm unto said party of the second part the following described Real Estate situated in the County of Madison in the State of Mississippi to wit: The north east half of Lot four Section six. The East half of the East half of the North East quarter. And the east half of the South East quarter. Less thirty acres off the west side thereof of Section seven. All of Section Eight. Eighteen acres in the North West Corner of Section Seventeen. Twelve acres in the North East Corner of Section Eighteen. All in Township Nine of Range one East Containing Eight Hundred acres more or less and known as the Anderson Place. And possession of said premises were delivered unto said party of the second part to have and to hold the same, together with all and singular the tenements hereditaments appurtenances rights privileges rents and profits thereunto belonging or in anywise appertaining and all Machinery now upon or which may be hereafter put upon said premises whether attached or detached to said party of the second part, and to his successors hereinafter designated forever; The said party of the first part hereby covenanting with said party of the second part for the use and benefit of said party of the second part, its successors and assigns, that they are lawfully seized of an indivisible estate in fee in said premises, that they have a good right to convey the same, the said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever hereby expressly releasing and conveying all rights of dower or homestead in said premises.

In trust however for the following purposes

It is the duty of the court to see that such sum 4022.60 is well paid & returned before the purchase of the land in trust & the notes were not returned until 1907  
 Not repaid in full  
 Defendant returned

Whereas the said party of the first part is justly indebted to the said party of the third part in the sum of Thirty seven hundred seventy nine and <sup>54</sup>/<sub>100</sub> Dollars according to the tenor and effect of ten certain promissory notes of even date herewith duly executed by the said party of the first part and payable in Gold Coin of the United States of America of the present standard weight and fineness to the order of the Equitable Mortgage Company at its office in New York City State of New York with interest thereon from date thereof at the rate of five per cent per annum according to the date and for the amounts of said notes as follows

No (1) one	due	December	first	1893	For	\$585 <sup>00</sup>	Dollars	
No (2) two	due	December	first	1894	"	\$516 <sup>88</sup>	"	
No (3) three	due	December	first	1895	"	\$468 <sup>42</sup>	"	
No (4) four	due	December	first	1896	"	\$424 <sup>02</sup>	"	
No (5) five	due	December	first	1897	"	\$383 <sup>15</sup>	"	
No (6) six	due	December	first	1898	"	\$345 <sup>02</sup>	"	377 <sup>00</sup>
No (7) seven	due	December	first	1899	"	\$310 <sup>47</sup>	"	
No (8) eight	due	December	first	1900	"	\$278 <sup>02</sup>	"	
No (9) nine	due	December	first	1901	"	\$247 <sup>82</sup>	"	
No (10) ten	due	December	first	1902	"	\$219 <sup>62</sup>	"	

All of said notes providing that if any part of the principal or interest is not paid at maturity it shall bear interest thereafter at the rate of ten per cent per annum payable semi-annually; and if any interest remains unpaid twenty days after due the principal shall become due and collectable at once without notice at the option of the holder

And whereas said party of the first part agrees with said party of the third part and the endorsees or assigns of said promissory notes and each of them to pay all taxes and assessments general and special against said land and improvements when due or within the time required by law; and also to keep the improvements upon said land in good repair and constantly insured in such Companies as said third party may approve of until said notes be paid for the sum of at least \_\_\_\_\_ Dollars. And the policy or policies thereof constantly assigned or pledged and delivered to said party of the third part on the legal holder of said notes for further securing the payment of said notes with power to demand receive and collect any and all moneys becoming payable thereunder and apply the same toward the payment of said notes unless otherwise paid; and also shall furnish no grants and especially of timber except for usual and necessary repairs and firewood; unless the amount in writing of the trustee herein be first obtained. and also to keep said land and improvements thereon free from all statutory liens claims of every kind; and also to protect the title and possession of said premises so that this deed of trust shall be a first lien thereon until said debt is paid, and if any or either of said agreements be not performed as aforesaid then said party of the third part on said

creditors or assigns or any of them may pay such taxes and assessments, and may effect such insurance for said purposes, paying the cost thereof, and may also pay the fiscal judgment for any statutory lien claim and may protect the title or possession of said land, including all costs and attorneys fees and for the repayment of all moneys paid in the premises with interest thereon from the time of payment at the rate of ten per cent per annum. These presents shall be security in like manner and with like effect as for the payment of said notes.

Now if said notes are paid when due and said agreements be faithfully performed as aforesaid then these presents shall be void, and the property herein conveyed shall be released at the cost of said party of the first part. But if default be made in the payment of any of the said notes or any part thereof when due or in the faithful performance of any or either of the agreements as aforesaid or if this deed of trust or the debt or notes secured hereby, shall be taxed under any existing laws of the State of Mississippi or any laws hereafter passed, then the whole amount of said notes shall at the option of the holder of said notes become immediately due and payable without notice to said first party and this deed shall remain in force, and the said party of the second part or his successor or substitute hereinafter provided for may at the request of the holder of said notes proceed to sell the property hereinbefore described and any and every part thereof and all right and equity of redemption of the said party of the first part, and the heirs, executors, or assigns of said party herein at public vendue to the highest bidder at the front door of the Court House in the County of Madison and State of Mississippi first giving twenty days public notice of the time, place and terms of sale and of the property to be sold, by advertisement in some Newspaper published in the County in which the land is situated, or by posting written notices thereof in at least three public places in such County, one of which shall be at the Court House door of such County, and the said trustee may adjourn the sale from time to time in his discretion, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the non payment of the money hereby secured to be paid, existence of said indebtedness so secured, notice by advertisement or posting of notices of sale, the receipt of the money (and the appointment hereby made of said trustee, may become successor as herein provided) shall be prima facie evidence of the truth of such statement or recital, and the said trustee shall receive the proceeds of said sale out of which he shall pay:

First the cost and expenses of executing this trust including fees for each upon the amount of said notes as compensation to the trustee for his services and a sum equal to ten per cent of the amount of said notes as solicitors fees and such to said third party or the endorser or assignee of said premises upon the usual vouchers therefor all moneys paid for insurance and taxes and judgment upon statutory lien claims and cost and interest thereon as hereinbefore provided for. And such all of said notes then due and unpaid including interest then due thereon; and such the principal of said notes as are not due at the time of the sale with interest up to the time of such payment and if not enough therefor then apply what remains; The balance of such proceeds if any shall be paid to the said party of the first part or the legal representatives of said first party or upon default in payment of any one of said notes when due, and so often as such default shall occur at the option of the holder thereof a sale may be had in or like manner as hereinbefore provided of the said premises subject to the lien of this deed of trust for the payment of the remainder of said notes when and as the same become due. The proceeds of such sale to be applied to the satisfaction of such defaulted notes.

And the said party of the second part covenants faithfully to perform the trust herein created.

And the said party of the second part hereby lets the said premises to the said party of the first part until a sale be had under the foregoing provisions hereof upon the following terms and conditions thing to wit. The said party of the first part shall and will surrender peaceable possession of said premises, and any and every part thereof sold under said provisions to said party of the second part or his successors or the purchaser thereof under such sale within ten days after making such sale, and without notice or demand therefor. This deed of trust and the notes secured thereby shall be construed according to the laws of the State of Mississippi.

In the event of the death or absence from the State or the refusal or disqualification from acting hereunder of the said party of the second part or any of his successors herein-after provided for, the said party of the third part by its President or Vice President, its successors or assigns or the then legal holder of the notes by this deed of trust secured shall have full power to appoint by a duly executed deed of appointment duly recorded in the County in which the land herein described is situated a Trustee in the place of said party of the second part or any succeeding Trustee who shall have the



powers which are herein delegated to the said party of the second part.

It is expressly understood and agreed that any release of this deed of trust by said trustee or any of his successors or assigns, the then legal holder of the notes by this deed of trust secured

In witness whereof, the said parties of the first part has hereunto set his hand the day and year first above written

Charles Handy

State of Mississippi 3  
Madison County 2

Personally appeared before me Jas Priestly Clerk of the Chancery Court of Madison County State of Mississippi the within named Charles Handy who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand and official seal this 19<sup>th</sup> day of November AD 1892

Jas Priestly, Clerk  
Madison Co Miss

E. W. Exum 3 Filed for Record Nov 21st 1892 at 10:30 a.m.  
To 3 Mar. Deed 2 and  
R. D. Exum 4 Recorded Nov 21st 1892

In consideration of the sum of Eight Hundred and twenty five dollars cash in hand paid me by R. D. Exum, the receipt of which is hereby acknowledged I, E. W. Exum do hereby convey and warrant unto the said R. D. Exum forever the following described lands lying being & situated in Madison County State of Mississippi, to wit:

E 1/2 E 1/2 of sec 19 & S 1/4 Sec 20 all in Town 11 R. 4 East

Witness my hand and seal this the 5<sup>th</sup> day of August AD 1892

Witness  
Geo St. Watson

E. W. Exum

Territory of Utah 3  
County of Weber 2

On the 29<sup>th</sup> day of Sept AD 1892 personally appeared before me E. W.

Exam the signer of the above instrument who duly acknowledged to me that he executed the same  
Geo. H. Watson  
Notary Public

County of Madison  
State of Missouri  
Notary Public

J. P. Smith } Filed for Record Nov 21<sup>st</sup> 1892 at 12:00 PM  
To } Deed of Trust } Recorded Nov 22<sup>nd</sup> 1892  
J. M. Grafton, Trustee }  
C. W. Egan } and entered into this 21<sup>st</sup> day of November 1892  
by and between J. P. Smith party of the first part and J. M. Grafton  
party of the second part and C. W. Egan party of the third part, Wit-  
nesseth: That the said party of the first part is indebted to the  
party of the third part in the sum of Five Hundred dollars  
evidenced by his Five promissory notes of even date hereinto for the  
sum of Five Hundred dollars each and due respectively on the 1<sup>st</sup>  
days of November 1893 + 1894 with interest at 10% per annum  
from date: 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 said indebtedness at the maturity thereof  
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  
has 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 des-  
cribed real estate lying and being in the County of Madison in  
the State of Missouri to wit:

1/2 1/2 of Sec 26 & 20 acres off  
East Side of E 1/2 N 1/4 and of N 1/4 S E 1/4 of Sec 26 & 11  
R. 3E containing one hundred acres more or less: To have and to  
hold the same unto the said party of the second part his heirs, exe-  
cutors administrators and assigns and the successors of him For  
Ever: in trust, nevertheless upon these terms and conditions, that  
is to say, if the said party of the first part shall fail or  
refuse to pay the said party of the third part and his as-  
signs the amount of said indebtedness on or before the matura-  
nty 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 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 and then pay the said party of the third part and his assigns: and if the said party of the first part shall well and truly pay the amount of said indebtedness 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 hereto that if the second part shall from any cause fail to perform the duties of Trustee, as aforesaid then 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 J. M. Grafton Trustee aforesaid. In Testimony Whereof the said party of the first hereunto sets his hand and seal on the day and year first above written. All interlineations and erasures were made before signing.

