

The State of Mississippi personally appeared before me
 County of Madison, Balliam Presiding Judge of the
 court of probates in and for said state and county Britian L
 Richard who acknowledged that he signed sealed and delivered
 the within indenture on the day and date therein written as his
 voluntary act and deed also Emily P Richard wife of the said
 Britian L Richard personally appeared before me who upon
 a private examination separate and apart from her said
 husband acknowledged that she signed sealed and delivered
 the same on the day and date therein written fully volun-
 tarily without any fear threats or compulsion of her said
 husband as her voluntary act and deed thereby relinquishing
 all her right title and interest to the within described and
 conveyed premises given under my hand and seal this 24th
 day of July A.D. 1834 Balliam Judge of probates

Recorded the 31st day of July 1834

Received for Record the 31st day of July A.D. 1834
 Hector McKeil & This Indenture made the twenty
 2nd Dec. 3rd day of July A.D. eighteen hundred
 Edward H Stiles and thirty four between Hector McKeil

of the county of Madison and State of Mississippi and Anna McKeil his wife of the first part and
 Edward H Stiles of the county and State aforesaid of the
 second part - witnesseth that the said parties of the first part
 for and in consideration of the sum of six thousand dollars
 to them in hand paid by the said party of the second part
 the receipt whereof is hereby acknowledged and the said party
 of the second part therefrom forever released and discharged
 have given granted bargained sold conveyed and confirmed and
 by these presents do give grant bargain sell convey and
 confirm unto the said party of the second part his heirs and
 assigns ^{and assigns} all the following tracts or parcels of land by ingard
 being in the state and county aforesaid and known on the plat
 of survey of lands in and for the Choctaw district of said state
 as being the north half of section two & the west half of the
 south east quarter of section two and also the north half of the east
 half of the south east quarter of section two & also the west half
 of the north west quarter of section one & also the north half of
 the west half of the south west quarter of section one also 1/2
 of 6 1/2 of L N 14 of section one in township eight of range
 three east together with all and singular the rights members
 hereditaments and appurtenances to the said premises incident
 or in any wise appertaining to have and to hold all and sing-
 ular the premises before mentioned unto the said Edward H
 Stiles his heirs and assigns forever and the said party of the
 first part do covenant and bind themselves their heirs executors
 administrators to warrant and forever defend

and singular the said premises unto the said Edward
He Stiles his heirs and assigns against themselves
and their heirs and against all and every person or persons
whosoever lawfully or equitably claiming or to claim
the same or any part thereof witness our hands and
seals the 29th day of July A.D. 1834 and of the sovereignty
of the state

Hector McNeill
Ann C. McNeill

Test

The state of Mississippi } Personally appeared before me
County of Madison }
McCalliam Residing Judge of the court of probates in
and for said state and County Hector McNeill who acknowle-
dged that he signed sealed and delivered the within in den-
ture as his voluntary act and deed also Ann C. McNeill wife
of the said Hector McNeill who upon an examination
privately and apart and apart from her said husband
acknowledged that she signed sealed and delivered the within
indenture on the day and year therein written and for
the purposes therein expressed and in full discharge of her
right of dower to the premises therein conveyed as her vol-
untary act (without any fear threats or compulsion of her
said husband) and deed given under any hand and seal this
29th day of July A.D. 1834 McCalliam Judge of probates

Recorded the 1st day of August A.D. 1834

Received for Record the 30th day of July A.D. 1834
William B Jones of the County of Madison State of Mississippi of the one part and
Ezekiel Jones of the County of Madison State of Mississippi of the other part
witnesseth that the said William B Jones and
his wife for and in consideration of the sum of two thousand
and dollars to them in hand paid by the said Ezekiel
Jones at & before the sealing of these presents the receipt
whereof is hereby acknowledged and the said William B
Jones and his wife their heirs Executors and
administrators forever released and discharged therefrom
by these presents have granted bargained sold conveyed
and confirmed and by these presents do grant bargain
sell convey and confirm unto the said Ezekiel Jones his
heirs and assigns forever all that tract or lot of ground
lying and being in the town of Vernon (Oriz) fronting on
main street fifty feet running back eighty eight feet nine
inches and bounded on the west the lot occupied by A. K.
Campbell and on the east by the lot now owned by Philip McNeill

199

together with all and singular the appurtenances hereditaments
 unto privileges and advantages whatsoever unto the above descri-
 bed premises belonging or in any wise appertaining and also
 all the estate right title interest and property and claim whosoever
 whether at law or in equity of them the said William B Jones
 and his wife of in and to the same to have and to
 hold the above granted bargained and described premises with
 the appurtenances unto the said Ezekiel Jones his heirs and
 assigns forever and the said William B Jones and
 his wife for their heirs executors and administrators do com-
 mit grant promise and agree to and with the said Eze-
 kiel Jones his heirs and assigns that they the said William
 B Jones and his wife and their heirs the above
 described and hereby granted premises and every part thereof
 with the appurtenances unto the said Ezekiel Jones and
 his heirs and assigns against the said William B Jones and
 his wife and against all persons lawfully or equitably claim-
 ing or to claim the said premises or any part thereof shall
 and will warrant and by these presents forever defend
 I witness whereof the said William B Jones and
 his wife have hereunto set their hand and seal the day
 and year above written signed sealed and delivered in the
 presence of

Wm B Jones *Seal*
 Mathias Jones *Seal*

The State of Mississippi personally appeared before me
 Madison county McBarrell a Justice of the Peace
 in and for said county William B Jones one of the parties of the
 within named deed who acknowledged that he signed sealed and
 delivered the within deed for the purposes therein expressed the day
 and year above written also at the same time and place Mathias Jones
 wife of the said William B Jones appeared before me and being
 examined separately and apart from her said husband acknowledged
 that she signed sealed and delivered the above deed as her act and deed
 without any fear threats or compulsion of her said husband
 the day and year above written for the purposes therein expressed
 Given under my hand and seal this 20th day of June 1834

J McBarrell *Seal*

Recorded the 1st day of August A.D. 1834

Received for Record the 31st day of July 1834
 Abner McInty This I received and entered into
 to deed this 28th day of July in the year of our
 Robert J McInty Lord one thousand eight hundred and
 thirty four between Abner J McInty of the
 first part and Robert J McInty of the second part witness
 that I Abner J McInty for and in consideration of ten dollars to me
 in hand paid by the said party of the second part the receipt
 whereof is hereby acknowledged have this day revised sealed
 and delivered unto claim and by these presents do revise

370
 release and forever quit claim unto the said party of
 the second part his heirs and assigns of all my right
 title interest claim to the following described pieces
 or parcels of land to wit Lot number six and lot num-
 ber four of Section six in township seven and range
 three east & the south half of the west half of the
 north west quarter of section fourteen and the north
 half of the east half of the north east quarter of
 section fifteen township nine of range two east
 situate in Madison county of said state aforesaid
 also lot number seven in square number four
 and lot number nine in square number five lying
 and being in the town of Livingston County & State
 aforesaid together with all and singular the appurtenan-
 ces & improvements thereunto belonging or in any
 wise appertaining to all or any of the above described
 pieces or parcels of land ~~that~~ and to hold to him
 the said Robert J. McInty his heirs and assigns
 forever free from the claim or claims of me the said
 Abner J. McInty or any person claiming by or under
 me all and every of the above described pieces or parcels
 of land in testimony whereof I have hereunto set
 my hand and seal this 29th day of July 1834

Test J. Rice
 G. D. Mclean

A. F. McInty ~~Deed~~
 State of Mississippi ~~Madison County~~ Personally appeared before the
 undersigned Justice of the Peace
 in and for said County Abner J. McInty who acknow-
 ledged that he signed sealed and delivered the within
 deed on the day and year therein first mentioned as his
 act and deed given under my hand and seal this 29th
 day of July 1834
 L. W. Ewing J. P. ~~Deed~~

Recorded the 1st day of August A. D. 1834

Received for Record the 1st day of August 1834
 John Matlock ~~Deed~~ This indenture of bargain & sale
 made and entered into this 14th
 day of November 1833 between John
 S. Matlock of the county of Madison and State of Missis-
 sippi of the one part and Thomas S. Anthony of the county
 of Reutherford and State of Tennessee of the other part witnesses
 that for and in consideration of the sum of two thousand one
 hundred and twenty dollars to him the said John in hand paid
 by the said Thomas the receipt whereof is duly acknowledged
 the said John hath given granted bargained & by these presents
 doth give grant bargain sell & convey to the said Thomas his heirs
 and assigns forever a certain tract or parcel of land situate

lying and being in the county of Madison and state of Mississippi
 (183) the east half of the north east quarter of section No twenty
 of township No ten of range No three east also the east half
 of the south east quarter of section No seventeen of township No
 ten of range No three east also the north west quarter of section
 No twenty one of township No ten of range No three east
 containing in all three hundred & nineteen acres & ninety
 three one thousandths of an acre be the same more or less to
 have and to hold the above described land and bargained &
 premises with all and singular the rights profits here ditam
 ents of in and to the same belonging or in any wise apper
 taining to the only proper use and behoof of him the said
 Thomas his heirs and assigns forever and the said John for him
 self his heirs and assigns doth covenant and agree to and with
 the said Thomas his heirs and assigns that the above described
 land and bargained premises he will warrant and forever
 defend from the right title claim and interest of all and every
 person whatever in testimony whereof the said John D Mat
 lock hath hereunto set his hand and affixed his seal the
 day and date first above written } John D Matlock Seal
 signed sealed and delivered in presence of
 Test W B Walker

William L Davidson }
 the state of Mississippi } Personally appeared before me the un-
 Madison county } designed justice of the peace in and for
 said county John D Matlock who acknowledged that he sig-
 ned sealed and delivered the foregoing deed of conveyance as his
 act and deed for the purposes therein expressed the day and date
 first above written given under my hand and seal this
 18th day of June A D 1834 } Justice McCarroll Seal

Recorded the 3rd day of August A D 1834

Received for Record the 4th day of August A D 1834
 John Standard } The state of Mississippi county of Madison
 To } & deed } This Indenture made the 19th day of
 Bennett R Truly } July in the year of our Lord one thousand and
 eight hundred and thirty four between John Standard of
 the first part and Bennett R Truly of the second part all of the
 county and state aforesaid witnesseth that the said party of the
 first part for and in consideration of the sum of nine hun-
 dred dollars to him in hand paid by the said party of the second
 part the receipt whereof is hereby acknowledged has bargained
 and sold and by these presents doth bargain and sell unto the
 said party of the second part and to his heirs and assign-
 es forever all of the north east quarter and north half west
 half south east quarter of section No twenty three also south

252

half East half South east quarter of section No fourteen
all of township No ten of range No four east situate on
D. oakes creek in the county and State aforesaid together with
all and singular the hereditaments and appurtenances
thereunto belonging or in any wise appertaining; and the
reversion and reversions remainder and remainders rents
issues and profits thereof; and also all the estate right
title interest claim or demand whatsoever of him the said
party of the first part either in law or in equity of in
and to the above bargained premises and every part
and parcel thereof to have and to hold to the said party of
the second part his heirs and assigns to the sole and only
proper use benefit and behoof of the said party of the second
part his heirs and assigns forever in witness whereof
I have hereunto set my hand and affixed my seal the day
and date above written

Charles Reynolds J P

John Standard ~~et al~~
Piscilla ^{her} Standard ~~et al~~

be it remembered that on the 19th day of July ^{marked} in the year of
our Lord one thousand eight hundred and thirty four came
before me Charles Reynolds Justice of the peace for said county
of Madison the within named John Standard and Piscilla Stan-
dard his wife known to me to be the persons in and who have
executed the within deed and acknowledged that they severally
signed sealed and delivered the said deed for the uses and pur-
poses therein mentioned and the said Piscilla Standard
being by me privately examined apart from her said hus-
band acknowledged that she executed the said deed freely
without any fear or compulsion of her said husband all
which I do accordingly certify according to the statute in
such case made and provided

Charles Reynolds J P

Recorded the 4th day of August A D 1834

John M. Boutes J

William D. Boutes J

To Deed

George Kohler J

Received for Record the 12th day of
August A D 1834

the State of Mississippi Madison county
Know all men by these presents that I John M. Boutes
& William D. Boutes of the county and state aforesaid for a val-
uable consideration to us in hand paid by George Kohler
of the county and state aforesaid have and do by these pres-
ents sell release and convey unto him the said George
Kohler aforesaid all that tract or parcel of land lying and
being in the county and state aforesaid known and desi-
gnated as the 1/2 E 1/4 NW 1/4 of section No 14 township
No 9 of range No 4 east land as sold at Mount Liberty Miss
containing 80 acres be the same more or less to have
and to hold the above described premises with all

the appearance, thence belonging from us our heirs
executors or administrators and we do hereby bind our
selves our executors and administrators to defend the
title of the same from any person or persons whatsoever
legally claiming the same in testimony whereof we
have hereunto set our hands and seals this 16th day of
November in the year of our Lord one thousand eight
hundred and thirty three J. W. Coates & Co

test Morgan Brown }
James M. Brown } William B. Coates
the State of Mississippi } Personally appeared before me
Madison County } Nathan Walker Esquire an
acting Justice of the Peace in and for said county John Coates
and William Coates whose name is subscribed to the
 foregoing deed and acknowledged the signing sealing
 and delivering of the same to be their act and deed
 given under my hand and seal this 12th day of
 April 1834 Nathan Waring

Recorded the 13th day of August 1834

Received for Record the 9th day of August 1834
Bennett R. Tully wife } State of Mississippi Madison
Co. } County
Hugh Campbell } This Indenture made and
entered into this 28th day of April in the year of our
Lord one thousand eight hundred and thirty four
between Bennett R. Tully and his wife Eliza of the first
part and Hugh Campbell of the county of Adams and
State of Georgia of the second part witnesseth that for and
in consideration of the sum of two thousand eight hundred
dollars to them in hand paid the said party of the
first part does by these presents give grant bargain
sell convey and confirm unto the said party of
the second part all their right title and interest in
and to the following described tract or parcel of land
situated on Boyce Whitto Creek in the county of
Madison and State of Georgia and further known
as the west half of north E 1/4 and E 1/2 of north W 1/4
of section 10 22 also 1/2 of 2 E 1/4 and 1/2 of E 1/2 of
2 W 1/4 all of township No. 8 of Range 2 west containing
two hundred and eighty seven acres more or less it being known that the
said Bennett R. Tully and his wife Eliza for and in consider-
ation of the above sum the receipt whereof is hereby fully ack-
nowledged does hereby bind themselves their heirs administrators
and assigns to forever defend and make good the title to the above
described tract or parcel of land unto the said Hugh Campbell
his heirs administrators and assigns forever given

under our hands and seal the day and date above writ-
ten entered before signing Bennett R. Truby Seal
test Eliza H. Truby Seal

State of Mississippi } Personally appeared before me the
Madison County } undersigned Justice of the Peace
in and for the county and state aforesaid the within
named B. R. Truby, who acknowledged that he signed
sealed and delivered the within deed as his own act for the
purpose therein named as also his wife Eliza who
being examined separate and apart from her husband
says she has signed sealed and delivered the within as
her own voluntary act and deed and without any fear
or threats from her husband given under my hand and
seal this 9th day of July 1834 Solomon Richards J. Seal

Recorded the 18th day of August 1834

Received for Record the 29th day of December 1833
I know all men by these presents that I Benjamin
W. Edwards of Clinton Mississippi do hereby nominate
constitute and appoint Isaac Caldwell my true and
lawful attorney in fact for me and my heirs to sign seal
and duly execute such bond or bonds as may be required by
the probate or orphan's court of Madison County Mississippi
as security for Julia's Coupland in the character of
administratrix de bonis non of Walter H. Johnston decd
with the will annexed and I authorize my said attorney
to act and to do all the acts and things hereby auth-
orized and for me and in my name said attorney
is authorized hereby to do and to perform all such
things as may be necessary or required by said probate
or orphan's court and duly execute in my name
any bond or bonds required as security for said Julia's
Coupland as administratrix as aforesaid all which
shall be binding on me & my heirs given under my
hand and seal this 21st day of Decr. Eighteen hundred and
thirty three B. W. Edwards Seal

the State of Mississippi } Personally appeared before me the
Hinds County }
undersigned an Acting Justice of the Peace for said cou-
nty B. W. Edwards who acknowledged that he signed
the foregoing power of attorney as his act and deed
Given under my hand and seal this 21st day of
December 1833 Griffin J. Seal

Recorded the 14th day of August 1834

305

A. F. M. Ginty } Received for Record the 14th day
Lo³ Deed } of August 1834
R. J. M. Ginty }

This Indenture made and entered into this 28th day of July one thousand eight hundred and thirty four between Abner D. M. Ginty of the first part and R. J. M. Ginty of the second part witnesseth that the said party of the first part for and in consideration of the sum of eighty dollars to him in hand paid the receipt of which is hereby acknowledged that this day bargained sold and conveyed and by these presents doth bargain sell and convey unto the said parties of the second part two several lots or parcels of land lying and being in the town of Livingston Madison County and State of Mississippi designated on the original plot of said town as lot number one in square number five and lot number five in square number five to have and to hold to them the said parties of the second part their heirs and assigns forever the foregoing described lots or parcels land with all and singular the appurtenances and improvements thereto belonging In testimony whereof I have hereunto set my hand and seal this day and year first above written

the State of Mississippi }
Madison County }
Personally appeared before me the undersigned Justice of the peace in and for said county A. F. M. Ginty who acknowledged the signed sealed and delivered the above Deed on the day and year therein mentioned as his act and deed given under my hand and seal this 28th day of July 1834
J. W. Ewing J. P. Seal

Recorded the 15th day of August 1834

A. F. M. Ginty }
Lo³ Deed } Received for Record the 14th
R. J. M. Ginty } day of August 1834

Know all men by these presents that I Abner D. M. Ginty of Madison County and State of Mississippi for and in consideration of my indebtedness to Robert J. M. Ginty of Warren County State aforesaid in the following several sums of money to wit the sum of one hundred and sixty dollars due and payable the first day of January next and the further sum of three hundred dollars due and payable the seventh day of February next and the further sum of seven hundred and thirty dollars due and payable the twenty eighth September 1835 and for the further consideration of the liability of the said Robert J. M. Ginty on my account for the sum of three hundred and seventy five dollars or thereabouts due and payable to Geo. Brumgard of Wicksburg

B 76

Mississippi and to secure to the said Robert J. McInty
 the several sums of money due and payable to him and
 to save harmless the said Robert J. McInty on account
 of his said liability have this day bargained and sold
 and delivered and by these presents do bargain and
 deliver unto the said Robert J. McInty all the goods
 wares and merchandise, furniture and fixtures belong-
 ing to me & contained in my grocery store in the town
 of Livingston and state aforesaid & all and singular the
 household and kitchen furniture, beds and bedstands
 and Bedding chairs and tables belonging to me & con-
 tained in the house occupied by me in said town and
 all accounts and notes and accounts Books belong-
 ing to said grocery store and containing all acco-
 unts for goods wares and merchandise sold by me
 to have and to hold to him the said Robert J. McInty
 by his heirs and assigns forever all the foregoing
 described estate goods wares and merchandise debts
 and credits and Books of accounts and the said Robert
 J. McInty is hereby authorized and it is expressly de-
 clared his duty to sell and dispose of said estate in
 such manner and on such terms as he may think
 proper and appropriate the proceeds to the payment of
 his said debts and liabilities and to collect all such
 debts and appropriate to the same purpose and the
 balance if any after paying all reasonable expens-
 es of sale pay over to said Robert J. McInty or his ass-
 igns In testimony whereof I have hereunto set my ha-
 nd seal this 29th day of July 1834. A. F. McInty

the state of Mississippi
 Madison County } Personally appeared before me
 the undersigned Justice of the Peace in and for
 said county & before J. M. McInty who acknowledged
 that he signed sealed and delivered the foregoing deed
 of sale and conveyance as his act and deed for the pur-
 poses therein mentioned on the day and year last therein
 written Given under my hand and seal this 29th
 day of July 1834 A. W. Coving J. P. Seal

Recorded the 15th day of August 1834

Zachariah Cook }
 To Deed } Received for Record
 & H. Stiles and } the 14th day of August
 Benjamin Long } 1834
 This indenture made the 14th day of August A D
 eighteen hundred and thirty four between Zachariah

Lose of the county of Madison and state of Mississippi and Eliza
 Lose his wife of the first part and E. H. Stiles and Benjamin
 Long of the state and county aforesaid of the second
 part Witnesseth that the said parties of the first part
 for and in consideration of the sum of six hundred and
 four to them in hand and paid by the said parties
 of the second part the receipt whereof is hereby
 acknowledged & the said parties of the second part their
 heirs forever released and discharged given granted bargain
 ed sold conveyed and confirmed and by these presents
 do give grant bargain sell convey and confirm unto
 the said parties of the second part their heirs and
 assigns all and singular the following tracts
 or parcels of land lying and being in the state and coun-
 ty aforesaid and shown on the plot of survey of lands in
 and for the Choctaw district of said state as being the
 N. 1/2 E. 1/4 S. W. 1/4 of section No. 11 township No. 9 Range 2
 east containing 40 acres more or less together with all
 and singular the rights members incidents and appurtenances
 in any wise appertaining to have and to hold
 all and singular the premises before mentioned
 unto the said E. H. Stiles and Benjamin Long their
 heirs and assigns forever and the said party of the first
 part do covenant and bind themselves their heirs
 executors and administrators to warrant and fore-
 ver defend all and singular the said premises
 unto the said E. H. Stiles and Benjamin Long
 their heirs and assigns against themselves
 and their heirs and assigns all and every person
 or persons whomsoever lawfully or equitably claim-
 ing or to claim the same or any part thereof wit-
 ness our hands and seals the 14th day of August
 A. D. 1834 and of the sovereignty of the state

The state of Mississippi }
 County of Madison }
 me N. Wallihan Judge of Probates in and for the
 county and state aforesaid Zechariah Lose who ac-
 knowledged that he signed sealed and delivered the within
 indenture as his voluntary act and deed also Eliza
 Lose wife of the said Zechariah Lose whom from an
 examination privately and apart from her said
 husband acknowledged that she signed sealed and
 delivered the within indenture on the day and
 year therein written and for the purposes therein
 expressed and is full discharged of her right of dower
 to the premises therein conveyed as his voluntary

Zechariah Lose
 Eliza Lose Seal

act and deed without any fear threats or compulsion of her said husband Given under my hand and seal this 15th day of August 1834

Given under my hand and seal
Mellisham Judge of Probates

Recorded the 16th day of August 1834

Received for Record 20th day of August 1834

This instrument made this 26th day of Nov in the year of our Lord one thousand eight hundred and thirty three Between Hector McNeill of the first part William Shaw and John P Thompson of the second part and Joseph J Shaw and William B Shaw of the third part witnesses whereas the said Hector McNeill is Justly Indebted to the said Joseph J Shaw and William B Shaw in the sum of Seven thousand four hundred dollars

Three thousand seven hundred dollars of which is to be paid on the first day of January next and the remaining three thousand seven hundred dollars is to be paid on the first day of January Eighteen hundred and thirty five as by two several notes bearing even date with these presents well more fully appear now this instrument witnesseth that for and in consideration of the purchase and also for the further consideration of one dollar to the said Hector McNeill in hand paid by the said William Shaw and John P Thompson at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged - he the said Hector McNeill has given granted bargained sold Alien released and confirmed and by these presents does give grant bargain sell Alien release and confirm unto the said William Shaw and John P Thompson their heirs and assigns forever the following tract and pieces of land to wit the East half of the North East quarter of Section 22 in T No 8 Range 36. The E 1/2 of the S W 1/4 T No 19 T No 8 Range 36. The N 1/2 of the S W 1/4 of T No 20 T No 8 Range 36. The N 1/2 of the S E 1/4 of T No 19 T No 8 Range 36. The N W 1/4 of T No 30 T No 8 Range 3 East. The N 1/2 of the S W 1/4 of T No 19 T No 8 Range 3 East the E 1/2 of the S W 1/4 of T No 19 T No 8 Range 36. The S 1/2 of the N E 1/4 Sec No 19 T No 8 Range 3 East of the Basin Indian of the Cherokee District and in Madison County containing seven hundred and forty acres be the same more or less with all and singular the appurtenances to the said tracts or parcels of land belonging or in any way appertaining and all the legal Rights title and interest

has and assigns forever the following tract and pieces of land to wit the East half of the North East quarter of Section 22 in T No 8 Range 36. The E 1/2 of the S W 1/4 T No 19 T No 8 Range 36. The N 1/2 of the S W 1/4 of T No 20 T No 8 Range 36. The N 1/2 of the S E 1/4 of T No 19 T No 8 Range 36. The N W 1/4 of T No 30 T No 8 Range 3 East. The N 1/2 of the S W 1/4 of T No 19 T No 8 Range 3 East the E 1/2 of the S W 1/4 of T No 19 T No 8 Range 36. The S 1/2 of the N E 1/4 Sec No 19 T No 8 Range 3 East of the Basin Indian of the Cherokee District and in Madison County containing seven hundred and forty acres be the same more or less with all and singular the appurtenances to the said tracts or parcels of land belonging or in any way appertaining and all the legal Rights title and interest

of the said Hector McNeill in and to the said granted or intended to be granted lands and premises - To have and to hold the said hereby granted or intended to be granted lands and premises with the appurtenances unto the said William Shaw and John P. Thompson their heirs and assigns forever - Upon trust nevertheless that the said William Shaw and John P. Thompson and their heirs shall permit the said Hector McNeill to remain in peaceable and quiet possession of the said several parcels of land with the appurtenances and take the profits arising therefrom to his own use until default be made in the payment of either of the said sums of money in the said notes specified and then upon this further trust that he the said William Shaw and John P. Thompson or their heirs or assigns or any or either of them shall and will so soon after the happening of such default of payment as the said Joseph J. Shaw and William B. Shaw or their heirs or assigns or any or either of them may Request sell the said several tracts or parcels of land with the appurtenances or such part thereof as the trustees or their representatives hereby authorized to act shall think sufficient for the purpose and shall think proper to sell to the highest bidder for ready money at public auction after having fixed the time and place at their own discretion and ^{given} days previous notice in one or more of the newspapers published nearest the premises and at the Courtroom of Madison County and act of the proceeds of such sale after deducting expenses pay to the said Joseph J. Shaw William B. Shaw their Executors Administrators or assigns whether the said Hector McNeill may be dead living and in any way as the said notes and if the said McNeill should make default in the payment of the second note herein before described the said trustees their heirs or assigns or any or either of them and in like manner as is herein before directed authorized to sell and pay over and if any balance should remain at either of the said sales it shall be paid over to the said McNeill his heirs Executors or Administrators But if the whole of the said sums of money shall be paid by the said McNeill as they may fall due so that no default of payment is made then this indenture is void otherwise to be and remain in full force and virtue in testimony whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year above written