J. P. Smith

State of Mississippi 3  
Madison County 2

Personally appeared before the undersigned Chancery Clerk James Priestly of the said County the within named J. P. Smith 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 21<sup>st</sup> day of November A.D. 1892

Jas Priestly Clerk  
By J. M. Grafton DC

A. D. Walker } Filed for Record 23<sup>rd</sup> Nov 1892 at 4 o'clk PM  
 To 3/4 Deed } and Recorded Nov 23<sup>rd</sup> 1892  
 Louisa Whitmeyer } In consideration  
 of the sum of Seventy dollars cash in hand paid me  
 by Louisa Whitmeyer the receipt whereof is hereby ack-  
 nnowledged. I, A. D. Walker do hereby convey unto the said  
 Louisa Whitmeyer forever the following described lands  
 in Madison County State of Mississippi to wit:  
 S E 1/4 of E 1/4 Sec 15 Town 10 Range 2 East  
 Witness my hand & seal this the 22<sup>nd</sup> day of November 1892  
 A. D. Walker *(Seal)*

The State of Mississippi }  
 Madison County }

Personally appeared before the  
 undersigned clerk of the Chancery Court of said County  
 the within named A. D. Walker who acknowledged that  
 he signed and delivered the foregoing deed on the day  
 and year therein mentioned as his act and deed  
 Given under my hand and official seal this  
 22<sup>nd</sup> day of November 1892  
 Jas Priestly Clerk  
 By J. M. Grafton D C

H. B. Jones } Filed for Record Nov 22<sup>nd</sup> 1892 at 5 o'clk P.M. and  
 To 3/4 Quit Claim Deed } Recorded Nov 22<sup>nd</sup> 1892  
 Miss Ellen & Maggie Murphy } For and in consideration  
 of the sum of Seventy five dollars cash in hand paid I this day transfer  
 and quit claim to Miss Ellen & Maggie Murphy to the following described  
 lot and parcel of land to wit - all of lot 6 square 20 all in the town  
 of Flora Madison County Miss together with all improvements and appur-  
 tenances thereto belonging. Given under my hand and seal  
 this Nov 21<sup>st</sup> 1892  
 H. B. Jones *(Seal)*

State of Mississippi }  
 Madison County }

Personally appeared before me Mayor & C  
 officio Justice of the Peace of the town of Flora H. B. Jones who ack-  
 nnowledged he signed sealed and delivered the foregoing  
 deed on his free act and will.  
 Witness my hand seal this 21<sup>st</sup>  
 day of November 1892  
 J. C. Hutson  
 Mayor & C officio J.P.



Sallie M. Durfey and Edward R. Durfey } Filed for Record 24<sup>th</sup> of November 1892  
 To 1/2 Decd of Trust } at 9<sup>30</sup> o'clock A. M. and Recorded  
 W. W. Powell Trustee } Nov. 24<sup>th</sup> A. D. 1892  
 to secure James M. Litch

This indenture, made and entered into this 23<sup>rd</sup> day of November A. D. 1892, by and between Sallie M Durfey & Edward R. Durfey her husband, parties of the first part, and W. W. Powell, party of the second part, and James M. Litch party of the third part, witnesses: That the said parties of the first part are indebted to the party of the third part, in the sum of one hundred & Ten Dollars, evidenced by their promissory note given date here with, due and payable one year after date with 10% interest & attorneys fees after maturity

Now therefore, in consideration of the promise, 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 estate, lying and being in the county of Madison in the State of Mississippi to wit: T. 12 S. W. 1/4 Sec. 30. Town 9. Range 3. East. 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 the terms and conditions, that is to say: if the said parties of the first part shall fail or refuse to pay the said party of the third part, and his assigns, the amount of said indebtedness, due 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 successors of him may, enter into and take possession of said real estate, and sell the same, 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 advertise ments thereof in one or more convenient public places, and convey the estate so sold to the purchaser by posting advertise ments thereof in one or more convenient public places, and convey

Nov 23. 1893. Subscribed for J. M. Litch.

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 successors of him, shall 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, 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. It is understood and agreed by and between the parties to this deed, that should the amount furnished as aforesaid, at any time exceed the above said sum of one hundred & Ten Dollars, said excess shall be, and the same is hereby secured under this Deed of Trust. And if the said parties of the first part shall well and truly pay the amount of said indebtedness, 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 aforesaid, then 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 W. H. Powell 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.

all instrumentalities & expenses were } Sallie M. Durfee  
 made before execution } E. R. Durfee

State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Justice of Peace, of the said County, the within named  
 Sallie M. Durfee & E. R. Durfee, 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 23<sup>rd</sup>  
 day of November A. D. 1892

Thos. F. Leonard J. P.

N. B. Jones                      } Filed for Record Nov 26<sup>th</sup> 1892 at 8 o'clock a.m.  
 To Quit Claim Deed            } + Recorded Nov 26<sup>th</sup> 1892.  
 J. G. Holmes                    }

Know all men by these presents that whereas J. N. B. Jones of State of Mississippi the aforesaid County and State did Madison County on the 21<sup>st</sup> day of January 1890 by quit claim deed convey to J. G. Holmes a lot of land situated in the town of Flora which lot of land was described in said deed as follows: Beginning at the South East corner of Lot 19 and running South 25 feet thence West 100 feet thence North to the South boundary line of Lot No 19 and whereas there is a mistake or error in the description of the land which is intended to convey by said quit claim deed the said N. B. Jones wishing to correct said mistake do make this quit claim deed to the said J. G. Holmes in lieu of the aforesaid deed and in consideration of the said sum of Ninety dollars which is stated in the aforesaid deed - the receipt of which I hereby acknowledge to have been paid me in Cash by the said J. G. Holmes and the vendors lien which was retained in the aforesaid deed to secure its payment is hereby released - do hereby grant bargain sell release and quit claim unto him the said J. G. Holmes of said County of Madison State of Mississippi all my right title and interest in and to the following described lot of land situated in the town of Flora Madison County State of Mississippi - to wit: Beginning at the South East corner of Lot No 19. Thence South along the Rail Road right of way 25 feet. Thence South West 100 feet to a stake forty (49) nine feet from the North West corner of N. B. Jones Brick Store. Thence North West to a stake intersecting the South line of Lot No 19. Thence East to the place of beginning 100 ft. To have and to hold unto him the said J. G. Holmes his heirs and assigns said lot of land together with all the improvements thereon and all the rights privileges hereditaments and appurtenances thereto belonging.

Witness my hand this 16<sup>th</sup> day of November 1892  
 N. B. Jones Seal

The State of Mississippi }  
 The County of Madison } Personally appeared before

me O. W. Phillips a Justice of the Peace of the County of Madison the within named W. B. Jones who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned  
 Given under my hand and seal this the 16<sup>th</sup> day of November A D 1892  
 O. W. Phillips J P

E. F. Gaddis     2 Filed for Record Nov 26<sup>th</sup> 1892 at 8:15 o'clock  
 To     2 and  
 J. G. Holmes     2 Recorded Nov 26<sup>th</sup> 1892  
 State of Mississippi  
 Madison County

In consideration of One hundred and twenty two dollars I convey and warrant to J. G. Holmes that part of lot A in section (19) in Flora Miss which begins at the South East corner of said lot and runs North West and parallel with the right of way of the S. C. R. R. forty one feet then South West one hundred feet to an iron stake, thence South fourteen (14) feet to the South line of lot nineteen (19) thence one hundred feet to the point of beginning.  
 Witness my signature the 25<sup>th</sup> day of Nov A D 1892  
 E. F. Gaddis

The State of Mississippi  
 The County of Madison  
 Personally appeared before me O. W. Phillips, a Justice of the Peace of the County of Madison the within named E. F. Gaddis who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned  
 Given under my hand this 25<sup>th</sup> day of Nov 1892  
 O. W. Phillips J P



J. G. Holmes } Filed for Record Nov 26<sup>th</sup> 1892 at 8<sup>20</sup>  
 Go } Quit claim Deed } o'clock A. M. & Recorded Nov 26<sup>th</sup> 1892  
 Messrs Watson & Wilson }

"The State of Mississippi Madison County"

Know all men by these presents that J. G. Holmes of the above said County and State - for and in consideration of the sum of Four Hundred and Seventy Dollars to be paid me on the first day of January A. D. 1893 by Messrs Watson & Wilson - composed of J. C. Watson and G. W. Wilson - which is evidenced by their promissory Vendor note of even date herewith - which note is marked "No. 11" for identification - have granted bargained, sold conveyed released - remised and quit claimed and do hereby - grant bargain - sell - convey - release - remise and quit claim unto them the said Watson and Wilson of the County of Madison and State of Mississippi - all my right title and interest in and to the following described lot of land situated in the town of Flora in Madison County State of Mississippi more particular as described by notes and bonds as follows Viz: Beginning at the South East corner of Gaddis & Holmes Store thence South along the Y & M. V. Rail Road Right of way sixty six feet. Thence South west one hundred feet parallel with W. B. Jones brick Store to an iron stake forty nine feet from the North west corner of W. B. Jones brick Store - Thence North west sixty six feet to an iron stake about thirteen feet North of the South line of Lot Number 19 - Thence North East one hundred feet along the South line of Gaddis & Holmes Store to the Y & M. V. Rail Road Right of way the place of beginning. To have and to hold unto them the said Messrs Watson & Wilson their heirs and assigns said lot of Land together with all the improvements thereon - the rights and privileges - hereditaments and appurtenances thereto belonging. The Vendor here is retained herein to secure the prompt payment of said note for \$470<sup>00</sup> Witness my hand this - day of November A. D. 1892

J. G. Holmes

The State of Mississippi  
 The County of Madison

Personally appeared before me O. W. Phillips a Justice of the peace of Madison County, the within named J. G. Holmes, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand this 25<sup>th</sup> day of November 1892 O. W. Phillips J. P.

J. H. Mitchell } Filed for record 28<sup>th</sup> November 1892 at 8:00 AM  
To } Deed } + Recorded Nov 28<sup>th</sup> 1892

J. S. Edwards } In consideration of Seven  
Hundred dollars in hand paid I convey and warrant  
to J. S. Edwards the following described lands situated in  
Madison County Mississippi and known as East half of  
North West Quarter of Section Twenty Eight Township  
Twelve Range 5 East containing Eighty acres more or  
less. Witness my signature this 28<sup>th</sup> November 1885  
State of Mississippi } J. H. Mitchell  
Madison County }

Personally appeared before me  
the undersigned Justice of the Peace of the County of  
said James H. Mitchell who acknowledged that he sign-  
ed and delivered the foregoing Deed as his own  
act and deed on the day and year therein named  
Witness my hand this 26<sup>th</sup> day of December 1885  
Edw. Hill J.P.

Annie Demas Powell } Filed for Record Nov 28<sup>th</sup> 1892 at 12:30 PM  
To } Deed } + Recorded Nov 28<sup>th</sup> 1892

Minnie L Powell } In consideration  
Arthur H Powell } of the love and affection that I bear  
Henry H Powell } for my children viz: Annie L Powell  
Claude D Powell } Arthur H Powell, Henry H. Powell, Claude  
Lena D Powell } D Powell, S Gwynn Powell and Lena D Powell. I Annie  
Demas Powell do hereby convey and warrant unto them  
subject to the limitations hereinafter set out and subject  
to my homestead rights the following described property  
to wit: situated in Madison Co. State of Miss.