Signed Sealed and delivered in the presence of
 John S. Looch
 William J. Hill

Hector McNeill
 Wm. Shaw

The State of Mississippi, Personally appeared in my
presence John P. Thompson, Justice of the Peace before me Samuel Livingston
Clerk of the Circuit Court in and for said County William
McNeill and of the subscribing witnesses to the foregoing
deed who being first duly sworn depose and say that
that he saw the above named Hector McNeill and
William Shaw whose names is subscribed to the
foregoing deed sign seal and deliver the same
that he the respondent subscribed his name as a
witness thereto in the presence of the said Hector
McNeill and William Shaw and that he saw
the other subscribing witnesses John S. Looch sign
the same in the presence of the said Hector McNeill
and William Shaw and in the presence of each
other on the day and year therein named
Sworn under my hand and Seal of
said Court this 20th day of August
1834 S. Livingston, Clerk.
Recorded 20th day of August 1834

Received for Record 20th day of August 1834
This instrument made this 26th day of November in
the year of our Lord one thousand eight hundred and thirty three between Hector McNeill of the
first part and William Shaw and John P. Thom-
pson of the second part and William L. Shaw of
the third part witnesses whereas the said Hector McNeill
is justly indebted to the said William L. Shaw in
the sum of two thousand five hundred and sixty
dollars, Eight hundred and fifty three dollars of
which is to be paid on the first day of January next
Eight hundred and fifty three dollars to be paid on
the first day of January Eight hundred and
thirty five and the remaining Eight hundred and
fifty three dollars to be paid on the first day of
January Eight hundred and thirty six as by
three several notes bearing even date with these
present well more fully appear Now this inden-
ture or notes that for and in consideration of
the sum of one dollar to the said Hector McNeill in
hand paid by the said William Shaw and John
P. Thompson at and before the sealing and delivery
of these presents the receipt whereof is hereby ack-
nowledged he the said H. McNeill has given
granted bargained sold aliened released and
confirmed and by these presents does give grant

bargain sell alien release and confirm to the said
 William Shaw and John P Thompson their heirs and
 assigns forever the following tracts and parcels of land
 to wit the E 1/2 of the N 1/4 of S 28 the N 1/2 of the N 1/4
 of S 21 the E 1/2 of the S 1/4 of S 21 the N 1/2 of the N 1/4
 of S 28 all being and lying in Township 8 Range Three
 East of the Paris meridian of the Choctaw District and
 in Madison County containing three hundred and
 twenty acres be the same more or less with all and
 singular the appurtenances to the said tracts or parcels
 of land belonging or in anywise appertaining unto
 all the estate right title and interest of the said
 Hector McNeill in and to the said granted or intended
 to be granted lands and premises. To have and to
 hold the said hereby granted or intended to be granted
 lands and premises with the appurtenances unto the
 said William Shaw and John P Thompson their
 heirs and assigns forever upon trust nevertheless
 that the said William Shaw and John P Thompson
 and their heirs shall permit the said McNeill to
 remain in peaceable and quiet possession of the
 said several parcels of land with the appurtenan-
 ces and take the profits arising therefrom to his
 own use until default be made in the pay-
 ment of either of the said sums of money in the
 said notes specified and then upon this condition
 trust that he the said William Shaw and John
 P Thompson or their heirs or assigns or any or
 either of them shall and will so soon after
 the happening of such default of payment
 as the said William C Shaw or his heirs or assigns
 or any or either of them may request sell the said
 several tracts or parcels of land with the appurten-
 ances or such part thereof as the trustees or their
 representatives authorized to act shall think
 sufficient for the purpose and shall think
 proper to sell to the highest bidder for ready money
 at public auction after having fixed the time and
 place at their own discretion and given days
 previous notice in one or more of the news papers
 published nearest the premises and at the courthouse
 of Madison County and out of the proceeds of such
 sale after deducting expenses pay to the said William
 C Shaw his executor administrators or assigns
 whatever the said Hector McNeill may be just and
 owing and in arrears on the said note and if the
 said McNeill should make default in the payment
 of the said and third note herein before described
 the said trustees their heirs or assigns or either of

of them and in like manner as is herein before
 directed authorized to see and pay over and if
 any Balance should remain at either of the said
 Sells it shall be paid over to the said H. Merrill
 his then Executors or Administrators But if the whole
 of the said sums of money shall be paid by the said
 Merrill as they may feel due so that no default of
 payment is made then this indenture is void
 otherwise to be and remain in full force and virtue
 in testimony whereof the said parties to these
 presents have hereunto set their hands and
 affixed their Seals the day and year above written
 Signed Sealed and delivered

in presence of
 John S. Gooch
 William J. Hoill

Hector Merrill
 Wm Shaw

Seal
 Seal
 Seal

The State of Mississippi Personally appeared in my
 Precinct County 3 office before me Samuel
 D Livingston Clerk of the Circuit Court in and for
 said County William J Hoill one of the Subscribing
 witnesses to the within deed who being first
 duly sworn depose and say that he saw
 the within Hector Merrill and William Shaw
 whose names is subscribed to the within sign Seal
 and deliver the same that he this caption
 subscribed his name as a witness thereto in the
 presence of the said Hector Merrill and William
 Shaw and that he saw the other Subscribing
 witness John S Gooch sign the same in the presence
 of the said Hector Merrill and William Shaw
 and in the presence of each other on the day
 and year therein named

Sworn under my hand and
 Seal of said Court this 20th day of
 August 1834
 S. D. Livingston Clerk

Recorded 20th day of August 1834

Received for Record 20th day of August 1834
 This instrument made this 28th day of September in the
 Year of our Lord one thousand eight hundred and thirty
 four between John S Gooch of the first part and Joseph
 J Shaw and William H Shaw and John P Thompson of the
 second part and William Shaw of the third part
 Witnesses whereof the said John S Gooch is duly indexed

to the said million show in the sum of ten thousand
 dollars five thousand dollars of which is to be paid on
 the first day of January one thousand eight hundred
 and thirty five and the remainder five thousand
 dollars to be paid on the first day of January one thousand
 eight hundred and thirty six by two several notes
 bearing even date with their presents will more fully
 appear Now this indenture witnesses that for and in
 consideration of the premises and as for the further
 consideration of ten dollars to the said John S Good
 in hand paid by the said Joseph J Shaw William B Shaw
 or John P Thompson at and before the sealing and deliv-
 ery of these presents the receipt whereof is hereby ack-
 nowledged by the said John S Good has given granted
 bargained bargained aliened released and confirmed
 and by these presents do give grant bargain sell
 alien release and confirm to the said Joseph J Shaw
 William B Shaw and John P Thompson and their
 heirs and assigns forever the following tracts or
 parcels of land to wit East half of the north east
 quarter of Section No 20 East half of north east quarter
 of Section No 22 East half of the north west quarter
 of Section No 21 East half of the north west quarter of
 Section No 22 West half of north east quarter of Section
 No 21 1/2 South 1/4 of Section No 20 Except
 what is included in the South West corner of the
 same by running a line from the South West
 corner 2 hundred yards East then run due North
 so far as to include the improvement of William B Shaw
 West half of S 1/4 of Section No 20 West quarter and
 West half of the north east quarter Section No 20
 1/2 of the S 1/4 and East half of the west 1/2
 of the S 1/4 of Section No 22 the line dividing the
 same running North and South South 1/4 of Sec
 No 19 1/2 of the N 1/4 of Section No 29 West half of
 north west 1/4 of Section No 22 all Situated lying and
 being in Township No 8 Range 3 East of the Paris
 Meridian and in Madison County containing
 one thousand three hundred and ten
 acres be the same more or less with all and
 singular the appurtenances to the said tracts
 or parcels of land or in any way appurtenant
 and all the estate Right title and interest of
 the said John S Good in and to the said granted
 or intended to be granted lands and premises to have
 and to hold the hereby granted or intended to be
 granted lands and premises with the appurten-

ances into the said Joseph & Isaac William & Shaw
 and John P Thompson and their heirs and assigns forever
 upon trust nevertheless that the said Joseph & Shaw
 William & Shaw and John P Thompson and their
 heirs shall permit the said John & Gook to remain
 in peaceable and quiet possession of the said several
 parcels of land with the appurtenances and with
 the profits ^{arising} therefrom to his own use unless default
 be made in the payment of either of the sums of
 money in the said notes specified and then upon
 this further trust that they the said Joseph & Shaw
 William & Shaw and John P Thompson or their
 heirs or assigns or any or either of them shall and
 will so soon after the happening of such default
 of payment as the said William Shaw or his heirs
 or assigns or any or either of them may request sell the
 several tracts or parcels of land with the appurten-

ances or such part thereof as the trustees
 or their Representatives truly authorized
 to act shall think sufficient for the
 purpose and shall think proper to sell
 to the highest bidder for ready money
 at public auction after having fixed
 the time and place of sale at their
 own election and given every person
 notice in and via of the newspapers
 published nearest the premises and at
 the court house of Madison County
 and out of the proceeds of such after
 deducting expenses pay to the said
 William Shaw his Executor Administrator
 or assigns whatever the said Gook
 may be due and owing and in arrears
 on the said note and of the said

Gook should make default in the payment of
 the second note herein before described the
 said trustees their heirs or assigns or any or either
 of them are in like manner as is herein before
 directed authorized to sell and pay over and
 if any balance should remain at either of
 the said sales it shall be paid over to the said
 Gook his heirs Administrators or Executors
 But if the whole of the said sums of money
 shall be paid by the said Gook or they may
 fall due so that no default of payment
 is made then this indenture is void otherwise
 to be and remain in full force and value
 In testimony whereof the said Parties to this

presently have decreed to see their hands and
 affixed their seals the day and year above written
 sealed and delivered }
 in presence of }
 witnesses }
 Geo Robinson }
 John C Richardson }
 James Simpson }

John S Cook Secy
 Joseph J Shaw
 John P Thompson
 William C Shaw
 William Shaw

The State of Mississippi } Personally appeared in my office
 Madison County } Before me Samuel D Livingston Clerk
 of the Circuit Court in and for said county John C
 Richardson and James Simpson to of the subscribing
 witnesses to the foregoing deed who first being duly
 sworn depose and say that they saw the above
 named John S Cook Joseph J Shaw John P Thompson
 William C Shaw and William Shaw whose names is
 subscribed to the foregoing deed sign seal and deliver
 the same that they their deponents subscribed their
 names as witnesses thereto in the presence of the said
 John S Cook Joseph J Shaw John P Thompson William
 C Shaw and William Shaw and that they saw the
 other subscribing witnesses George Robinson sign the
 same in the presence of the said John S Cook
 Joseph J Shaw William C Shaw John P Thompson
 and William Shaw and in the presence of each
 other on the day and year therein named
 3 5 3 given under my hand and seal of said
 3 5 3 Court this 20th day of August 1834
 S D Livingston Clerk
 Recorded 20th day of August 1834

Robert Cooper } Received for Record the 21st day
 Trs Deed } of August A D 1834
 John B Moore } Mississippi Madison County

This indenture made this nineteenth day of April eighteen
 hundred and thirty four between Robert Cooper of the one part
 and John B Moore of the other part both of the above state and
 county that for and consideration of the sum of four hun-
 dred and fifty dollars to me in hand paid by the said John B
 Moore the receipt whereof is hereby acknowledged and the said
 Robert Cooper has hereby bargained sold and conveyed unto
 the said John B Moore his heirs and assigns a certain
 lot or parcel of land it being the East half of the South East
 quarter of section fifteen of township ten of range four
 East in the district of lands offered for sale at Mount Pleasant
 of the above state containing eighty acres and three hun-
 dredths of an acre which land was entered by and granted

To John B. Hoar on the first day of December eighteen hun-
dred and thirty as well be seen by the patent and the
said Robert Cooper does forever warrant and defend the
title of said land unto the said Moore his heirs and as-
signs from himself his heirs and assigns and from the cla-
im of all and every person whatever lawfully claiming
the same or any part thereof unto the said John B.
Moore forever in fee simple signed sealed and delivered in
the presence of
Nathan Warren J Peace
Mississippi

Robt Cooper seal

Madison County } The subscriber does hereby willingly
sell and convey the within mentioned land & premises
unto the within mentioned John B. Moore his heirs and
assigns from myself my heirs & as the wife of the said
Robert Cooper signed sealed and delivered in presence of
this the 19th April 1834. Jozah T Cooper
the state of Mississippi } Personally appeared before me
Madison County } Nathan Warren esqr and acting
Justice of the peace in and for said County Robert Cooper
and Jozah T Cooper his lawful wife whose name
is subscribed to the foregoing deed and acknowledged the
signing sealing and delivering of the same given un-
der my hand and seal this April the 19th 1834
Nathan Warren J Peace
Recorded the 22nd day of August 1834

William and James Condray }
To } Geo } Received for record the 28th
Benjamin Long } day of April 1834
This indenture made and entered into this the twenty
third day of April in the year of our Lord eighteen hundred
and thirty four between William H. Condray James Condray
and Elizabeth his wife of the county of Atalla and state of Missis-
sippi of the first part and Benjamin Long of the County of
Madison and state of aforesaid of second part Witnesseth that
the said William H. Condray James Condray and
Elizabeth his wife parties of the first part in con-
sideration of the sum of two hundred dollars to them in
hand paid by the said Benjamin Long of the second
part at or before the enrolling of these presents the reci-
pt whereof is hereby acknowledged have granted bargained
sold and conveyed and by these presents do grant bargain sell
and convey unto the said Benjamin Long his heirs and
assigns a certain tract or parcel of land situate lying and
being in the County of Madison and state of Mississippi and
designated and known as the north east quarter of section
twenty seven of township ten of range four east containing

one hundred and sixty acres together with all and singular the rights, privileges and appurtenances thereunto in any wise belonging or appertaining to have and to hold the said tract or parcel of land and each part and parcel thereof together with all and singular the rights, privileges and appurtenances thereunto belonging or appertaining unto him the said Benjamin Long his heirs and assigns forever and the said William Flouaray James Conaway and Elizabeth Conaway his wife for themselves their heirs executors and administrators the said tract or parcel of land together with all and singular the rights, privileges and appurtenances therein belonging or appertaining unto the said Benjamin Long his heirs and assigns free from the claim or claims of them the said William Flouaray James Conaway and his wife them and each of their heirs executors or administrators and of all and every person or persons whatsoever shall will and forever warrant and defend by these presents in witness whereof they the said William Flouaray James Conaway and Elizabeth his wife have hereunto set their hands and affixed their seals this the twenty third day of April in the year 1834 as first above written signed sealed and delivered in the presence of

Fielding Cahley
 George Fielder
 Country Store
 James Conaway
 Elizabeth Conaway

the State of Mississippi Personally appeared before Madison County the peace in and for said county Fielding Cahley one of the subscribing witnesses to the foregoing deed who being first duly sworn deponent and said that he saw the above named William Conaway James Conaway and Elizabeth Conaway whose names are subscribed thereto sign seal and deliver the same to the within named Benjamin Long that he this deponent subscribed his name as a witness thereto in the presence of the said William Conaway James Conaway and Elizabeth Conaway and that he saw the within named George Fielder one of the subscribing witnesses sign the same in the presence of James Conaway and Elizabeth Conaway and that he saw Country Store the other subscribing witness sign the same in the presence of William Conaway James Conaway and in the presence of each other on the day and year therein named

Fielding Cahley
 sworn to and subscribed before me this 26th day of April 1834
 Mr Ewing Seal

Recorded this 22nd day of April 1834

L. N. Starks & wife
To & Secd
Gorch McNeill & Spencer

Received for Record this
19th day of August A. D. 1834

Know all men by these presents
that we L. N. Starks & Elizabeth
his wife of the county of Madison & State of Mississippi have
this day for and in consideration of the sum of forty five
thousand dollars to us in hand paid the receipt whereof is
truly acknowledged & ad and by these presents do sell and deliver
unto John Gorch James J. Spencer Angus McNeill of
the aforesaid county and state all our right title and claim and
interest in and to the following described tracts or parcels
of land to wit the west half south east quarter of section
No. 15 township eight Range two east containing seven
ty nine $\frac{84}{100}$ acres the east half north east quarter section
twenty two same township same Range containing
seventy nine $\frac{94}{100}$ acres the west half of south east
fourth section fourteen same township & same Range
containing seventy nine $\frac{89}{100}$ acres the west half of the north
west quarter of section fifteen same township & same Range
containing seventy nine $\frac{84}{100}$ acres West half north west
fourth section fifteen same township & same Range
containing seventy nine $\frac{85}{100}$ acres south half west
half North east quarter of section fifteen same town same
Range containing thirty nine $\frac{92}{100}$ acres south half
east half south east quarter of section fifteen same town
ship and Range containing thirty nine $\frac{92}{100}$ acres
east half of south east fourth section twenty two same
town and Range containing seventy nine $\frac{94}{100}$ acres
north half east half of south east quarter of section fifteen
township eight Range two east containing thirty nine $\frac{92}{100}$
acres North half West half North east fourth section
twenty two same town same Range containing thirty
nine $\frac{97}{100}$ acres the north half west half ^{south} west quarter
of section No. 14 same town same Range containing thirty
nine acres $\frac{94}{100}$ acres West half north west quarter
section twenty seven same town same Range also north
east quarter of section No. 25 township seven Range east
being a portion of the seminarian lands and purchased at the
sale of said lands as described by the scrip in our possession
in all containing nine hundred and twenty acres more
or less the title of said lands we bind ourselves our heirs and
assigns to warrant and defend unto the said John Gorch
James J. Spencer & Angus McNeill their heirs and assigns
against the claims of all and every person or persons forever
Witness our hands and seals this the nineteenth day of
July eighteen hundred and thirty four acknowledged by
L. N. Starks before me a Justice of the Peace for Madison county
this day July 1834

Witness }
Lewis Finley }
H McNeill }

319
319

L R Starks Seal
Elizabeth Starks Seal

William Joiner J P Seal

Also the following negroes Situa aged about 28 years
Minnia, 40 years of age America 14 years of age Julian
12 -- of age, Joanna 32 years of age Annsted a black man
aged 38 years Joe 38 years Willoughby aged about 50 years
Ginny about 50 years of age Myra 28 years Milly 20
years Patsy a child Milly 26 years Nat 20 years
Flanniah 20 years Sarah 3 years Anthony a child
Nelson 18 years Henry 21 years Clozy 20 years
Alexander 40 years Jack 40 years Mowring 30 years
John 3 years, Delpha a child Charles 17 years Bea 15
years Dick 5 years John 3 years Parrilla a child
to all of which negroes I warrant sound both in body
and mind & slaves for life the title of which I will forever
warrant & defend, against all the claim or claims of all
and every persons whatsoever also all the house hold and
kitchen furniture farming utensils, consisting of
wagons ploughs harrows hoes & fourteen head horses
forty head cattle, all the hogs owned by the family
together with the crop now growing upon the planta-
tion the black smiths tools & counts and the iron &
steel Blk smiths tools &c &c - - }

Witness Lewis Finley
H McNeill

L R Starks Seal
Elizabeth Starks Seal

William Joiner J P Seal

State of Mississippi }
Madison County }

Personally came before me William
and Joiner an acting Justice of the peace in and
for the county and state aforesaid L R Starks and
acknowledged that he signed sealed and delivered the
within instrument as his act and deed for the pur-
poses therein contained and also Elizabeth Starks
his wife who on a private examination apart from
her husband acknowledged that she signed the same
freely and voluntarily without any fear threats or compulsion
from her said husband for the purposes therein
mentioned given under my hand and seal this 22nd
day of July 1837 William Joiner J P Seal

Recorded the 22nd day of July 1837

Edward H Stiles } 320
To } Deed }
Henry Philips }
Madison County }
State of Mississippi }
Received for Record the
21st day of August 1834
This Instrument made the
twenty first day of August 1834
between Edward H Stiles
of the state of Mississippi and county aforesaid of the first
part and Henry Philips of the said county and state of
the second part. Witnesseth that the said party of the first
part for and consideration of the sum of four thousand
two hundred dollars to him in hand paid by the said
party of the second part the receipt whereof is hereby acknowledged
and the said party of the second part are therefrom
forever released and discharged have given granted, bargain
sold conveyed and confirmed and by these presents doth grant
bargain sell convey and confirm unto the said party of the
second part his heirs and assigns all and singular the
following parcels and tracts of land lying and being in
the state and county aforesaid and known on the plat of
survey of land in and for the Choctaw district as being
the N^W 1/4 of section 2 & W^{1/2} of E^{1/4} of section 2 and also the
N^{1/2} of E^{1/2} of S E^{1/4} of section 2 and also the N^W 1/4 of S^W 1/4
of section 1 also the N^{1/4} of W^{1/2} of S^W 1/4 of section 1 also the
N^{1/2} of E^{1/2} of S^W 1/4 of section 1 in township 8 of range 3
east together with all and singular the rights members
incumbrances & appurtenances to the said premises incident
or in any wise appertaining to have and to hold all and
singular the premises before mentioned unto the said
Henry Philips his heirs and assigns forever and the said
party of the first part doth covenant and bind himself
his heirs executors and administrators to warrant
and forever defend all and singular the said premises
unto the said Henry Philips his heirs and assigns
against himself his heirs & against all and every person
or persons whomsoever lawfully or equitably claiming or to
claim the same or any part thereof witness my hand and
seal this twenty first day of August 1834

Witness
E H Stiles Seal
The state of Mississippi } Personally appeared in my
Madison County } office before me Samuel D Living
gston clerk of the circuit court in and for said county
Edward H Stiles and acknowledged that he signed
sealed and delivered the the within as his ^{own} ^{proper} act and on the
day and year therein written in testimony whereof I
have hereunto set my hand and affixed
the seal of our said court this 21st day of
August 1834 S D Livingston Clerk

Recorded the 22nd day of August 1834

Edward H. Stiles
To the deed of trust
Benjamin Long trustee
for the use and benefit
of Philips Munn & Starr

Received for Record the
21st day of August 1834

This indenture made and entered
into this 21st first day of August in the year 1834
between Edward H. Stiles, of the county of Madison and
State of Mississippi of the first part and Benjamin of the
county and State aforesaid of the second part with full
that the said Stiles hath this day for and in considera-
tion of one dollar to him in hand paid by the said Benja-
min Long the receipt whereof is hereby acknowledged and for
and for the further consideration of five thousand six hun-
dred dollars which the said party of the first part have
this day received from Philips Munn & Starr hath this
day bargained and sold and by these presents doth bargain
and sell to the said Benjamin Long his executors and
administrators all his right title and interest in and
to the following negroes to wit Isaac aged about 22 years
Isb about 20 Becca about 45 Maria about 24 and her
child Rhoda about 22 Maria about 18 Eliza about 16
and Daphney about 10 years old in trust nevertheless
for the following purposes to wit that is to say the said
Stiles have this executed to the said Philips Munn & Starr
my two several promissory notes one for sixteen hundred and
fifty five dollars due on the first day of January 1836 negotia-
ble and payable at the office of the Planters Bank at Newbur-
gh the other for eighteen hundred and thirty eight dollars
due on the first day of January A D 1837 negotiable and
payable at the same place now if the aforesaid Stiles his
Executors or administrators shall well and truly pay or
cause to be paid to the aforesaid Philips Munn & Starr
their heirs Executors administrators or assigns the
aforesaid sums of money without defalcation at or before
the time or any part thereof shall become due then this in-
denture is to become voyed and have no effect but if the said Stiles
shall fail to pay the aforesaid first or last mentioned notes
as aforesaid so soon as either of them shall become due then
and in that case the aforesaid Benjamin Long trustee as
aforesaid is hereby authorized and required to expose the forgo-
ing property to public sale to the highest bidder for cash in
hand and appropriate the proceeds thereof to the payment of the
aforesaid debts so far as is necessary for the payment thereof
and is to pay over the balance if any after deducting his
costs and charges to the said Stiles his executors or administra-
tors the said Benjamin Long as trustee as aforesaid is also
required to advertise the aforesaid property in some auth-
orized newspaper in this state for at least thirty days

previous to the [redacted] said Benjamin Long trustee as aforesaid doth for himself his Executors and administrators covenant and agree with and to the aforesaid parties in this instrument that he will faithfully execute the power that on him conferred according to the true intent and meaning of this instrument in testimony whereof we do hereunto set our hands and seals the day and year first above written

Test
M. Calhoun
Geo. W. Wilson

E. H. Stiles
Benjamin Long

The state of Mississippi }
Madison County } Personally appeared in my office before me Samuel D. Livingston Clerk of the circuit Court in and for said county Edward H. Stiles and acknowledged that he signed sealed and delivered the within deed of trust as his own proper act and deed on the day and year therein written in testimony whereof I have hereunto set my hand and affixed the seal of our said court this 21st day of August 1834 S. D. Livingston Clerk