160  
80  
50  
30

$\frac{160}{2} = 80$   
 $\frac{80}{2} = 40$   
 $\frac{40}{2} = 20$   
The of 1/4 &  
1/2 of 1/4 sec 34 & 10 acres off the West side of 1/4  
& 1/2 of 1/4 sec 35 all in Town 9 R. 1 West. The  
160 acres of the above land which is my homestead  
I reserve the title until my death. The above grantees  
shall not have the power to sell or divide any of  
the above lands until the youngest child above  
named shall have attained the age of 21 years.  
Witness my hand & seal this the 28<sup>th</sup> day of Nov 1892  
State of Mississippi } Annie Demas Powell seal  
Madison County }

Personally appeared before the undersigned

signed Clerk of the Chancery Court of the said County the within named Annie Dimes Powell who acknowledges that she signed and delivered the foregoing deed on the day and year therein mentioned as her act and deed.

Given under my hand and official seal at office this 28<sup>th</sup> day of Nov 1892

Jas Priestly Clerk

Henry H. Studiker } Filed for Record 28<sup>th</sup> Nov 1892 at 4:00 PM  
To } 3/4 deed } Recorded Nov 28<sup>th</sup> 1892

Miss State Bank } In consideration of Seven Hundred dollars cash in hand paid to me by the Miss State Bank of Canton Miss. the receipt of which is hereby acknowledged I convey and warrant to the Mississippi State Bank of Canton Mississippi the following described lands being and lying in Madison County State of Mississippi and being my own half undivided interest in 51 acres in S 1/4 East of Livingstone Jackson Road Sec 858 R 1 East. N 1/2 S 1/4 less 20 acres in N W corner Sec 958 R 1 East. 6 acres off S W corner of S E 1/4 Sec 958 R 1 East. 20 acres off South end of E 1/2 N 1/4 Sec 958 R 1 East. E 1/2 S 1/4 less 5 acres off S E corner Sec 958 R 1 East. 6 acres in N W corner of N 1/2 S E 1/4 Sec 958 R 1 East. 4 acres off N E corner of N 1/2 S 1/4 Sec 958 R 1 East. 18 acres off N E corner of S E 1/4 Sec 1758 R 1 E. 138 acres in N 1/4 North of Livingston Jackson Road Sec 1658 R 1 East

Witness my hand and seal on this the 28<sup>th</sup> day of November 1892

Henry H. Studiker

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Notary Public in and for the City of Canton County & State aforesaid Henry H. Studiker who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as for the purposes therein expressed

Witness my hand and official seal this 28<sup>th</sup> day of November 1892

Robt. Powell  
Notary Public

J. H. & C. H. Harrison & Recorded Nov 29<sup>th</sup> 1892 + Filed for  
To 3/4 Need 3/4 record Nov 29<sup>th</sup> 1892 at 8:00 AM -  
E. H. Melvin 1/2

In consideration of Three Hundred and Ten dollars we convey and warrant to E. H. Melvin the following land situated in Madison County Mississippi to wit: E 1/2 of N 1/4 + S 1/2 of N 1/2 of N 1/4 Section 33 Township 11 Range 4 East

Witness our signatures this 25<sup>th</sup> day of November 1892

J. H. Harrison  
C. H. Harrison  
State of Mississippi 2  
Madison County 2

Personally appeared before the undersigned Justice of the Peace of the said County the within named J. H. Harrison and wife C. H. Harrison who acknowledges that they signed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed

Given under my hand and seal this 20<sup>th</sup> day of November 1892

Saml. Abilton J.P.

John H. McKay & Filed for record Nov 29<sup>th</sup> 1892 at 9:00 am  
Cornelia P. McKay & Recorded Nov 29<sup>th</sup> 1892  
To 3/4 Need

This Indenture made and entered into this the 13<sup>th</sup> day of October 1892 by and between John H. McKay and his wife Cornelia P. McKay of the County of Madison and State of Mississippi parties of the first part: And M. H. Hickerson of the County of Madison and State of Mississippi party of the second part: Witness: That for and in consideration of the sum of Fifty Dollars, cash in hand paid the receipt of which is hereby acknowledged, have this day granted bargained sold and conveyed and do hereby grant bargain sell and convey to M. H. Hickerson the following certain tract piece or parcel of land in the County of Madison and State of Mississippi particularly described as follows to wit:

Lot Eleven (11) of Block "A" of the town of Germania Madison County Mississippi according to a map of said town which is recorded in Book N N Page 308 of the records of real estate conveyances in the office of the Chancery Clerk of Madison



County, Mississippi to have and to hold with all its appurtenances to him, the said W. H. Hickson his heirs & assigns forever and that the parties of the first part will forever warrant & defend the title of the aforesaid land to him the party of the second part his heirs and assigns forever against all lawful claims whatsoever

In testimony whereof the parties of the first part have herein affixed their names & seals

State of Mississippi  
Madison County

John H. McKay  
Cornelia P. McKay

Personally appeared before the undersigned Chancery Clerk in and for the said County John H. McKay and Cornelia P. McKay his wife who severally acknowledged that they signed the foregoing for the purposes therein expressed as their voluntary act and deed.

In witness my hand and seal this 13<sup>th</sup> day of Oct 1892  
Jas Priestly Clerk

State of Mississippi Filed for Record Nov 29<sup>th</sup> 1892 at 2:30 P.M.  
Madison County Recorded Nov 29<sup>th</sup> 1892

In consideration of \$1000  
Hundred and Seventy five dollars we grant bargain sell convey and warrant to J. B. Cauthin the land described as the 5 3/8 acres off of the north side of the S 1/2 of N E 1/4 of sec 12 Township 11 Range 5 East and 26 2/3 acres off of the north side of the N 1/4 of N E 1/4 of sec 7 Township 11 Range 5 East and 26 2/3 acres off the south side of the S 1/2 of N E 1/4 of the South East 1/4 of section 12 Township 11 R 5 East 13 1/3 acres off the south side of S E 1/4 of the N E 1/4 and 13 1/3 acres off the north side of the N E 1/4 of S E 1/4 of section 7 Township 11 R 5 East containing 160 acres more or less, 53 acres more or less lying in the County of Deade and 107 acres lying in the County of Madison State of Mississippi

Witness our signatures this the 2<sup>nd</sup> day of February A.D. 1892

M. J. Draper  
M. A. Draper  
W. M. Draper

State of Mississippi  
Madison County

Personally appeared before me W. J. Linn a Justice of the Peace of said County with parties Mrs M. J. Draper Miss M. A. Draper and W. M.

Deeper who acknowledged they signed the within instrument of writing as their own act and deed on the day and Year herein mentioned.

Witness my hand this the 22<sup>nd</sup> day of February A.D. 1892. W. T. Linn J.P.

A. Tullis  
L. J. Tullis  
To 3 Deed  
J. B. Cauthen

State of Mississippi & Filed for Record Nov 29<sup>th</sup> 1892 at 20:00 PM  
Madison County & Recorded Nov 29<sup>th</sup> 1892

In consideration of Two Hundred and Seven Dollars we convey grant bargain and warrant to J. B. Cauthen the land described as the 5 3/8 acres off of the South side of the 1/2 of the S 1/4 Section 12 Township 11 R. 5 East, 26 2/3 Acres off of the South side of the 1/2 of the S 1/4 of Section 7 Township 11 Range 6 East containing 80 acres more or less in the County of Madison the State of Mississippi.

Witness our hands this 24<sup>th</sup> October 1892  
A. Tullis  
L. J. Tullis

The State of Mississippi &  
Madison County &

Personally appeared before the undersigned W. T. Linn a Justice of the Peace of the said County the within named A. Tullis & L. J. Tullis who acknowledged that they signed and delivered the foregoing Deed on the day and Year therein mentioned as their act and deed  
Given under my hand and seal this 24<sup>th</sup> day Oct 1892  
W. T. Linn J.P.

This is the commencement of a land Chattel Mortgage & should not have been placed in this Book

W. T. Linn & Filed for record Nov 29<sup>th</sup> 1892 at 20:00 PM  
To 3 J. T. & Recorded Nov 29<sup>th</sup> 1892 in

J. R. Sheward & This Indenture made  
J. B. Cauthen & and entered into this 5<sup>th</sup> day of April A.D. 1892 by W. T. Linn party of the first part J. R. Sheward party of the second part and J. B. Cauthen party of the third part. Witnesseth: That the said party of the first part is indebted to the party of the third part in the sum of Two Hundred and Twelve Dollars evidenced by his note of even date due and payable on the 1<sup>st</sup> of December 1892. 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 said indebtedness and the al-

James Porchard and } Filed for Record December 3<sup>rd</sup> at 11<sup>45</sup>  
Ballie Porchard } 1892 + Recorded December 3<sup>rd</sup> 1892

To } Decd of Trust }  
Angelo Garbarino } This indenture, made and entered into this 3<sup>rd</sup> day  
of December A. D. 1892 by and between James Porchard + Ballie  
Porchard his wife, parties of the first part and W. H. Powell, party  
of the second part, and Angelo Garbarino party of the third part  
Witnesseth: that the said parties of the first part are indebted to the party  
of the third part in the sum of Three thousand + Twelve (\$312<sup>00</sup>)  
Dollars, evidenced by their three promissory notes of even date herewith  
for \$ 112<sup>00</sup>, \$ 108<sup>00</sup> + \$ 92<sup>00</sup> due in one, two + three years respectively  
after date with 10% after maturity + c

Now, Therefore, in consideration of the promise, as well as for and  
in consideration of the sum of Five 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 estate, lying and being  
in the County of Madison in the State of Mississippi  
to wit: The S E 1/4 of S E 1/4 Sec 5 acres out of the S E corner  
in Sec. 14 Town 9 Range 3 East - should default be made in  
the payment of either of said notes, said Garbarino or his assigns  
are empowered in their opinion to declare all of said notes due  
+ payable, whether so by their terms or not + the trustee can sell  
as herein provided - said parties of the first part their Dwelling  
house on said lands insured for \$ 150<sup>00</sup> against loss by fire  
payable to said Garbarino or his assigns + should they fall, said  
Garbarino, can insure

To have and to hold the same unto the said party of the second  
part, his heirs, executors, administrators and assigns, and the suc-  
cessors of him Forever; in Trust, nevertheless, upon these terms and  
conditions, that is to say: If the said parties of the first part  
shall fail or refuse to pay the said party of the third part, and  
his assigns, the amount of said indebtedness, 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 enter into  
and take possession of said real estate, and sell the same  
before the door of the Court house, in the City of Canton  
at public auction, to the highest bidder, for cash, after giving

The balance 152 - due on day stated - I met Wm King fence without witness  
to North Harbor was 2047 on 2/17/92  
I also paid in full this March 5<sup>th</sup> 1898  
Cant. James Powell Trustee

10 days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements there of 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 costs and charges of this Deed, and of said sale, and then pay the said party of the third part, and his assigns, the amount of said indebtedness, 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, and their assigns. It is understood and agreed by and between the parties to this deed, that should the amount furnished as aforesaid at any time exceed the aforesaid sum of Three hundred & Twelve Dollars, said excess shall be, and the same is, hereby secured under this deed of trust; and if the said parties of the first part, shall well and truly pay the amount of said indebtedness, and all interest due thereon, and the costs and charges of this deed, then the said party of the second part shall enter satisfaction of this deed upon the record thereof, <sup>the same</sup> and there forward shall be null and void. It is further understood and agreed by the parties hereto, that if the said party of the second part shall, from any cause fail to perform the duties of trustee, as aforesaid, then in that case, the said party of the third part or his assigns, shall in writing, appoint another trustee in his place, whose actions and doings in the premises shall be as binding as if done by the said W. H. Powell 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. All intermissions & traverses were made before execution.