The state of Mississippi }
Madison County } Personally appeared before Samuel D. Livingston Clerk of the circuit court in and for said county Benjamin Long and acknowledged the signing and sealing of this deed and accepted the powers conferred on him therein as trustee

Given under my hand and seal of our said court this 21st day of August 1834
S. D. Livingston Clerk

Recorded the 23rd day of August 1834

William C. Coker }
To } Deed } Received for Record the
Marshall Ashley } 22nd day of August 1834

State of Mississippi }
Madison County } Know all men by these presents that I W^m C. Coker of the county and state aforesaid have this day for and in consideration of the sum of one hundred dollars to me in hand the receipt whereof is hereby acknowledged and by these presents do sell and deliver unto Marshall Ashley of the state and county aforesaid all my right title claim and interest in and to a certain tract or parcel of land lying and being in the state and county aforesaid and designated as follows (to wit) the N^o 1/2 W^o 1/2 N^o 6 1/4 of section No. fifteen & township No. 8 of range three east containing thirty nine & 94/100 acres the title of said land I bind myself my heirs and assigns to warrant and defend unto the said Marshall Ashley his heirs and assigns forever witnesses my hand and seal this the 2nd day of July 1834
William C. Coker

Witness
 Wm Hill J Howland
 the state of Mississippi } personally appeared before the undersigned
 Madison County } Justice of the Peace in and
 for the county aforesaid John Howland after being duly
 sworn depose and saith that Wm C Oakes signed the within
 in deed in his presence given under my hand and seal
 this 3rd day of July 1834
 J Howland
 Recorded the 2nd day of August A D 1834
 William Goines J P Seal

John Ashley & wife } Received for Record the 2nd
 To } day of August A D 1834
 John S Howland }

State of Mississippi }
 Madison County } Know all men by these presents that
 we John Ashley & Sarah his wife of the county and
 state aforesaid have this day for and in consideration of
 the sum of thirty seven hundred forty one & 50/100 dollars
 to us in hand paid the receipt whereof is hereby acknowledged
 sold and by these presents do sell and deliver unto
 John S Howland of the county of Claiborne and state aforesaid
 all our right title claim and interest in and to a certain tract
 or parcel of land in the county and state aforesaid known and
 designated as follows to wit E 1/2 N E 1/4 & S 1/2 N 1/2 N E 1/4 of
 section No fifteen of township No eight Range No three
 east & S 1/2 E 1/2 & N 1/4 & N 1/2 E 1/4 of section No ten township
 No eight Range No three East & E 1/2 S E 1/4 & N 1/2 N W 1/4 of
 section No fourteen township No eight of Range No three east
 containing in all three hundred seventy four & 18/100 acres the
 title of said land we bind ourselves our heirs and assigns to warrant
 and defend unto the said John S Howland his heirs and
 assigns forever witness our hands and seals the 2nd day
 of July 1834 attest
 John B Johnston
 Wm J Hill
 John Ashley Seal
 Sarah Ashley Seal

The State of Mississippi } Personally appeared before the undersigned
 Madison County } Justice of the Peace in and
 for the county aforesaid John Ashley and Sarah Ashley his wife
 and acknowledged that they relinquished all their right title
 and claim of the said land of the within deed
 Personally appeared before the undersigned Justice of the Peace
 Sarah Ashley his wife and after being examined privately
 and separate and apart from her husband acknowledged that
 she signed the within deed with her own free will without
 fear or compulsion of her husband given under my hand and
 seal this 3rd day July 1834
 William Goines J P Seal

Recorded the 2nd day of August 1834

Marshall Ashley
To Seid
John S. Rowland

Received for Record the 22nd
day of August A D 1834.

State of Mississippi
Madison County

I know all men by these presents that I Marshall Ashley of the county and state aforesaid have this day for and in consideration of the sum of one thousand nine hundred and ninety five dollars to me in hand paid the receipt whereof is hereby acknowledged, sold and by these presents do sell and deliver unto John S. Rowland of the county of Claiborn and state of aforesaid all my right title claim and interest in and to certain tract or parcel of land designated as follows (to wit) $1/2$ $W 1/2$ of $W 1/4$ & $S 1/2$ $E 1/2$ of $W 1/4$ of section eleven and township eight of Range Three East $W 1/2$ $E 1/2$ $S 1/2$ & $S 1/2$ $E 1/2$ of section written Township eight & of Range three east & $N 1/2$ $W 1/2$ $N 1/2$ of section fifteen Township eight & of Range three East containing one thousand and ninety nine & $40/100$ acres in the county and state aforesaid the title of said land I bind myself my heirs & assigns to warrant and defend unto the said John S. Rowland his heirs and assigns forever to witness my hand and seal this the 2nd day of July 1834

Isaac Bulce Charles Loupus Marshall Ashley

Personally appeared before me the undersigned Justice of the peace in and for Madison county Marshall Ashley and acknowledged that he does renounce all title and claim to the within named tract of land named in the within Seid Given under my hand and seal this 3rd day of July 1834 William Jones

Recorded the 23rd day of August A D 1834

Edwin Philips
To Seid
Philips Munn & Starr

Received for Record the 23 day of
August 1834 and recorded the same day

State of Mississippi
Madison County
This instrument made and entered into between Edwin Philips of the aforesaid county and state of the first part and Philips Munn and Starr of the same do and state of the other part witnesseth that the said party of the first part for and in consideration of the sum of two hundred and eighty dollars the receipt whereof is hereby acknowledged, hath bargained and sold aliened enfeoffed and confirmed and by these presents doth bargain sell alien enfeoff and confirm unto the said party of the second part their heirs assigns and administrators all his right title and claim to a certain tract of land lying and situate in the county and state aforesaid and known as $N 1/2$ $W 1/2$ $N 1/4$ of section No 19 township ten Range 3 East to have hold use occupy and possess the said land tenements hereditaments and premises unto the said party of second part their heirs assigns and administrators forever and the said party of the first part for himself his heirs and assigns

with covenant and agree to warrant and defend the said land tenements and hereditaments unto the said party of the second part against all claims and demands whatsoever, and from and against all dowers charges encumbrances and incumbrances forever In testimony whereof we do hereunto affix our hands and seals this the 16th August 1834

L. C. Adams, D. S. Tucker } Edwin Philips
The State of Mississippi } Personally appeared ^{in my office} before me Samuel
Madison County } S. D. Livingston Clerk of the ^{district} court of probate
in and for said county Edwin Philips and acknowledged that he signed sealed and delivered the within deed as his own proper act and deed on the day and year therein written in testimony whereof I have hereunto set my hand and affixed the seal of our said court at Canton this 23rd day of August 1834 S. D. Livingston Clerk

Henry Philips } Received for Record the 25th day
To Deed } of August 1834 and Recorded the same day
Edwin Philips }

This indenture made and entered into between Madison County } Henry Philips of the aforesaid county and state of first part and Edwin Philips of the same do and state of the latter part doth witness that the said party of the first part in and for the consideration of the sum of four hundred dollars the receipt whereof is hereby acknowledged doth bargain sell alien enclose and confirm unto the said party of the second part his heirs and administrators to have use occupy and possess the said land tenements and hereditaments forever and the said party of the first part for himself his heirs and assigns doth covenant and agree to warrant and defend the said land tenements and hereditaments unto the said party of the second part against all claims and demands whatsoever and from and against all dowers charges encumbrances and incumbrances in testimony whereof we do hereunto affix our hands and seals this 16th August 1834

Test L. C. Adams } Henry Philips
D. S. Tucker }
The State of Mississippi } Personally appeared before me Samuel
Madison County } S. D. Livingston Clerk of the circuit court
in and for said county Henry Philips and acknowledged that he signed sealed and delivered the within deed as his proper act and deed on the day and year therein written in testimony whereof I have hereunto set my hand and affixed the seal of our said court the 25th day of August 1834 S. D. Livingston Clerk

25

Philips Munn & Starr ³ Received for Record the 25th
 To Deed ³ day of August A.D. 1834.
 Edwin Philips ³ State of Mississippi Madison county
 This indenture made and entered into between Philips Munn
 and Starr of the aforesaid Co and State of the first part and
 Edwin Philips of the same Co and State of the other part
 witnesseth that the said party of the first part in and
 for the consideration of the sum of four hundred dollars
 the receipt whereof is hereby acknowledged hath bargained
 sold aliened enfeoffed and confirmed and by these presents doth
 bargain sell alien enfeoff and confirm unto the said party
 of the second part all their right title and claim to a certain
 tract of land lying and situate in the county and State aforesaid
 and known as the West 1/2 of Section No 17 Township 10
 Range 3 East To have hold occupy and possess the said land tene-
 ments hereditaments and premises unto the said party of
 the second part his heirs assigns and administrators forever
 and the said party of the first part for themselves their
 heirs and assigns doth covenant and agree to warrant
 and defend the said land tenements and hereditaments unto
 the said party of the second part his heirs and assigns against
 all claims and demands whatsoever and of from and against
 all persons charges and encumbrances and judgments forever
 in testimony whereof we do hereunto affix our hands and
 seals this the 16th August 1834 Philips Munn & Starr
 J. F. Sucker L. C. Adams

The State of Mississippi Personally appeared in my office
 Madison county before me Samuel D. Livingston
 Clerk of the circuit court in and for said county Henry Phil-
 ips one of the firm of Philips Munn & Starr and acknowl-
 edged that he signed sealed and delivered the within Deed
 as their proper act and Deed of said firm on the day and
 year therein written Given under my hand and seal of
 said court this 25th day of August
 1834 S. D. Livingston Clerk

Recorded the 1st day of September 1834

Edwin Philips ³ Received for Record the 25th day
 To Deed ³ of August A.D. 1834
 Henry Philips ³ Madison county
 Mississippi ³ This indenture made and entered
 aforesaid Co and State of the one part and Henry Philips of
 the same Co and State of the other part witnesseth
 that the said Edwin Philips for and in the consideration
 of the sum of thirteen hundred and seventy dollars has
 bargained sold aliened enfeoffed and confirmed by these pres-
 ents doth bargain sell alien enfeoff and confirm unto

unto Henry Philips his heirs assigns and administrators all his right title and claim to a tract of land lying and situated in the county and state aforesaid and known as the East half North West 1/4 of section No 8 and East 1/2 of North West 1/4 and East 1/2 half South West 1/4 of section No 5 and South half of West 1/2 of South West 1/4 of section No 5 all of Township 9 Range 3 East Together with all the tenements hereditaments and appurtenments thereunto belonging or in any wise thereunto appertaining to hold use occupy and possess unto the said Henry Philips his heirs assigns and administrators forever and the said Edwin Philips my heirs assigns and administrators being bound to make good unto the said Henry Philips his heirs and administrators the said land tenements and hereditary tenements against all claims and demands whatsoever in testimony whereof I do hereunto affix my hand and seal this the 9th day of December 1833.

Test John Munn

Elias H Joiner

Edwin Philips

The State of Mississippi } Personally appeared before me in my office
Madison County } before me Samuel S. Livingston clerk of this
circuit court in and for said county, John Munn one of the
subscribing witnesses to the within Deed and after being
duly sworn deposed and said that he saw Edwin Philips
the grantor in the within Deed sign seal and deliver the
same to the within named Henry Philips and that he this
deponent subscribed his name as a witness thereto in the
presence of the said Edwin Philips and that he saw the other
subscribing witness Elias H Joiner sign the same in the
presence of the said Edwin Philips and in the presence
of each other on the day and year therein written.

{ L.P. }

Given under my hand and seal of said court this
25th day of August 1834 S. Livingston. Clk

Recorded the 1st day of September 1834

J. Lackey } Received for Record the 26th day of Aug
Deed } ust 28 1834

C. Smith } This indenture made and entered into this eleventh
day of December in the year of our Lord eighteen hundred and thirty
three between Charles Smith of the county of Madison and
State of Mississippi of the one part and John J. Lackey of the
county and state aforesaid of the other part witnesseth that
the said John J. Lackey for and in consideration of the sum of one
hundred and twelve dollars and fifty cents lawful money
to me in hand paid the receipt whereof is hereby acknowledged
-ged have granted bargained and sold and by these presents doth
grant bargain and sell unto the said Charles Smith his
heirs and assigns forever all that tract or parcel of land
situate lying and being in the state and county aforesaid

521.
which tract of land is known and designated as the North
half of the east half of the north east quarter of section thirty six
of Township No eight of Range No one west and containing
thirty nine and 9/8 hundredths of an acre together with
all and singular the premises and appurtenances thereunto
belonging or in any wise appertaining to have and to
hold the above bargained premises unto the said Charles
Smith his heirs and assigns forever and for the consi-
deration aforesaid the said John J Lackey doth cove-
nant to warrant and defend the right to the said premises
unto the said Charles Smith his heirs and assigns forever
both at law and in equity against the lawful demands
of me and every other person or persons claim or claims
whatsoever In Testimony whereof the said John J
Lackey doth hereunto set his hand and seal the day and
date first written

signed sealed and delivered in presence of

J W Ewing

John J Lackey *J. J. L.*

The State of Mississippi

Madison county

Personally appeared before me

the undersigned Justice of the peace in and for said county
the above named John J Lackey who acknowledged that
he signed sealed and delivered the foregoing deed on the day
and year therein mentioned as his act and deed

Given under my hand and seal this 11th day December
1833.

J W Ewing *J. W. E.*
Clerk

Recorded the 1st day of December 1833
v v j

George W Campbell
I do hereby Received for Record the
Charles Smith 26th day of August 1834
This Indenture made and entered into this 16th day of August
A D one thousand eight hundred and thirty four between
George W Campbell of the one part and Charles Smith
of the other part Respectfully witnesseth that the said
George W Campbell for and in consideration of the sum
of one thousand dollars to him in hand paid by the said
Charles Smith the receipt whereof is hereby acknowledged
hath this day bargained and sold unto the said Charles
Smith his heirs and assigns a certain tract or parcel of
land lying in Madison county and situated as follows
(viz) the East half of the south west quarter of section twenty
four township eight range one west of the basis
Meridian in the Choctaw District to have and to hold
the same to the said Charles Smith his heirs and assign-
ers forever together with all the right title interest and
Benefit of said Campbell in and to the same and

520

The said Campbell for himself his heirs and assigns do warrant
and forever defend the title to said land in fee simple to the
said Smith his heirs and assigns forever and the said George W
Campbell doth warrant and forever defend the title to the said
Smith from his heirs and assigns and all or any claim or
claims from any other person or persons who in or ever in the
territory of which the said George W Campbell have hereunto
set his hand and affixed his seal this 16th day of August
A.D. one thousand eight hundred and thirty four signed
sealed and delivered in presence of

J. W. Ewing Saml Floyd George W. Campbell Seal
The State of Mississippi

Madison County I Personally appeared before me the
undersigned Justice of the peace in and for said county George
W Campbell who acknowledged that he signed sealed and
delivered the foregoing deed on the day and year therein
mentioned as his act and deed given under my hand
and seal this 16th day of August 1834 J. W. Ewing J. P. Seal

Recorded the 1st day of September A.D. 1834

John J. Lackey I Received for Record the 30th
To Deed of Caleb Reed A day of August A.D. 1834

This indenture made and entered into on the twenty third
day of August in the year of our Lord one thousand eight
hundred and thirty four between John J. Lackey of the
county of Madison and state of Mississippi of the one
part and Caleb Reed of the county and state aforesaid of the second
part witnesseth that the said party of the first part for and
in consideration of the sum of eight hundred dollars to him in
hand paid before the executing of these presents the receipt where-
of is hereby acknowledged hath granted bargain sold aliened
enfeoffed and conveyed and doth by these presents grant bargain
sell alien enfeoff convey and confirm unto the said party of the
second part the following tract or parcel of land situate lying and
being in the county of Madison and state of Mississippi known
and designated above particularly as the west half of the south
west quarter of section twenty four in Township eight range
two west in the Choctaw district and state aforesaid contain-
ing eighty acres more or less to have and to hold the above described
premises with all the rights immunities privileges ways, waters
courses and appurtenances of whatsoever nature therunto belong-
ing unto the said Caleb Reed his heirs executors administrators
and assigns in fee simple forever and the said John J. Lackey for
his heirs and assigns doth forever warrant and defend the
title of the above described land to be free from the claim or claim
of any person or persons ~~claiming by through or under the said party~~
and to be free from the claim

of the second part this instrument & assigns in fee simple forever the Testimony whereof the said party of the first part hath hereunto set his hand and affixed his seal the day and year first above written.

Test Theodore J. Huley John J. Lackey & al.
Francis Thomas

The State of Mississippi } Personally appeared before me
County of Madison } N. Callahan Presiding Judge
of the court of Probates in and for said state and county the within named John J. Lackey who acknowledged that he signed sealed and delivered the within deed on the day and year therein written as his voluntary act and deed given under my hand and seal this 25th day of August 1834

Recorded the 2nd day of September A.D. 1834
N. Callahan Judge of Probates

William H. Young } Received for Record the 25th
To } day of August A.D. 1834
Elias Johnson }

This Indenture made the 24th of March in the year of our Lord one thousand eight hundred and thirty four between William H. Young of the county of Yazoo & State of Mississippi of the one part and Elias Johnson of the county of Madison and state aforesaid of the other part witnesseth that the said William H. Young for and in consideration of the sum of three hundred and two dollars lawful money of the United States to him in hand well and truly paid by the said Johnson the receipt whereof is hereby acknowledged hath granted bargained sold conveyed and confirmed and by these presents doth grant bargain sell convey and confirm unto the said Johnson his heirs and assigns all and singular the following described lot tract or parcel of land (to wit) the East 1/2 South west quarter Section No 35 Township T. 12 of Range No 3 East containing 80 acres situated in the county of Madison & State aforesaid and all the estate right title interest claim or demand of the said W. H. Young of in and to the said premises with all and singular the rights members privileges and appurtenances to the same or belonging or in any wise appertaining and the rents issues and profits thereof to have and to hold the said premises with the appurtenances to the only proper use and behoof the said Elias Johnson his heirs and assigns forever and the said Young his heirs executors and administrators doth covenant and grant unto and with the said Johnson his heirs executors administrators and assigns that he is the true and lawful owner of the premises hereby granted and hath good right full power and lawful authority to sell and convey the same in manner and form aforesaid and further that the said W. H. Young his heirs

Executors and administrators well warrant and forever defend the above
and premises with their appurtenances and every part and parcel
thereof unto the said Johnson his heirs and assigns against all
persons claiming or to claim by from or under them or any
of them or by from or under any other person or persons whatever
in witness whereof the said Wm Young hath hereunto set his hand
and seal the day and year above written sealed and delivered in pre-
sence of Abner Lambert & Young & Co

The State of Mississippi }
Madison county }
Personally appeared before me C. S. Reynolds Esquire an acting Justice of the peace in and for said county Abner Lambert the subscribing witness to the foregoing deed and after being duly sworn deponent and said that he saw Wm Young whose name is subscribed to the foregoing deed conveyance sign seal and deliver the same to Elias Johnson in his presence and that he subscribed his name as witness by request of the said William Young in his presence and in the presence of each other given under my hand and seal this 14th day of July 1834 C. S. Reynolds J. P. Abner Lambert

Recorded the 2nd day of August 1834

Received for Record the 19th day of August 1834
Ira Mullin & wife } This indenture made and entered
To & Secd } into this the nineteenth day of
Ford & Markham } August in the year of our Lord one
thousand eight hundred and thirty four between Ira
Mullin and Anna Mullin his wife of the county of Madison
and state of Mississippi of the one part and James C Ford
and Wm F Markham of the county of Warren and state of
said of the other part witnesseth that the said Ira Mullin
& Anna Mullin his wife for and in consideration of the
sum of one thousand dollars current money in hand paid
the receipt whereof they do hereby acknowledge have this
day bargained and sold and by these presents do grant bargain
and sell unto the said James C Ford and Wm F Markham
their heirs and assigns forever a certain lot or parcel of land
situate lying and being in the county of Madison and state
aforesaid and in the Choctaw district being the north east half
quarter section of section thirteen and range four and in
Township ten or Johns cove together with all and singular the
premises and appurtenances therunto belonging or in anywise
appertaining to have and to have and to hold the said land and
premises by this deed conveyed unto the said James C Ford and
Wm F Markham their heirs and assigns forever and the said
Ira Mullin and Anna his wife for themselves their heirs
executors administrators & do by these presents covenant to
warrant and defend the right to the said lot and premises by

351
this deed conveyed unto the said James C Ford and Wm St Markham
their heirs and assigns both at law and in equity In testimony
whereof the sd Ira Mullin and Anna his wife have hereunto
set their hand seal the day and date first written

C J Reynolds J P Ira Mullin Seal
State of Mississippi Anna Mullin Seal
Madison County Personally appeared before me a Justice
of the peace the above named Ira and Anna Mullin his
wife who acknowledged that they signed sealed and delivered the
foregoing deed on the day and year therein mentioned as their
act and deed and the said Anna Mullin being examined
separate and apart from her said husband acknowledged
that she signed and delivered the within deed without any
compulsion or coercion of her said husband given under
my hand and seal this 19th day of August 1834

C J Reynolds J P
Recorded the 2nd day of September A D 1834

Wm St. Swin Marshal Received for Record the
2nd day of September A D 1834
Bottley & Templeton

This Indenture made and entered into this sixteenth day of June in
the year of Our Lord one thousand eight hundred and thirty four
between William St. Swin Marshal of the United States for the
District of Mississippi of the first part and William J Bottley and
John Templeton Junior of the town of Wicksburg of the second
part Witnesseth that whereas on the thirty first day of January
in the year one thousand eight hundred and thirty four a certain
writ of fieri facias issued from the clerk's office of the District
court of the United States for the District aforesaid, at the suit of
Bernog Armstrong & Co. for the use of McCanahan & Bayard
directed to the Marshal of said District, commanding him of
the goods and chattles, lands and tenements of Robert McIntyre
& M. Campbell and J. Pinchard to cause to be made the sum of
two thousand three hundred and fifty seven dollars and ninety
seven cents which the said Bernog Armstrong & Co for the use aforesaid
had then lately in the District court aforesaid recovered again-
st them for debt, with interest on said sum at eight per centum
per annum untill paid from the twenty seventh day of January
one thousand eight hundred and thirty four and the sum
of thirty dollars and forty two and one half cents for costs by
them in that behalf expended which said writ of fieri facias was
returnable at the same term of the said District court in the year
one thousand eight hundred and thirty four which said writ of
fieri facias was levied by the Marshal on the following lands

and tenements as the lands and tenements of Robert Jm Sixty that is to say. East half of Southeast quarter of section eight, west half of Northwest quarter of section four, West half of North west quarter and East half of South east quarter of section five, west half of South East quarter of section six, West half of the North east quarter of section nine, the North East quarter the South half of the East half of the South west quarter, the North west quarter and the North half of the South west quarter of section Ten, and East half of Southwest quarter of section nine; all of which lands are of Township sixteen and Range Number five east in the County of Warren.

Also said writ of fieri facias was levied on the west half of section nine of Township thirteen of Range six west in Washington County, and the South half of the west half of the North west quarter of section four and the north half of the East half of the North east quarter of section fifteen all of Township number nine Range Number two east in Madison County all which said lands after thirty days previous advertisement in manner prescribed by law. If the title and place of sale were offered by the Marshal to sale at public auction at the door of the Court house in Vicksburg between the hours prescribed by law. At such time and place the said William S Bodley and John Temyteten appeared and bid for the said lands in separate ^{parcels} the sum of thirteen hundred and fourteen ¹⁴/₁₀₀ dollars which was more than ~~the~~ ^{any} other person did or would bid for the same and the said Bodley & Temyteten parties of the second part having bid more for each and every parcel of the above described lands than any other person would bid therefor. Now this indenture, witnesseth, that for and in consideration of the sum of thirteen hundred and fourteen ¹⁴/₁₀₀ dollars aforesaid, to the said party of the first part, by the parties of the second part in hand paid (the receipt whereof is hereby acknowledged) the said party of the first part has this day granted, bargained, sold and by these presents does grant, bargain and sell unto the said parties of the second part all the above described lands and tenements and appertainances thereunto belonging to have and to hold the said lands, tenements and the appertainances together with all the right, title interest and claim of the said Robert Jm Sixty in and to said lands either in law or equity to the said parties of the second part and to their heirs and assigns forever.

In testimony whereof I have hereunto set my hand and seal the day and year above written.