Attest  
W. J. Brown

James <sup>his</sup> Porchard (seal)  
Sallie <sup>her</sup> Porchard (seal)

State of Mississippi }  
Madison County } Personally appeared before the undersigned  
ed, Chancery Clerk James Priestley of the said County, the  
within named James Priestley & Sallie Porchard  
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 3<sup>rd</sup> day of December A.D. 1892 } Jas. Priestley Clerk  
} W. J. M. Grapton D. C.



J. A. Varnell  
To 3 Deed  
Mrs M. B. Varnell

1/2 Filed for Record Dec 30<sup>th</sup> 1892 at  
12 o'clock M. & Recorded Dec 30<sup>th</sup> 1892

Flora Miss Nov 23<sup>rd</sup> 1892

In consideration of the sum of Two Hundred and fifty dollars paid cash in hand I this day sell transfer and convey to Mrs M. B. Varnell all of my rights and interest in the following described house and lot situated in the town of Flora and warrant title. Beginning at the S.E. corner of Lot No 4 in square 3 in the town of Flora Madison County Miss on Centre Street S 14° E 481 feet thence along a hedge 201 feet thence N 14° West 297 feet to the S.W. corner of said Lot No 4 + thence N. 76° East 200 feet to the point of beginning. All of said land situated in the town of Flora Madison County State of Mississippi.

Given under my hand & seal this the 23<sup>rd</sup> day of Nov. 1892  
J. A. Varnell Seal

State of Mississippi  
Madison County

Personally appeared before me an undersigned mayor and Ex. officio J.P. in and for the County & State of said John Varnell who acknowledged he signed sealed and delivered the above deed of conveyance as his free act and will

Sworn and subscribed to before me this the 23<sup>rd</sup> day of November A.D. 1892  
J. C. Houston Mayor of Flora  
& Ex officio

Sarah A. Lacoste &  
Annie Anderson Lacoste  
To 3 Deed  
Ben M. Huesdorffer

Filed for Record on the 6<sup>th</sup> day of December A. D. 1892 at 12 o'clock M. and Recorded December 6<sup>th</sup> 1892

In consideration of the sum of one hundred Dollars cash in hand paid me by Ben M. Huesdorffer, the receipt of which is hereby acknowledged by Sarah A. Lacoste & Annie Anderson Lacoste do hereby convey & warrant unto the said Ben M. Huesdorffer forever the following described lands lying in Madison

Co State of Mississippi, to wit:  
 That lot of land beginning on the South Boundary line of  
 sec 24 in Town 9. Range 2. East at a point where the  
 right of way of the S. C. R. R. intersects said Boundary,  
 Thence north with said right of way 200 feet to a stake,  
 Thence west 200 feet to a stake, Thence South 200 feet  
 to said South Boundary of said sec 24 & Thence East  
 200 feet to the beginning. Said lot is bounded on the North  
 & west by lands of Horace Handy & on South by lands  
 lately owned by C. C. Shackelford & on the East by the  
 S. C. R. Road right of way  
 Witness our hands & seals this October 1<sup>st</sup> 1892  
 Mrs Sarah A. Lacoste Real  
 E. B. Lacoste

State of Louisiana  
 Parish of Orleans

Personally appeared before the undersigned  
 Notary Public in & for said State & Parish, Sarah A Lacoste  
 & Annie Anderson Lacoste, who acknowledged that they signed  
 sealed & delivered the foregoing Deed to Ben McWadsworth  
 on the day & year therein mentioned as their act & deed  
 Witness my hand & official seal this the 31<sup>st</sup> day of  
 October A. D. 1892  
 J. D. Charbonnet Notary Public

J. D. Charbonnet  
 Notary  
 Public  
 Orleans Parish La

Geo W. Carlisle and Virginia Carlisle } Filed for Record at 8 o'clock a. m on the  
 To: } 8<sup>th</sup> day of December A. D. 1892 & Recorded  
 Anderson L. Blake } December 8<sup>th</sup> 1892

In consideration of Four Hundred and  
 Eighty Dollars; Thirty dollars of which is paid in cash  
 and the remainder represented by three promissory notes  
 of One hundred and fifty dollars each, dated of this date,  
 and bearing interest at the rate of eight per cent per  
 annum from date, till paid, said notes being payable  
 to our order, on or before December 20<sup>th</sup> 1893, December  
 20<sup>th</sup> 1894, and December 20<sup>th</sup> 1895 respectively. We sell convey  
 and warrant to Anderson L. Blake the title to the  
 South East quarter (S E 1/4) of section Twenty one (21) of  
 Township Eight (8) of Range Two (2) West, containing  
 one hundred and sixty acres of land more or less,  
 and situated in the County of Madison and

State of Mississippi

Witness our signatures this the 1<sup>st</sup> day of October 1892

G. W. Carlisle  
Virginia Carlisle

The State of Mississippi  
Hinds County

Personally came before me E. M. Parker a Notary Public in and for the City of Jackson Hinds County Mississippi G. W. Carlisle and Virginia Carlisle who acknowledged that they signed and delivered the foregoing deed on the date thereof as their own act and deed.

Witness my hand and official seal at Jackson this October 3<sup>rd</sup> 1892

E. M. Parker  
Notary Public

E. M. Parker  
Notary Public  
Jackson Mississippi

E. M. Maxwell } Filed for Record at 12 o'clock A. M. on the  
7<sup>th</sup> & Deca } 8<sup>th</sup> day of December A. D. 1892 and Recorded the 8<sup>th</sup>  
J. M. Shelby } day of December 1892

In consideration of security five dollars in hand paid I convey and warrant to J. M. Shelby the following Real Estate situated in Camden Madison County State of Mississippi and described as two (2) acres, commencing at the South East corner of Lott, owned by William Clayton next to J. W. Evans Lott, South to Lott owned by Emma Maxwell, thence East to public Road, thence North to the beginning

Witness my signature this 17<sup>th</sup> day of September 1892

E. M. Maxwell

State of Mississippi  
Madison County

Personally appeared before me the undersigned Justice of the Peace E. M. Maxwell who acknowledged that she signed and delivered the foregoing Deed of Conveyance as her own act and deed on the day and year therein named

Witness my hand this 17<sup>th</sup> day September 1892

Sam Melton, J. P.

Mrs Horra Vance. Filed for Record @ #4<sup>10</sup> o'clock P. M on the  
 Joe Barnes and } 9<sup>th</sup> day of December A. D. 1892 and Recorded  
 Ashberry Barnes } December 9<sup>th</sup> 1892  
 To & Deed of Conveyance

Elizabeth Harter This indenture, made in the County of  
 Madison - and State of Mississippi on the 1<sup>st</sup> day of  
 December in the year A. D. 1892 by and between Mrs  
 Horra Vance nee Barnes. Joe Barnes and Ashberry  
 Barnes, parties of the first part and Mrs Elizabeth  
 Harter of Canton Mississippi of the second part; wit-  
 nessed, that the said parties of the first part for and  
 in consideration of the sum of Two hundred & seventy  
 five Dollars to them in hand paid by the said party  
 of the second part. The receipt whereof is hereby ac-  
 knowledged, and the said party of the second part and  
 her heirs, executors and administrators, forever released  
 and discharged therefrom by these presents, have  
 granted, Bargained, sold, aliened, Released, Conveyed  
 and Confirmed, and by these presents, do Grant  
 Bargain, sell, Alien, Release, Convey and Confirm  
 unto the said party of the second part and her heirs  
 and assigns forever.

All those two certain lots tracts and parcels of land  
 situated, lying and being in the County of Madison  
 in said State of Mississippi and described as  
 follows to wit First: Beginning at the S E corner  
 of the N E 1/4 of Section 20 T. 9. R. 3. East and run-  
 ning due North to a stake; thence due West to  
 a ditch; thence due South to the Southern Boundary  
 of said 1/4 Section; thence due East to the beginning, so  
 as to include 30 acres, being the same tract of land  
 conveyed to S. B. Barnes by Mills Love by deed  
 Nov 12<sup>th</sup> 1875; and Recorded in Book N. S. page 393  
 of the Records of Deeds of said County. Second;  
 Three acres more or less lying North of the Public Road  
 leading from Canton to Carthage in said County  
 and State it being 3 acres off of the N W corner  
 of the East half of the S E 1/4 Sec. 20 T. 9. R. 3. East  
 being the same tract conveyed to the said S. B.  
 Barnes by S. E. Macy and A. R. Macy by deed  
 dated the 6<sup>th</sup> day of Sept 1872 and Recorded in Book  
 H. H. page 329 of the said Records of Deeds.



The <sup>said</sup> above described property having descended to the said parties of the first part as the sole heirs at law of the said S. B. Barnes, deceased. Together with all and singular the appurtenances, hereditaments, privileges and advantages unto the same belonging; and also all the estate, right, title, interest, property and claim whatsoever, at law or in equity, of them the said parties of the first part of, in and to the same.

~~Described of~~ To have and to Hold the above granted and described premises, with the appurtenances, unto the said party of the second part and her heirs and assigns forever and the said parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant, grant, promise and agree, to and with the said party of the second part and her heirs and assigns, that they the said parties of the first part and their heirs, executors and administrators, the above granted and described premises unto the said party of the second part and her heirs and assigns, against the said parties of the first part, and against all persons whomsoever, lawfully claiming or to claim said premises, or any part thereof, shall and will warrant, and by these presents forever defend. In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

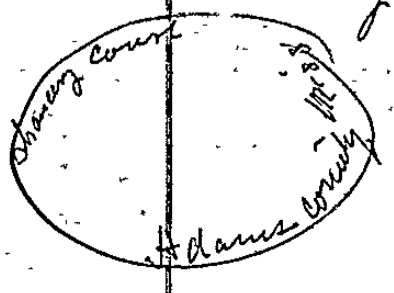
Harrie Vance  
 Joe Barnes Joe Barnes  
 Ashbury Barnes

The State of Mississippi ss.  
 Adams County

On this 1<sup>st</sup> day of December A. D. 1892, before me, Allison H. Foster, Chancery Clerk of said County, personally came and appeared the above named grantors Harrie Vance, Joe Barnes & Ashbury Barnes and acknowledged that they signed and delivered the foregoing conveyance to the Grantee Elizabeth Harter and on the day and year therein named, as their own voluntary act and deed.

In Testimony whereof, I hereunto subscribe my name, and set my seal of office the 1<sup>st</sup> day of December 1892

Allison H. Foster Clerk  
 By H. A. Foster D. C.



J. J. Anderson & Katie Anderson } Filed for Record at 11<sup>40</sup> o'clock A. M. on the 12  
 To } Deed } day of December A. D. 1892 & Recorded Dec  
 E. H. Exum } 12<sup>5</sup> of December 1892.

In consideration of the sum of Four hundred dollars we convey and warrant to E. H. Exum, that certain tract or parcel of land lying and being in the county of Madison and State of Mississippi and described as twenty (20) acres off the east side of E<sup>1</sup>/<sub>2</sub> St W<sup>1</sup>/<sub>4</sub> and W<sup>1</sup>/<sub>2</sub> St E<sup>1</sup>/<sub>4</sub> less 20 acres off east side, and N<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> Sec 26 T. 4. Range 3 East.

Given under our hands this the 6<sup>th</sup> day of Feby 1889  
 J. J. Anderson  
 Katie Anderson

State of Mississippi  
 Madison County

Personally appeared before me the undersigned Justice of the Peace of the county aforesaid J. J. Anderson and wife Katie Anderson, who acknowledged that they signed and delivered the foregoing Deed of conveyance as their own act and deed on the day and year therein. Witness my hand this 6<sup>th</sup> day of February 1889  
 Samuel Milton J. P.

J. W. Barlow, Bettie B. Barlow } Filed for Record at 12 o'clock M on the  
 A. B. Alkinson & Lula F. Gray } 12<sup>th</sup> of December A. D. 1892 and  
 To } Deed } Recorded December 12 A. D. 1892  
 A. L. Blake }

"State of Mississippi Bolivar County"

In consideration of one hundred dollars the receipt of which is hereby acknowledged, we grant, bargain, sell, convey and warrant to A. L. Blake, the title to the east half (E<sup>1</sup>/<sub>2</sub>) of the South West quarter (S W<sup>1</sup>/<sub>4</sub>) Section Twenty one (21) Township eight (8) Range Two West (2) and the North half (N<sup>1</sup>/<sub>2</sub>) of the west half (W<sup>1</sup>/<sub>2</sub>) of the North East quarter (N E<sup>1</sup>/<sub>4</sub>) of Section Twenty eight (28) Township eight (8) Range Two West, containing one hundred and twenty acres of land more or less and situated in Madison County in the State of Mississippi. Witness our signature this the 23<sup>rd</sup> day of November 1892

J. W. Barlow  
 Bettie B. Barlow  
 A. B. Alkinson  
 Lula F. Gray

Acknowledged on other side

State of Mississippi  
Bolivar County

Personally appeared before me P. P. Deane  
a Justice of the Peace for the above County and State  
J. W. Barlow, Mrs Betty B. Barlow and A. B. Atkinson,  
who acknowledged that they signed and delivered the fore-  
going Deed on the date thereof as their own act and deed  
Witness my hand this the 23<sup>rd</sup> day of November 1892  
P. P. Deane J. J. [Signature]

State of Mississippi  
Sunflower County

Personally appeared before me the undersign-  
ed a Justice of the Peace of the above County & State Letta  
F. Hray who acknowledged that she signed and delivered the  
within Deed on the date therein mentioned and for the pur-  
poses therein set forth.  
Witness my hand this 28<sup>th</sup> day of November 1892  
John L. Bole J. P.

W. H. Hays Filed for Record at 1<sup>30</sup> o'clock P. M on the  
12<sup>th</sup> Dec 1892  
L. P. Hays December 1892

In consideration of the sum of one  
hundred Dollars cash in hand paid me by L. P.  
Hays the receipt of which is hereby acknowledged  
I, W. H. Hays do hereby convey & warrant unto  
the said L. P. Hays the following described lands  
lying being & situated in Madison County State  
of Mississippi to wit:  
The S 1/4 less Elson acres off S. E corner Sec 4  
& Lot No 10 East Chactaw Boundary Line Sec 5  
and N 1/2 Sec 15. All in Town 9. Range 5. East  
Witness my hand & seal this the 9<sup>th</sup> day of November  
a. D. 1892  
W. H. Hays

State of Mississippi  
Madison Co

Personally appeared before me J. T. Luckett an  
acting member of the Board of Supervisors in & for said Co & State  
W. H. Hays who acknowledged that he signed, sealed & delivered the  
foregoing deed as his act & deed for the purposes therein expressed  
Witness my hand this the day of Jno. T. Luckett. M. B. S.  
December a. D. 1892

Paid in full Oct 1893  
E. A. Stokes

Robt Tucker } Filed for Record Dec 30<sup>th</sup> 1892 at 12:20 o'clock PM  
 To: } Deed of Trust } & Recorded Dec 30<sup>th</sup> 1892  
 Matter Stokes }  
 To secure E. A. Stokes }  
 made this 17<sup>th</sup> day of December 1892 between Robt Tucker & his  
 wife Kate Tucker of the 1<sup>st</sup> part & Walter Stokes of the 2<sup>nd</sup> part  
 Trustee & E. A. Stokes of 3<sup>rd</sup> part is to wit: that whereas the said  
 first parties are justly indebted to the said E. A. Stokes in the  
 sum of Fifty (\$50.00) Dollars as evidenced by their promissory note  
 of even date herewith for said amount payable to the order of  
 E. A. Stokes January 1<sup>st</sup> 1894 with interest from date at the rate  
 of 10% per annum and whereas the said first parties are de-  
 siring of securing the prompt payment of said note. Therefore in  
 consideration of the premises we the first parties do by these  
 presents bargain sell convey & warrant unto Walter Stokes Trustee  
 afore said the following described land lying & being in the  
 County of Madison State of Miss To Wit: The W 1/2 of T 12  
 less 4 acres out of West side sec - 35 - T - 10 - R - 1 - Cont to have  
 & to hold with appurtenances thereto belonging unto the said trustee  
 & his successors forever in trust however upon the following  
 terms: If said first parties shall well & truly pay said  
 note above described at its maturity with accrued interest  
 then this deed to be void. But if said note shall not be so paid then it  
 shall be lawful for the said Walter Stokes or any other trustee who ever the  
 holder of said note may appoint to take possession of said lands sell the same  
 to the highest bidder for cash at public auction in front of the Court House door  
 of Madison County State of Miss. giving 10 days notice of the time & terms of the  
 sale by posting a written notice there of on said Court House door &  
 to make a good & valid deed to said land to the purchaser at such  
 sale & out of proceeds of such sale pay first the cost & expenses of such  
 sale then the note above described with accrued interest & if any bal-  
 ance remains pay such balance to said first parties  
 Witness our signatures this 24<sup>th</sup> day of Dec 1892  
 Robert Tucker

State of Mississippi }  
 Madison County }

Personally appeared before me the undersigned Jas. Poustley  
 Clerk of the Chancery Court of the said County, the within named Robert Tucker  
 who acknowledges that he signed and delivered the foregoing Deed  
 on the day and year therein mentioned as his act and deed  
 Given under my hand and official seal, this 24<sup>th</sup> day of December A.D. 1892  
 James Poustley Clerk

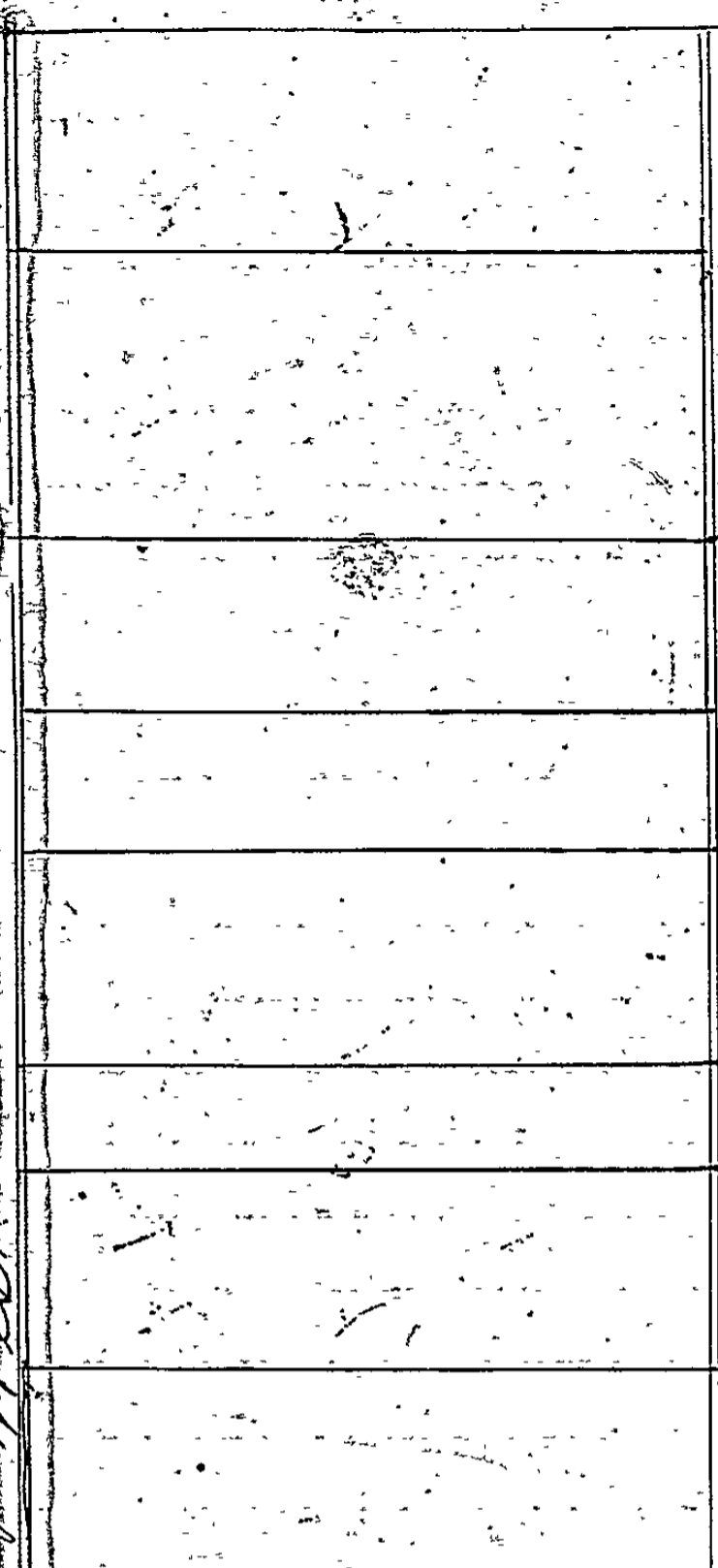


25  
13  
42

100 ft

West

South



14	15	16
75 ft	75 ft	75 ft
290 ft	290 ft	290 ft

Frost

1	2	3
75 ft	75 ft	75 ft
290 ft	290 ft	290 ft

Rail

East Street

Right of Way  
Property

Mayson's  
Residence

Couch's  
Residence

Wards  
Residence

17	18	19	20	21	22	23	24	25	26
290 ft	290 ft	290 ft	290 ft	290 ft	290 ft	290 ft	290 ft	290 ft	290 ft
75 ft	75 ft	75 ft	75 ft	75 ft	75 ft	75 ft	75 ft	75 ft	75 ft

Street 50 Feet Wide North + South

4	5	6	7	8	9	10	11	12	13
290 ft	290 ft	290 ft	290 ft	290 ft	290 ft	290 ft	290 ft	290 ft	290 ft
75 ft	75 ft	75 ft	75 ft	75 ft	75 ft	75 ft	75 ft	75 ft	75 ft

290  
390  
680

Road Street 50 Feet Wide North + South

Miss Central Park Road

I certify that the above drawing made on pages Nos 280 + 281 of this Book is a true and correct copy of drawing from Couch + Seagraves Map dated Aug 16<sup>th</sup> 1866 + which said drawing was recorded in Book Q of record of deeds of Madison Co. Miss on pages 434 + 435. In said drawing recorded in said Book Q of records of deeds of Madison Co. Miss on pages 434 + 435 - Lots Nos 1 + 14 were omitted.