Wm. M. Gurin Marshal Escal
By Anselm Lynch Deputy Marshal

State of Mississippi Personally appeared before me John A. Warren County ss. Marshal Clerk of the Court of Probates of Warren County Anselm Lynch Deputy Marshal for the District of Mississippi who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein ^{mentioned} as his act and deed, and on behalf of his principals. Given under my hand and seal of my office this twenty eighth day of August 1834.
Recorded the 3rd day of September 1834. John A. Marsh Clerk

Received for Record the 6th day of September A D 1834
 Zachariah Cox
 To Deed
 Fulton & Montgomery
 and thirty four between Zachariah Cox and Eliza Cox
 his wife of the county of Madison and state of Mississippi of the first
 part and William Montgomery and David M. Fulton of the county
 and state aforesaid of the second part witnesseth that the party of
 the first part for and in consideration of the sum of five hundred dollars
 to them in hand paid the receipt whereof is hereby acknowledged
 hath granted bargain sold conveyed and confirmed and by these
 presents doth grant bargain sell convey and confirm unto the said
 party of the second part their heirs and assigns the following
 described tract or parcel of land situate lying and being in the
 county of Madison and state of Mississippi and known as the west
 half of the north west quarter of section thirteen Township nine
 of range two east and north of the thirty first degree of latitude
 and in the Choctaw district to have and to hold the said tract
 or parcel of land together with all the appurtenances ^{and} privileges
 whatsoever thereto belonging or in any wise appertaining to the
 said party of the second part their heirs and assigns forever and
 the said party of the first part for themselves their heirs doth
 warrant and forever defend the said tract or parcel of land to the
 said William Montgomery and David M. Fulton their heirs
 and assigns against the claim or claims of all and every person
 and persons whatsoever in witness whereof we have set our hands
 and seals the date above Zachariah Cox Seal
 Eliza Cox Seal

State of Mississippi
 Madison county
 Personally came before me Josiah Newman
 and acting Justice of the peace Zachariah Cox and acknowledged
 that he signed sealed and delivered the foregoing instrument as his act
 and deed for the purposes therein contained given under my hand
 and seal this 24th March 1834 Josiah Newman Seal
 State of Mississippi
 Madison county
 Personally came before me Josiah Newman
 an acting Justice of the peace and for the county
 and state aforesaid Eliza Cox who on a private examination apart
 from her husband acknowledged that she signed sealed and delivered
 the foregoing instrument as her own act and deed freely and volun-
 tarily without any fear threats or compulsion from her said hus-
 band given under my hand and seal this 24th March 1834
 Josiah Newman Seal

Recorded the 9th day of September A D 1834

Wm & Samuel Hamblin
To the Sea

Received for Record the 5th day
of September A D 1834.

This Indenture made and entered into this 5th day of May in the year of our Lord one thousand eight hundred and thirty four between William & Samuel Hamblin and Co and Henry Hamblin all of whom being of the State of Mississippi and County of Madison the said William & Samuel Hamblin the first part and the said Henry Hamblin of the second part Witness that for and in consideration of the sum of one hundred and two dollars to them in hand paid the Receipt of which is hereby acknowledged that the party of the first part have this day bargained, sold, delivered, released and confirmed and by these presents does bargain, sell, deliver, release and confirm all their tracts or parcels of land lying and being in the County and State aforesaid and also in the District of Choctaw designated in the Map returned by the surveyor of the District to the Commissioner of the General Land Office as being the West half of the South East quarter of Section no. Thirty five Township No. Eleven of Range No. four East containing Eighty Acres agreeably to said return, and also part of the North half of the West half of the N. W. quarter of Section no. Thirty six in said Township & Range; beginning at a stake in the Meridian between Section Thirty five and thirty six thence North seven chains to a stake thence East two chains to a stake thence South ~~thirty~~ forty five degrees East seven chains to a stake thence to the beginning containing One $\frac{96}{100}$ acres and the party of the second part his heirs and assigns to have and to hold all and singular the above described tracts and parcels of land together with all the appurtenances and appertinances whatsoever appertaining or in any wise belonging to the above described premises. The said party of the first part does by these presents undertake for themselves their heirs, executors and administrators and moreover by these presents does bind themselves their heirs, executors and administrators, to warrant and forever defend the title of the above tract and parcel of land against any person or persons lawfully claiming the same to the party of the second part his heirs and assigns.

In testimony whereof we have hereunto set our hands (jointly) and affixed our seals under the day and date above written
Signed, sealed and delivered } William, & Samuel Hamblin Seal
by the presence of }
James Smith
Asst. C. Smith

State of Mississippi } Personally appeared before me Solomon Nichols Esquire
Madison County } a Justice of the peace in and for said County, the
above named William & Samuel Hamblin & Co. who acknowledge
that they signed, sealed and delivered the foregoing deed on the day and
year therein written as their act and deed
Given under my hand and seal this 11th of August A. D. 1834
Solomon Nichols, J. P.

Recorded the 9th day of September 1834

Received for Recd on the 12th day of September 1834
State of Mississippi 3 The indenture made and
Macon County 3 Entered into the 1st day of
July in the Year of our Lord one thousand eight
hundred and thirty four between John Love Jr
of the one part and Joseph Moore of the other
part both of the County of Macon and State
of Mississippi to wit that the said John
Love Jr and in consideration of the sum of
fifty dollars lawful money of the United
States to him in hand paid well and truly by the
said Moore the receipt whereof hereby acknow-
ledge hath granted bargained sold conveyed
and confirmed unto the said Joseph Moore
his heirs and assigns all and singular the
following described lot tract or parcel of land
to wit the north west half of north west fourth of
Section 12 Township 11 Range 3 East containing forty
acres situated in the County and State aforesaid
and all the Estate Right title interest claim
and demand of the said John Love Jr of in
and to the said premises with all and singular
the Rights members privileges and appurtenances
to the same belonging or in anywise appertaining
and the Rents Issues and profits thereof to have
and to hold the said premises with appur-
tenances to the said Joseph Moore his heirs and assigns
forever and the said Love Jr his heirs and assigns
doth covenant and grant
unto and with the said Moore his heirs and assigns
administrators and assigns that he is the true
lawful owner of the premises hereby granted
and hath given full power lawful authority
to sell and convey the same in any manner
and form aforesaid and further that he the
said Love Jr his heirs and assigns and administra-
tors will warrant and forever defend the afore-
said premises with their appurtenances and
every part and parcel thereof unto the said
Joseph Moore his heirs and assigns against
all persons claiming or to claim by force or
under them or any of them or by force
or under any other person or persons whatever
in witness whereof the said John Love Jr hath
hereunto set his hand and seal the day
and year above written
Sealed and delivered in 3. John Love Jr
Macon of

State of Mississippi
Mason's County
Personally appeared before Charles Reynolds Esquire an acting Justice of the peace in and for Sevier county John Lane junior whose name is subscribed to the foregoing deed and acknowledged the signing sealing and delivery of the same to be his act and deed given under my hand

Charles D Reynolds J.P. Seal
Recorded September the 12th 1834

v v v

Received for Record 12th day of September 1834

The Grantors made and entered into this seventh day of June in the year our Lord one thousand eight hundred and thirty four Betweyn Hugh R Austin of the first part, Calvin S Bankston and Green C Beachamp of the second part and Spencer Bankston of the third and last part, Whereas said Austin is jointly indebted to the said Spencer Bankston in the sum of twenty five thousand dollars payable in three equal instalments of eight thousand three hundred and thirty three dollars and thirty three cents evidenced by the notes of said Austin bearing even date herewith the first for the sum of eight thousand three hundred and thirty three dollars and thirty three cents payable on the first day of January next the second for a like sum payable on the first day of January one thousand eight hundred and thirty four and the third for a like sum payable on the first day of January one thousand eight hundred and thirty seven) all of which the said Austin is willing and desirous of securing the punctual payment of. Now this said Austin notwithstanding that the said Hugh R Austin for and in consideration of the premises and of the further consideration of five dollars to him in hand paid by said Calvin and Beachamp the Receipt whereof is hereby acknowledged hath bargained granted and sold and by their presents doth bargain grant sell and convey unto said Calvin S Bankston and Green C Beachamp the following tracts or parcels of land to wit the East half of South East quarter of section twenty four township five and Range two west containing eighty acres and twenty four hundredths of an acre; also West half of South West quarter of section nineteen township five and Range one west containing eighty acres and twenty one hundredths of an acre. Also West half of North East quarter of section twenty six township five and Range two west containing eighty acres and eight hundredths of an acre. Also West half of South East quarter of section twenty one township five and Range two west containing eighty acres and twenty four hundredths of an acre.

South half of North west quarter of Section twenty five
Township five and Range two west containing eighty acres
also South half of East half of South west quarter of Section
twenty six Township five and Range two west containing
forty acres and four hundredths of an acre; also South
half of West half of South East quarter of Section twenty
six Township five and Range two west containing
forty acres and four hundredths of an acre also
South half of South East quarter of Section twenty
three Township five and Range two west contain-
ing forty acres and twelve hundredths of an
acre; also North half of East half of North East
quarter of Section twenty six Township five and
Range two west containing forty acres and four
hundredths of an acre; also North half of West
half of South East quarter of Section twenty six
Township five and Range two west containing
forty acres and four hundredths of an acre the foregoing
being the same lands this day conveyed by said Spencer
and wife to said Austin - also East half of North
East quarter of Section seventeen Township five
and Range three west containing eighty acres and
twenty five hundredths of an acre, also South East
quarter of Section six Township ten and Range one
west containing one hundred and sixty an. acres
and eighteen hundredths of an acre, also South
West quarter of Section five Township ten and
Range one west containing one hundred and
sixty three acres and nineteen hundredths of
an acre, also the following lots of land lying on
the Mississippi River in the County of Washington
to wit lots number one two three and six in
Section six Township ten and Range nine west
also lot number eight Section five Township
ten and Range nine west together with any and
all appurtenances and improvements thereto in
any way belonging, and the said Austin for
himself and his heirs shall and will warrant
and defend unto the said Calum S and
Green C. their heirs and assigns a good and
clear title in fee simple free from all and
every claims whatsoever upon their respective
parts that the said Calum S and Green C shall
and will permit the said Austin to retain
quiet and peaceable possession of the lands and
lots aforesaid and take the profits thereof to his
own use until default be made in the payment
of the notes aforesaid or either or any part of
them - and then and in that case the

Calvin S and Green E or either of them shall and well proceed to sell to the highest bidder at public auction for Ready money having given ten days previous notice of the time and place of Sale in some news paper published in the County of Nevada the lands and lots of land aforesaid or so much thereof as may be sufficient to pay and satisfy the sum and amount in arrears with all lawful interest and costs and from the proceeds of such sale after first paying all costs attending this trust pay to said Spencer or his assigns the balance of said sum may be due and unpaid with all costs and interest and after the objects of this trust are accomplished pay over to said Austin the balance but if said Austin shall satisfy and discharge the sum due on the first day of January next then the said Calvin S and Green E or either of them shall release to the said Austin the lots of ground herein mentioned and described as being on the Mississippi River and all the lands mentioned herein and not conveyed by the said Spencer to said Austin and when said Austin shall satisfy and discharge all of said notes then said trustees shall release to him all the lands herein mentioned in testimony whereof we have hereunto set our hands and seals this day and year first above written

Memorandum on the first page of the words "and then and" and "payment" and on third page the words "and all other lands mentioned herein and not conveyed by said Spencer to said Austin being intended before signed

R. J. Torrey

Notary Public, Nevada Territory Ed
 I Robert J. Torrey an acting Justice of the peace in and for said Territory do hereby certify that Hugh R. Austin party to the foregoing deed has personally appeared before me in said County and acknowledged the same to be his act and deed for the purposes therein expressed
 Given under my hand and seal 7th June 1854

1854
 State of Mississippi I do certify that the foregoing deed I was hereby given this day truly recorded in the clerk's office of said Territory in Record of deeds Book 2 Page 15816 Given under my hand and seal of office 4th August 1854

Hugh R. Austin
 G. S. Parkeston
 G. C. Beauchamp
 Spencer Parkeston

R. J. Torrey J.P.
 A. B. Smith

Received for Record the 22nd day of September 1834

Archabald McEchee &
Cynthia his wife
to Deed

This indenture made this twelfth day of
November in the year of our Lord eighteen

Sealcut Alford
hundred and thirty three between Archabald McEchee
and Cynthia his wife of the one part and Sealcut Alford of the other
part all of the county of Madison and State of Mississippi

witnesseth that the said Archabald McEchee and Cynthia his wife for
and in consideration of the sum of one thousand dollars to them in hand
paid by the said Sealcut Alford at and before the making and delivery of
hereof the receipt whereof is hereby acknowledged and the said Sealcut
Alford forever discharged from the same by these presents have bargained
sold and conveyed and do bargain sell and convey unto the said Sealcut
Alford and to his heirs and assigns forever all that tract or parcel
of land situate and lying in said county of Madison known and
designated as follows to wit the west half of section number
twenty two Township eight in Range number two east and
the south west quarter of section number fifteen same town-
ship and Range containing in all four hundred & seventy nine
& $\frac{36}{100}$ acres be the same more or less together with all and singular the
appurtenances therunto belonging or in any wise appertaining
to have and to hold the same land and premises hereby granted
with the appurtenances unto the said Sealcut Alford his heirs
and assigns forever And the said Archabald McEchee and Cynthia
his wife for themselves their heirs Executors and administrators do
covenant promise and agree to and with the said Sealcut Alford
his heirs and assigns by these presents that they the said Archabald
McEchee and Cynthia his wife and their heirs the above
described tract of land and premises with the appurtenances
unto the said Sealcut Alford his heirs and assigns against the
said Archabald McEchee and Cynthia his wife and their heirs
and against all and every person and persons whatsoever lawfully
claiming or to claim by through or under them or either of them
shall and will warrant and forever defend by these presents in
witness whereof the said Archabald McEchee and Cynthia his wife
have hereunto set their hands and seals the day and year first
above written