March 24<sup>th</sup> 1892

Jas Priestly Ch. CLK.  
 By J. M. Grafton J.C.

W. B. Greenwood } Filed for Record at 10 o'clock A. M. on the 7<sup>th</sup>  
 To J. D. / J } Dec. A. D. 1892 + Recorded Dec 7<sup>th</sup> 1892  
 J. F. Bally P. B. S. Trustee }

To secure Madison Co Township School Fund V. G. R. 1. W. # 62<sup>50</sup> } This indenture, made and entered into this 7<sup>th</sup> day  
 J. 11. R. 4. E. # 19<sup>56</sup> } of Dec. A. D. 1892, by and between W. B. Greenwood party of the  
 J. 7. R. 2. E. # 6<sup>40</sup> } first part, and J. F. Bally, P. B. Supervisors and his suc-  
 J. 9. R. 4. E. # 27<sup>94</sup> } cessors: in office, party of the second part, and

Madison County Township School Fund V. G. R. 1. W. # 62<sup>50</sup> }  
 J. 11. R. 4. E. # 19<sup>56</sup> }  
 J. 7. R. 2. E. # 6<sup>40</sup> } party of the third part. Witness: That the  
 J. 9. R. 4. E. # 27<sup>94</sup> } said party of the first part is indebted to the party of the third part in the  
 sum of one hundred and fifteen + 70/100 Dollars evidenced by his promissory  
 note Dated Dec. 5<sup>th</sup> 1892 and due one year after date.

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 said indebtedness at the ma-  
 turity thereof, on or before the 5<sup>th</sup> day of Dec. 1893.


Now therefore, in consideration of the premises, as well as for and in consid-  
 eration of the sum of Five 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 estate, lying and being in  
 the county of Madison in the state of Mississippi to wit:

S 1/2 S 1/2 Section 16 T. 10. R. 5. E. less 58 acres off the South  
 west side. N 1/2 E 1/2 N E 1/4 Section 35 T. 10. R. 5. East. containing  
 142 acres

To have and 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 con-  
 ditions, that is to say: That the said party of the first part shall have  
 in Canton, Mississippi, by the 5<sup>th</sup> day of Dec. A. D. 1893, such an  
 amount of money as will fully pay off the indebtedness incurred  
 therein, and in case said indebtedness is not paid at maturity, then  
 the said W. B. Greenwood, is to pay said J. F. Bally 2 1/2 percent of  
 the whole of said indebtedness, which is agreed on as liquidated  
 damages, in case of the non-performance of the obligation therein.  
 If the said party of the first shall fail or refuse to pay the said party  
 of the third part, and his assigns, the amount of said indebted-  
 ness, 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 estate, and sell the same

Paid in full June 22<sup>nd</sup> 1900 J. H. Balle & P. B. S.

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, 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 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 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 and all interest due thereon and the costs 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 null and void. It is further understood and agreed by the parties hereto that if the said party of the second part shall, from any cause fail to perform the duties of Trustee, as afore said, then 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 J. F. Batty Trustee afore said. In Testimony whereof, the said party of the first part hereunto set his hand and seal on the day and year first above written

W. B. Greenwood 

State of Mississippi  
Madison County

Personally appeared before the undersigned  
Chancery Clerk James Priestley of the said County, the  
within named W. B. 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 official seal, at office, this 7<sup>th</sup> day  
of December A. D. 1892

James Priestley Clerk



Canton Miss Nov 3<sup>rd</sup> 1892

W. H. Powell Trustee

We the undersigned Directors of the Home Mutual Building & Loan Association of Canton Mississippi request you to enforce that deed of Trust executed by Jeff Davis McCallum on November 25<sup>th</sup> 1889 to you as Trustee to secure said Association and that deed of Trust executed by Ida McCallum + Jeff Davis McCallum on Feb 3<sup>rd</sup> 1890 to you as Trustee to secure said Association, said first deed of Trust being recorded in Book G. G. page 115 et seq - the last in Book G. G. page 314 et seq of the Record for Deeds in the Chancery Clerk's office for Madison County Miss. by a sale of the property named described + conveyed in said deed of Trust the said Jeff Davis McCallum + Ida McCallum having made default in the payment of the deeds, interest, fines, penalties + Insurance due said Association and the whole indebtedness secured by said Deed of Trust is hereby declared due and payable

W. H. Powell  
George Harry  
J. M. Litch

Geo. Handy, Pdt  
L. Frost  
John Holmes  
B. C. Jones  
Sidney Gross Directors of

the Home Mutual Building & Loan Association of Canton Miss

Trustees Sale of Real Estate

Upon the request in writing made of me by the Board of Directors of the Home Mutual Building & Loan Association of Canton Miss. and by virtue of the powers vested in me by the terms of that Deed of Trust executed by Jeff Davis McCallum on November 25<sup>th</sup> 1889 and recorded in Book G. G. page 115 et seq and that deed of Trust executed by Ida McCallum and Jeff Davis McCallum on Feb 3<sup>rd</sup> 1890 and recorded in Book G. G. page 314 et seq. in the Chancery Clerk's office for Madison County Mississippi to enforce the terms of said deeds of trust I, W. H. Powell trustee named in said deeds of Trust will on Monday the 12<sup>th</sup> day of December A. D. 1892 proceed to sell at public auction for cash before the South door of the Court House in Canton Miss. the following described lands lying, being and situated in Canton Madison County Miss with all privileges and appurtenances thereunto belonging to wit: A lot of land fronting on Peace Street 92 1/2 feet and running back North 108 feet described as beginning on the North side of Peace Street and on the

East side of Hickory Street at the North East corner of the intersection of said Peace & Hickory Streets and running thence East along the North side of Peace Street 92 1/2 feet, thence North 108 feet and thence West 92 1/2 feet to the eastern margin of Hickory Street and thence South along the eastern margin of Hickory Street 108 feet to the point of beginning.

Witness my hand and seal this 3rd day of November A.D. 1892

H. H. Powell Trustee

Proof of Publication  
State of Mississippi  
Madison County

Personally appeared before me James Priestly Clerk of the Chancery Court in and for County & State aforesaid Howard G. Ross Editor & Publisher of the Canton Ticket a newspaper published in the City of Canton Madison County, Ark. being duly sworn deposes and says that the publication of a certain notice, a true copy of which is hereunto affixed, has been made in said paper for five weeks consecutively to wit:

Vol. 10	No 38	Dated	November 14	1892
"	"	"	39	" " 11 1892
"	"	"	40	" " 18 1892
"	"	"	41	" " 25 1892
"	"	"	42	" December 2 1892

And I further certify that the several numbers of the newspapers containing the above mentioned notice have been produced before me and compared with the copy annexed, and that I find the publication thereof to have been correctly made

Printer's fee \$ 12 00 Proof of Publication \$ 1 00

Witness my hand and seal, this 12 day of December 1892  
Howard G. Ross Jas Priestly clerk

Whereas on November 25<sup>th</sup> 1889 Jeff Davis McCollum executed a certain Deed of Trust to me as Trustee recorded in Book G. G. page 115 et seq, and on February 3<sup>rd</sup> 1890 he & Eda McCollum executed this deed of Trust to me as Trustee recorded in Book G. G. page 314 et seq, in the Chancery Clerk's office for Madison Co. being upon the property therein described to secure the obligations therein set out; and whereas they & each of them fail to perform

said obligations or pay the indebtedness secured thereby and  
 whereas the beneficiaries there under have declared the indebted  
 ness secured thereby due & payable & I have been requested to  
 sell as is provided in said deeds of Trust & the Charter & by  
 Laws of the Association secured thereby and whereas on Nov-  
 ember 3<sup>rd</sup> 1892 I did write out & have published in the  
 Canton Picket a news paper published in said County a  
 notice that I would on December 12<sup>th</sup> A. D. 1892 to enforce  
 said deeds of Trust proceed to sell at public auction for cash  
 before the South door of the Court house in Canton  
 Miss. the Land herein after described which notice was  
 published in said news paper for more than thirty days prior  
 to this day and whereas I have fully complied with all the  
 Terms & Conditions of said deeds of Trust & notice of sale  
 & with all of the requirements of the Charter & by Laws of  
 The Home Mutual Building & Loan Association of Canton  
 Miss. precedent & subsequent to the sale made by me this day  
 of said Lands; and whereas at the hour of twelve thirty P. M.  
 on this the 12<sup>th</sup> day of December A. D. 1892 at the Place & on  
 the terms aforesaid I did proceed to sell said Lands as  
 advertised when C. Olsen appeared & bid therefor  
 the sum of Thirty Two hundred Dollars cash which  
 being the highest & best bid therefor for cash said Lands  
 were knocked off to him & he declared to be the Purchas-  
 er; and whereas the said C. Olsen has paid me  
 the said sum of Thirty Two Hundred Dollars cash  
 the receipt of which is hereby acknowledged I W. W.  
 Powell Trustee as aforesaid do hereby convey & transmit  
 unto the said C. Olsen forever all the right Title &  
 interest of the said Jeff. Davis McCollum & Iddie Mc-  
 Collum of in & to the following described Lands lying  
 being & situated in the City of Canton, County of Madison  
 & State of Mississippi to wit: a lot of Land fronting on Peace  
 Street 92 1/2 feet & running back North 108 feet described  
 as beginning on the North side of Peace Street & on the  
 East side of Hickory Street at the North East corner  
 of the intersection of said Peace & Hickory Street &  
 running Thence East along the North side of Peace  
 Street 92 1/2 feet Thence North 108 feet & Thence West  
 92 1/2 feet to the Eastern margin of Hickory Street &  
 Thence South along the Eastern margin of Hickory  
 Street 108 feet to the point of beginning - with all ten-

ments hereditaments & appurtenances thereto belonging or in any wise appertaining - I have fully complied with all the terms & conditions of said Deed of Trust, notice of sale, request of the directors & Charter & By Laws of said association  
 Witness my hand & seal this the 12<sup>th</sup> day of December A. D. 1892  
 W. H. Powell (seal)  
 Trustee

State of Mississippi  
 Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of the said County, the within named W. H. Powell, who acknowledges that he signed 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 12<sup>th</sup> day of December A. D. 1892  
 Jas. Poistley Clerk

W. O. Baldwin & L. H. Baldwin } Filed for Record at 10 o'clock A. M. on the  
 D. J. Mosby Trustee } 14<sup>th</sup> day December A. D. 1892 and Recorded  
 } December 14<sup>th</sup> A. D. 1892

Whereas W. O. Baldwin & Lucy W. Baldwin owe A. N. Parker Cashier the sum of six hundred and ten Dollars evidenced by their promissory note of even date herewith for said sum, and whereas said W. O. Baldwin & wife are anxious to secure the payment at the maturity thereof, therefore in consideration of ten dollars to them paid by W. J. Mosby (Trustee) the receipt whereof is hereby acknowledged, we convey and warrant unto said W. J. Mosby the lands and property situated in the Counties of Madison and Washington and the State of Mississippi, described as a lot beginning at the South west corner of the lot formerly owned by D. M. Finley dead but now owned and occupied by Mrs A. M. Yandell as a residence on Center Street, thence running west by and with said Center Street to the South east corner of the lot now owned and occupied by Mrs Lewis H. Thompson as a family residence on said Center Street, thence running north one hundred and three rods, thence east to the lot of the said Mrs A. M. Yandell, thence south to the beginning, it being the lot conveyed by A. H. Handy & wife to E. G. Henry, and known as the Henry residence

This Deed of Trust is this day fully paid and satisfied  
 attached 13<sup>th</sup> Dec 1892  
 A. N. Parker Cashier



The above lot is situated in the City of Canton in said County Madison & State. Also the following described land lying in Washington County in said State viz: All of sec-17 except the E<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> & 20 acres off the east side of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> and the S<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> Sec 19 and S<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> Sec 20 all in Township 16 Range 3 West. This conveyance is in trust, should said Baldwin & wife pay said indebtedness and interest thereon at Maturity. This conveyance shall be void otherwise at the request of said A. S. Parker Cashier. The said W. J. Mosby or any successor appointed in his place, shall sell said property and land or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, before the Court house door in Canton or Granville or both as said Trustee shall see fit, after having given twenty days notice of the time, place and terms of sale by posting written notices at three public places in said Counties, and out of the proceeds arising from such sale, the costs and expenses of executing this deed of Trust shall first be paid next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to said Baldwin & wife. The said A. S. Parker Cashier is hereby authorized to appoint another trustee in the place of said W. J. Mosby if from any cause said Mosby shall not be present able or willing to execute this Trust, and such appointee shall have full power as Trustee herein.

Witness our hands this December 13<sup>th</sup> 1892  
 W. C. Baldwin  
 L. W. Baldwin

State of Mississippi  
 Madison County

Personally appeared before the undersigned, Clerk of the Chancery Court of the said County, the within named W. C. Baldwin & L. W. Baldwin, who acknowledges that they signed 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 13<sup>th</sup> day of December A. D. 1892

James Poustley Clerk  
 By J. M. Grosjean D. C.

Shep Richards  
and  
Isabella Richards  
Do  
J. R. Males  
M. S. & C. A. Bacon

Filed for Record Dec 12<sup>th</sup> 1892 at 1200 Blk. No  
Recorded Dec 14<sup>th</sup> 1892  
This Indenture made  
and entered into this 1<sup>st</sup> day of December  
A D 1890 by and between Shepard Richards

and wife Isabella Richards parties of the first part and J. R. Males party of the second part and M. S. Bacon & C. A. Bacon parties of the third part. Witness: That said parties of the first part are indebted to the party of the third part in the sum of Three Hundred and nine  $\frac{99}{100}$  Dollars evidenced by their 3 notes of this date, one for One Hundred and Eighty four  $\frac{15}{100}$  Dollars due Dec 1<sup>st</sup> 1891, one note for One Hundred and Seventy dollars due Dec 1<sup>st</sup> 1892 and one note for One hundred and fifty five  $\frac{93}{100}$  dollars due Dec 1<sup>st</sup> 1893 and that whereas the said parties of the first part are 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 expenses now or before the 1<sup>st</sup> day of Dec 1891, 1892 and 1893. 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 estate lying and being in the County of Madison in the State of Mississippi, to wit: The South  $\frac{1}{2}$  South West  $\frac{1}{4}$  Section Four (4) Township Ten (10) Range Five (4) East 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 said parties of the first part shall by the 1<sup>st</sup> day of December A D 1891, 1892, 1893 fully pay off the indebtedness incurred therein. If the said parties of the first part shall fail or refuse to pay the said parties of the third part and their assigns the amount of said notes at the maturity of each, 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 adverse

...tion into thereof in 2 or more convenient public places and  
carry the Estate so sold to the purchaser or purchasers thereof  
of by proper instruments of conveyance and from 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 then assign

And if the said parties of the first part shall will and  
truly pay the amount of said indebtedness goods sums and  
merchandise 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 hereforward shall be null and void

It is further understood and agreed by the parties hereto  
that if the said party of the second part shall from any  
cause fail to perform the duties of Trustee as aforesaid then  
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 J. R. Wales Trustee aforesaid. In testimony  
whereof the said parties of the first part hereunto set their  
hand and seal on the day and year first above written

All erasures & interturbations made before signing  
Stephen <sup>his</sup> Richards  
Soabella <sup>his</sup> Richards

State of Mississippi 5  
Madison County 2

Personally appeared before the undersigned  
Justice of the Peace of the said County the within named  
Stephen Richard & wife Soabella Richard who acknowledge  
that they signed sealed and delivered the foregoing deeds  
on the day and year therein mentioned as their act and  
deed.

Given under my hand and official seal at office this  
30<sup>th</sup> day of January AD 1891  
Jamel Milton J.P.

For value recd we hereby transfer within Trust deed  
to H. A. Bacon with its accompanying notes this  
30<sup>th</sup> day of January 1891  
H. A. Bacon  
C. A. Bacon

Quit Claim Deed

State of Miss. Joseph 3 Filed for record at 4 o'c. PM Dec 15<sup>th</sup> 1892 +  
Madison County 2 Recorded Dec 15<sup>th</sup> 1892

Know all men by these presents that I, Hal L. Gancey for and in consideration of Seventy dollars to me in hand paid by Kate M. Johnson administrator of H. O. Johnson deceased have released and quit claimed and by these presents doth release and quit claim unto him the said Kate M. Johnson all my right title interest and claim in or to the following described land now in the possession of him the said Hal L. Gancey to wit: The undivided one half interest of South half (1/2) of South West quarter (SW 1/4) and South half of South East quarter of S. 1/4 Section 34 Township Seven (7) Range Two (2) East Madison County Miss containing in all one half undivided interest of forty acres  
Witness my hand and seal this 9<sup>th</sup> day of Dec 1892  
H. L. Gancey

State of Mississippi ss  
Madison County 2

This day personally appeared before me the undersigned Clerk of the Chancery Court in and for said County & State the within named H. L. Gancey who acknowledged that he signed and delivered the foregoing Deed of Conveyance at the time therein named as his act and deed  
Witness my hand and seal of office this 9<sup>th</sup> day of Dec A.D. 1892

H. H. Dunning Clerk  
Chancery Court Madison County

Trustees Sale

Under the provisions of a certain deed of Trust executed by Arnold Adams and Clarissa Adams to secure certain indebtedness therein described and recorded in printed deed book of land and chattels No 35 page 7 of Madison County Mississippi. I Robert Nichols Trustee will on Tuesday the 22<sup>nd</sup> day of November 1892 in front of the Post office in the town of Camden proceed to sell to the highest bidder for cash, the land situated in Madison County Mississippi and described as the South 1/2 SW 1/4 South East 1/4 Section 4 Township 11 Range 4 East and the North West 1/4 NE 1/4 Section 9 Township 11 Range 4 East. I shall only convey such



title as is vested in me as trustee but it is believed to be good  
Nov 12<sup>th</sup> 1892 R. M. Nichols  
Trustee

R. M. Nichols Trustee } Filed Dec 13, 1892 at 11:20 a.m.  
For Arnold Adams & Clarissa Adams } Recorded Dec 16<sup>th</sup> 1892  
So } deed }

Clarissa Adams }  
By virtue of the provisions of a certain deed of Trust executed by Arnold Adams and wife Clarissa Adams to secure certain mortgages therein described and recorded in printed deed book of Land and Chattels on page 7 of the Chancery Clerk's office of Madison County Mississippi and default having been made. I, R. M. Nichols trustee at the request of the holder of said note after having advertised said land for 10 days by posting written notices at Post office in Camden at Cameron and the store of C. W. Melvin a copy of which is hereby recorded, have this day sold according to law the following land situated in Madison County and State of Mississippi, to wit: The South 1/2 West 1/2 South East 1/4 section 4. The North West 1/4 North East 1/4 Sec 9 all in Township 11 Range 4 East. When Clarissa Adams became the bidder therefor at the sum of One hundred and five dollars and having paid said sum of money I convey said Land to the said Clarissa Adams.

Witness my hand this 22<sup>nd</sup> day of November 1892  
R. M. Nichols

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Justice of the Peace of the County aforesaid R. M. Nichols who acknowledged that he signed and delivered the foregoing deed as his own act and deed

Witness my hand this 26<sup>th</sup> day of November 1892  
Sam'l Bolton J.P.

Trustees Sale

Under the provisions of a certain deed of Trust executed by John McMurtry and Annie McMurtry and Annie McMurtry to secure certain indebtedness therein mentioned and recorded in the printed deed book of the Chancery Clerk's office of Madison County Mississippi in Book A C on page 343 on the 22<sup>nd</sup> day of February 1892. I. Saml Milton as substituted Trustee appointed in writing by the holder of said note (the original Trustee having failed to act) did proceed to sell to the highest bidder for cash in front of the Masonic Hall in the town of Camden on Saturday the 10<sup>th</sup> day of December 1892 the land situated in Madison County State of Mississippi and described as six (6) acres out of the North East corner of the South  $\frac{1}{2}$  of the North West  $\frac{1}{4}$  Section one (1) Township 10 Range 4 East <sup>Section</sup> and  $\frac{1}{3}$  acres in North West  $\frac{1}{4}$  of South East  $\frac{1}{4}$  of sec 36 Township 11 Range 4 East. Being all the land we own in Section one Township 10 Range 4 East and in sections 35 & 36 Township 11 Range 4 East. and one black mule named Sam

Selling as Trustee I shall only convey such title as is vested in me as trustee but it is believed to be good

Nov 30<sup>th</sup> 1892 Saml Milton  
Substituted Trustee

I hereby appoint Saml Milton substituted Trustee the original Trustee H. A. Magruder having failed to act to carry out the provisions of the within deed of Trust

Nov 30<sup>th</sup> 1892 H. L. Maxwell

By virtue of the provisions of a certain deed of Trust executed by John McMurtry and wife Annie McMurtry on the 22<sup>nd</sup> day of January AD 1892 and recorded in Book A C of Record of Deeds of Madison County on page 343 on the 22<sup>nd</sup> day of February AD 1892 to secure certain indebtedness therein described and default having been made I as substituted Trustee (the original trustee having failed to act) and being empowered in writing by the holder of said note which is recorded with this deed after advertising 10 days by posting written notices at Camden and the store of C. W. DeLoon, a copy of which is hereby recorded with this deed have this day sold according to law the land situated in Madison County Mississippi and described as six (6) acres out of the North East corner of South  $\frac{1}{2}$  of the North West  $\frac{1}{4}$  Section one (1) Township 10 Range 4 East. Thirteen and  $\frac{1}{3}$  acres

in North West 1/4 of South East 1/4 sec. 36 Township 11 Range 4 East  
and N 1/2 S 1/2 E 1/4 sec. 35 T. 11. R. 4 E being all the land owned  
by said John McMurtry and Annie McMurtry in Section  
One Township 10 Range 4 E and in section 35 and 36 Township  
11 Range 4 E - when W. S. Maxwell became the best bidder  
therefor at the sum of Eighty Six dollars and having paid  
the same I now convey said land to him.

David Milton  
Substituted Trustee

State of Mississippi  
Madison County

Personally appeared before the undersigned  
a member of the Board of Supervisors of said County David  
Milton who acknowledged that he signed and delivered  
the foregoing deed on the day and year therein mentioned as  
his own act and deed

Given under my hand this 10<sup>th</sup> day of March  
1892

E. H. Hart  
M.B.S.

J. H. Melton +  
Mary E. Melton } Filed for Record at 12 o'clock M on the 19<sup>th</sup>  
To 3 Deed } day of December A.D. 1892 & Recorded Dec  
M. W. Wood } 19<sup>th</sup> 1892

In consideration of the sum of Four Thousand  
and forty six dollars. We convey and warrant to M. W.  
Wood the land lying in the County of Madison and  
State of Mississippi and described as The Thirty six  
acres off the East side of Section thirty four, the West  
half and West half of the North East quarter and the  
North West 1/4 of South East quarter of Section thirty  
five, all in Township Eight Range two East, estimated  
four hundred and seventy six acres more or less

Witness our signatures this 15<sup>th</sup> day of December 1892  
J. H. Melton  
Mary E. Melton

State of Mississippi  
Madison County

Personally appeared before the undersigned a Justice of the Peace  
in and for said County. The within named J. H. Melton and Mary E. Melton who  
acknowledges that they signed and delivered the foregoing deed for the purposes therein  
mentioned as their act and deed.  
Given under my hand and this the 15<sup>th</sup> day of December A. D. 1892

R. W. Stewart  
J.P.

Delia Perry and Luster Perry } Filed for Record at 12 o'clock, M. on the  
 To & Deed & Warranty } 21<sup>st</sup> day of December A. D. 1892 and  
 Ben M. Heisdorffer } Recorded December 21<sup>st</sup> 1892

In consideration of the sum of Four hundred & Twenty five Dollars, Cash in hand paid us by Ben M. Heisdorffer, the receipt of which is hereby acknowledged, We Mary Sanders & Delia Perry & Luster Perry her husbands, the only heirs at Law of Phillip Sanders deceased, do hereby convey & warrant unto the said Ben M. Heisdorffer forever the following described Lands lying being & situated in Madison County State of Mississippi to wit: The  $3\frac{1}{2}$  &  $7\frac{1}{4}$  sections 27. Town 10. Range 2 East with all Tenements, hereditaments & appurtenances thereunto belonging or in any wise appertaining - Witness our hands & seals this the 12<sup>th</sup> day of December A. D. 1892

Delia Perry -  
 Luster Perry -  
 mark

State of Mississippi  
 Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of the said County, the within named Delia Perry and Luster Perry, who acknowledged that they signed 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 21<sup>st</sup> day of December A. D. 1892

Jas. Priestley Clerk  
 By J. M. Grafton D. C.

Ed and Katie Porter } Filed for Record at 8 o'clock, A. M. on  
 By Saml. Milton Sub Trustee } the 21<sup>st</sup> day of December A. D. 1892 and  
 To & Deed. } Recorded December 21<sup>st</sup> 1892  
 Richard Holliday

Under the provisions of a certain Deed of Trust executed by Ed Porter and Katy Porter to secure certain indebtedness therein named and recorded in printed deed book of the Chancery Clerk's office of Madison County, Mississippi in Book XX on page 360 on the 5<sup>th</sup> day of March 1890. I Saml. Milton as substituted Trustee appointed in writing by the holder of



said note (the original Trustee having failed to act) proceed to sell to the highest bidder for cash in the town of Cauden on Saturday the 17<sup>th</sup> day of December 1892. The land situated in Madison County Mississippi and described as 20 acres off the South end of the West 1/2 South West 1/4 section 27. Township 11. Range 4. East. Selling as Trustee I shall only convey such title as is vested in me as Trustee, but it is believed to be good.

December the 15<sup>th</sup> 1892

Saml Milton  
Substituted Trustee

I hereby refuse to act as Trustee in a certain deed of Trust given by Ed Porter & Katy Porter to secure Isador Gove - said Deed of Trust is recorded in Book XX page 360 of Records of Deeds of Madison County

Witness my signature this Dec 1<sup>st</sup> 1892

J. Loeb Trustee

I hereby appoint Saml Milton special Trustee (The original Trustee Jacob Loeb being unable to act) to carry out the provisions of the within Deed of Trust  
Witness my hand this 26<sup>th</sup> day of November 1892

attest R. F. Trayner

Richard <sup>his</sup> Holliday  
mark

By virtue of the provisions of a certain Deed of Trust executed by Ed Porter and Katie Porter on the 4<sup>th</sup> day of March 1890 and recorded in Book XX of Records of Deeds of Madison County Mississippi on page 360 to secure certain indebtedness therein named, I Saml Milton as Substituted Trustee (The original Trustee being unable to act) and being empowered by the holder of said note in writing which is recorded with this deed, after advertising 5 days by posting written notices at Cauden and Bannville (a copy of said notice is recorded with this Deed) have this day sold according to law the land situated in Madison County Mississippi and described as Twenty (20) acres off the South end of the West 1/2 South West 1/4 section 27. Township 11. Range 4. East, when Richard Holliday became the best bidder therefor at the sum of Twenty (20) dollars, and having paid said sum of money I now convey said land to him  
Witness my signature this 17<sup>th</sup> day of December 1892

The State of Mississippi  
Madison County

Saml Milton  
Substituted Trustee

Personally appeared before the

undersigned Jas. Poustley Clerk of the Chancery Court of the said County the within named Saml. Helton who acknowledged that he signed and delivered the foregoing Deed on the day and Year there in mentioned as his act and deed  
 Given under my hand and official seal this 21<sup>st</sup> day of Dec-  
 a. d. 1892  
 James Poustley Clerk  
 By J. H. Grafton D. C.

F. L. Dunn } Filed for Record at 8 o'clock on the 19<sup>th</sup> day  
 To J. Deed } of December A. D. 1892 and Recorded on the  
 J. S. Kearney } 22<sup>nd</sup> day of December 1892

State of Mississippi In consideration of Five Hundred Dollars  
 Madison County I to me paid, I convey and warrant to J. S.  
 Kearney the parcel of land described as the center lot  
 of twenty five feet front by one hundred feet deep in east  
 half of Lot Eight (8) square one (1) together with all  
 the improvements thereon & situated in town of Flora  
 Madison County Miss  
 Witness my signature the 17 day of Dec 1892  
 F. L. Dunn

State of Mississippi }  
 Madison County } Personally appeared before me  
 O. W. Phillips a Justice of the Peace of said County  
 the within named F. L. Dunn, who acknowledges  
 that he signed and delivered the foregoing instrument on  
 the day and Year therein mentioned  
 Given under my hand this 17 day of December A. D. 1892  
 O. W. Phillips J. P.

Mary A. Robinson and } Filed for Record at 12<sup>45</sup> o'clock P. M. on  
 Sisters of the Good Shepherd } the 22<sup>nd</sup> day of Dec 1892 A. D. and  
 To J. Quit Claim Deed } Recorded December 22<sup>nd</sup> 1892  
 Lucinda Burke }  
 In consideration of the sum of one  
 dollar and for the purpose of devise of the lands of  
 Robert Clanton deceased late of Madison County Mississippi  
 to the Mary Robinson and The Sisters of the Good Shepherd  
 of New Orleans Louisiana, convey and quit claim to

Lucinda Burns the following land lying in Madison County and state of Mississippi, and described as the NE 1/4 of Section 4 and the NW 1/4 of SW 1/4 of Section 3 all in Township nine Range 5 East.

Witness our signatures this 5<sup>th</sup> day of February 1891.

Mary A. Robinson  
Sisters of the Good Shepherd

The State of North Carolina  
County of Warren

M. Mary of St. Francis Mitchell Sup<sup>r</sup> Brook

Personally appeared before the undersigned a Clerk of Superior Court in and for said County and state the within named Mary A. Robinson who acknowledged that she signed and delivered the foregoing deed on the day and Year therein mentioned given under my hand and seal of office on this the 4<sup>th</sup> day of February 1892

William A. White Clerk of the  
Superior Court of said County of Warren +  
State of North Carolina

State of Louisiana  
Parish of Orleans  
City of New Orleans

Personally appeared before me the undersigned a notary Public in and for the Parish of Orleans State of Louisiana duly Commissioned and qualified, Sister Mary of St. Francis Mitchell Superior Prove of the Sisters of the Good Shepherd of this City and acting in her said Capacity declared and acknowledged that she signed and delivered the foregoing deed on the day and Year therein mentioned given under my hand and seal of office on this Eleventh of April 1891

James J. Woulp  
Notary Public

John E. Hales +  
Maggie P. Hales } Filed for Record at 9 o'clock A. M. on  
Is Deed } the 23<sup>rd</sup> day of December A. D. 1892 and  
Peter Toolis } Recorded December 1892

In consideration of the payment of our debt to Peter Toolis of twelve hundred fifty three & 5/100 dollars and the assignment by him of our debt due Shattock + Hoffman of two hundred & sixty four dollars we hereby convey + warrant to said Toolis except as against the trust deed to secure Shattock + Hoffman the following lands lying in Madison County Mississippi to wit: E 1/2

From Orleans

S E 1/4 of sec- 23. N 1/2 S E 1/4 Sec- 26. S W 1/4 of S W 1/4 sec- 24  
+ S W 1/4 of S W 1/4 Sec 25 in T- 10- R- 3 East & we further con-  
vey and warrant to said Folio our undivided 1/4 interest in  
The N E 1/4 of sec 8- E 1/2 of S E 1/4 of Sec 8- and lots two  
and three in Sec- 9. T- 8- R- 4- East in said County  
Witness our hands & signatures the 22<sup>nd</sup> day of Dec 1892

John E. Wales  
Maggie P. Wales

State of Mississippi  
Madison County

Personally appeared before the undersigned  
Clerk of the Chancery Court of the said County, the within  
named John E. Wales & Maggie P. Wales, who ack-  
nowledged that they signed 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 22<sup>nd</sup>  
day of December A. D. 1892 James P. Poistley Clerk

Eleanor B. Sneed &  
Archibald J. Sneed & Husband  
Do & D. J. W.  
P. M. Harding Trustee for the  
Equitable Mortgage Company

Filed for Record at 12 o'clock M on  
The 26<sup>th</sup> of December A. D. 1892 and  
Recorded December 26<sup>th</sup> 1892  
Jas Poistley.

This Indenture, made this First day of  
December, A. D. one thousand eight hundred and ninety two  
by and between Eleanor B. Sneed and Archibald J. Sneed  
wife and Husband of the County of Madison State of Mississippi  
party of the first part and P. M. Harding, Trustee of the County  
of Warren, State of Mississippi party of the second part and the  
Equitable Mortgage Company, of Kansas City Missouri, party  
of the third part: - Witness: That at the said party of the first  
part, in consideration of the debt and trust hereinafter  
mentioned and created, and of the sum of one dollar to  
the said <sup>first</sup> party paid by the said party of the second part, the  
receipt of which is hereby acknowledged, does by these presents  
Grant, Bargain and sell, convey and confirm unto the said  
party of the second part. The following described Real Estate,  
situated in the County of Madison in the State of Mississippi  
to wit:

Lots one, Two, Seven, the East half of Lot  
Four, the north half of lots Six, and eight of Section

Sold to & conveyed by Release recorded  
in Book 989. Page 611.