Signed sealed and delivered
in presence of J. W. Coving

Archd McEchee
Cynthia McEchee

State of Mississippi
Madison County
in and for said County
Personally appeared before me the
undersigned Justice of the peace
the within named Archabald McEchee
and Cynthia his wife who acknowledged that they signed sealed and
delivered the foregoing deed on the day and year therein mentioned
as their act and deed and the said Cynthia McEchee being
examined separate and apart from her said husband
acknowledged that she signed sealed and delivered the same

340
as per voluntary act and deed freely without any fear threats or
compulsion of her said husband Given under my hand and seal
this twelfth day of November 1833 S.W. Gwing J. Peck

Recorded the 2nd day of September 1834

Phillips Mann & Starr of the State of Mississippi
To John Clark of the County of Madison
This Indenture made and entered into
between Phillips Mann & Starr of the
afore said County and State of the first part and John Clark of the
County of Madison and State of the other part witness that the said
Phillips Mann & Starr for and in the consideration of the sum of
two hundred and fifty Dollars from the said John Clark the receipt
whereof they do hereby acknowledge have bargained sold alien conveyed and
confirmed and by these presents doth bargain sell alien convey and confirm
with the said John Clark his heirs assigns and administrators all their
right title and claim to a certain lot of ground lying and being in the
Town of Canton of the State and County aforesaid and known as
the lot No 8 of Square No 2 with all its appurtenances as particular
premises & hereditary rights therein to be belonging or in any wise
thereunto appertaining to have hold occupy and possess the said
ground tenements and hereditary rights unto the said John Clark
his heirs and assigns forever and the said Phillips Mann & Starr
do hereby agree to warrant and defend the said lot of land unto
the said John Clark his heirs and assigns against all claims
and demands whatsoever In testimony whereof we do hereby
set our hands and seals this 9th day of Sept 1834
The State of Mississippi Phillips Mann & Starr
Madison County

Personally appeared before me Samuel S. Livingston Clerk
of the Circuit Court in and for said County Henry Phillip
one of the firm of Phillips Mann & Starr and acknowledged
the within Deed to be their act and deed
Given under my hand and seal of office this 22nd day of
September 1834 S.W. Livingston C. J.

Recorded the 29th day of September 1834

Received for record the 27th Sept 1834.
Know all men by these presents that where as here before to wit on the 8th
day of December 1828 the undersigned heirs and legal representatives
of John Sevier by themselves & their authorized attorneys, did agree to a partition
of the lands selected and entered for them under a grant of five thousand
acres by the United States government bearing date 24th May 1824
& extended & continued by an act dated 15th May 1826 and selected for us
in the Choctaw District of lands in the State of Mississippi & completed
said partition according to the written memorandum thereto annexed
which is recognized & approved as satisfactory legal and obligatory now
in order to make the same more complete and easy of comprehension
& to distinguish the particular tracts of land drawn by each heir
as also the portion allowed by us to William Davis (the surveyor) whom as
the selections & locations for us we do make this additional statement
that William Overstreet is entitled to the north half of section twenty
nine in Township nine Range two west containing three hundred
and eighteen acres & eighty eight hundredths of an acre: that Robert
Sevier is entitled to the south half of section twenty Township nine
Range two west containing three hundred and eighty five acres and
twenty five hundredths that Joshua Carlson is entitled to the
north east quarter of section twenty nine Township eleven Range
one east containing one hundred and fifty seven acres & forty four
hundredths and also to the north west quarter of section twenty
Township five Range four west containing one hundred and sixty
acres and fourteen hundredths that Samuel Sevier is entitled to
north half of section twenty five in Township sixteen Range five east
containing three hundred and eighty acres and twenty five hundredths
that William McLellan is entitled to the north east quarter of
section twenty eight Township eight Range three west containing
one hundred and sixty acres & also to the north east quarter of section
Ten Township twelve Range two west containing one hundred and
fifty seven & fifty four hundredths acres: that Joseph H. Winde is
entitled to the south west quarter of section eighteen Township five
Range four west containing one hundred and sixty acres and six
hundredths & also the north east quarter of section eighteen Township
Five Range four west containing one hundred and thirty five
acres & sixteen hundredths that John S. Shea in right of his
father Archabal's Shea and with his consent is entitled to the
south half of section section eighteen Township Five Range four
West containing two hundred and seventy acres and thirty two
hundredths that George W. Sevier is entitled to the south
east quarter of section fifteen Township five Range four west
containing one hundred and sixty acres and forty eight hundredths
and also to the south west quarter of section fifteen Township
five Range four west containing one hundred and sixty acres
and forty eight hundredths Sarah Brown was thereby entitled to
the south west quarter of section twenty Township five Range
four west containing one hundred and sixty acres and sixteen
hundredths that John F. Sevier & Richard Sevier are entitled

as only heirs of Joseph Sever are entitled to the north west Quarter of section twenty nine Township five Range four west and also to the north west half of the north west quarter of the same section Township five Range four west containing in both two hundred and forty acres and fifty seven hundredths and that the said William Davis in consideration as aforesaid & for one dollar to us paid is entitled to the north east eighth of the section twenty nine Township five Range four west last above named containing eighty acres and sixteen hundredths and also to the south east Quarter of section twenty Township five Range four west containing one hundred and sixty acres and sixteen hundredths and we do hereby agree to & with each other to abide by the division aforesaid and do hereby mutually release ^{& convey to} each other all right title claim interest to all ^{any} part & portion of said tracts of land excepting to the parts & portions which belong to us respectively by virtue of said division & partition leaving as yet unpaired the title to make up deficiencies as mentioned and we do jointly and severally release sell & convey to the said William Davis & to his heirs & assigns forever all right title and interest of us and to the said two tracts & parcels of land so allotted and allowed to him as aforesaid and do warrant the same to him his heirs and assigns forever in consideration aforesaid In testimony whereof we have hereunto hereunto set our hands and seals this ~~seventh~~ ^{seventh} day of September AD 1831

signed sealed and delivered }
 in presence of us }
 A. W. Putnam }
 G. V. Sever }
 Gill Sever Seal }
 Nichl. L. Sever Seal }
 Mytho G. L. Sever Seal }
 Gill Sever Seal }
 Wm. McCallan Seal }
 Jos H. Waddle Seal }
 Jos H. Waddle Seal }
 for Sarah Brown heirs }
 John F. Sever Seal }
 Joshua Garland Seal }
 Saml Sever Seal }
 W. Coustcut Seal }
 M. J. Sever Seal }
 John S. Rice Seal }

The State of Mississippi }
 Horns County }
 Personally appeared before the undersigned one of the Judges of the Supreme Court of said State A. W. Putnam who made oath that he saw the above named grantors sign seal and deliver the foregoing Deed of Partition and release on the day & year & for the purposes therein mentioned & that he thus officiated signed the same as a subscribing witness in the presence of said grantors and of the two other subscribing witnesses and that he saw the two other witnesses sign the same in the presence of said grantors in witness whereof I have granted these presents under my hand and seal this 8th day of June 1832

Be it Remembered that we ten of the heirs of John Sever deceased have this 8th day of Decr 1828 drawn for our undivided parts of the land selected in the Choctaw district in the State of the Mississippi in the names of the heirs & representatives of John Sever and it is agreed that the selections as they are made made and numbered shall stand and that the person claiming a number that is to make good the deficiency in an other number be answerable to the person claiming the deficient number at the rate of one dollar and twenty five cents per acre (to wit) selection No. 1 pays to selection No. 9 34 acres

" No 2 - do - do - No 9 - 31 -
 " No 3 & 7 - do - do - No 4 - 30 -
 " No 4 - do - do - No 5 - 11 -
 " No 5 gets from No 4 - 10 " -
 " No 6 & 10 pays to No 10 - 7 -
 " No 8 & 14 do to No 10 - 33 -
 " No 9 gets from No 1 & 2 3 & 7 11 & 12 -
 " No 10 gets from No 6 & 8 15 & 14 -
 " No 11 & 12 to pay selection No 9 - 30 -
 making as instrumental in drawing to

- No 1 - 287
- No 2 - 287
- No 3 - 208
- No 4 - 280
- No 5 - 280
- No 6 - 288
- No 7 - 287
- No 8 - 287
- No 9 - 287
- No 10 - 282

Sarah Brown by Joseph H Windle has drawn No 10
 being selection No 9. William McClellan by his atto
 Geo W Sevier has chosen No 9 being selection No 11 & 12
 William Overstreet has drawn No 1 being selection No 1
 Archabal McNealy his atto Geo W Sevier has chosen No 4
 being selection No 5 Joshua Carlton by Geo W Sevier has chosen No 7
 being selection No 3 & 7 Joseph H Windle has chosen No 6
 being selection No 6 & 13 Geo W Sevier has drawn No 6
 being selections No 8 & 14 John F Sevier has drawn No 5
 being selection No 10 Samuel Sevier by his atto Geo W Sevier has drawn No 3
 being selection No 4 Robert Sevier by Joseph H Windle has drawn selection
 No 2 and the payments to be made to those who have drawn
 the deficient lots shall be a lien on the land which the other
 has drawn until the said deficiency is paid by each person
 respectively in testimony whereof we have hereunto set our
 hands & seals the day and date above written

Joshua Carlton *Seal*
 by his atto G. W. Sevier
 Joseph H. Windle *Seal*
 Sarah Brown *Seal*
 by Joseph H. Windle
 Robert Sevier *Seal*
 by Joseph H. Windle
 John F. Sevier *Seal*
 Richard Sevier *Seal*
 by his atto G. W. Sevier

G. W. Sevier *Seal*
 Wm McClellan *Seal*
 by his atto G. W. Sevier
 Wm Overstreet by his atto
 G. W. Sevier *Seal*
 Samuel Sevier *Seal*
 by his atto G. W. Sevier
 Wm Overstreet *Seal*

344

The State of Mississippi
Hinds County Court of said County do hereby certify that
the foregoing Decree was filed for Record in this office the 9th day
1832 and that the same has been duly recorded in Record of Decrees
Book C Page 126. Is given under my hand and seal of office this 11th
June 1832
For Dawson Deputy
for F. W. Baird Clerk

State of Mississippi
Gazoo County Court Clerk's office
I William P. Gadberry Clerk of the County Court of
said County do certify that the foregoing deed of partition between
the heirs and legal Representatives of John Sevier deceased is duly recorded
in my office in Book C pages 288, 289, 290 & 291 this 31st day of
July 1831 and filed for Record the same day
Is given under my hand and seal
of said Court this 31st day of July
1832 W. P. Gadberry Clerk

Recorded the 1st day of October 1834

Received for Record the 29th Sept 1834
Whereas it is reported and understood that the Congress
of the United States are about to give and grant white to
the heirs of John Sevier said deceased land amounting to the amount
of five thousand acres for his services as a commissioner to take
the latitude examine the soil in the great bend of Tennessee
and it is known that we William McLellan & Elizabeth McLellan
his wife heirs &c of the said John Sevier have by these presents
bargained and sold & do convey unto Geo W Sevier of Overton County
and state of Tennessee for the sum of five hundred dollars to be in
hand paid by the said Geo W Sevier the receipt whereof is here by
acknowledged all the right title claims interest and annuity
that we or either of us may have jointly or severally in and to
whatever part we may be entitled to of the aforesaid land
agreements both in Law and Equity to have and to hold unto the said
Geo W Sevier his heirs and assigns forever for the performance of
which we bind ourselves our heirs &c in the sum of five thousand
dollars unto the said Geo W Sevier his heirs &c in testimony where
of we have hereunto set our hands and seal at Nashville in the
State of Tennessee this 28th day of December 1822 W^m McLellan
in the presence of Alpha Kingsley E. C. McLellan

United States of America State of Tennessee Davidson County
To whom it may concern be it known that on the day and date
hereof personally and appeared before me Henry Hager Secretary
Public for the county of Davidson in the state of Tennessee duly commis-
sioned and sworn according to law residing in the city of Nashville
in said state Alpha Kingsley to me known and the first being
sworn deponeth and saith that William McLellan and Eliza-
beth McLellan his wife did execute and acknowledge the foregoing
conveyance or Bond in the presence of the said

He became a subscriber ~~to the~~ at their
instance and request ~~of the~~ 926

In testimony whereof I have hereunto set my hand
and affixed my notarial seal this 3rd day of January
AD 1832
H. Hagen Notary Public

having no
seal of office H. Hagen N.P.

State of Tennessee Executive Department

I William Carroll Governor in and over the state do hereby
certify that Henry Hagen whose signature is annexed to
the foregoing certificate is now and was at the date thereof
a Notary Public in and for the county of Davidson in
the said state duly commissioned and that his official as
such are entitled to full faith and credit and that the
said certificate is in due form of law

In testimony whereof I have hereunto set my hand and
caused the Great Seal of the state to be affixed at
Nashville the 6th day of January 1832

by the Governor Wm Carroll
Sam G Smith Secretary of State

N 6 quarter Sec. 10 Town 12 N. E W 15 7 1/4 acres
N 6 do Sec 28 " - 8 " 3 W 160 acres

God willing I do assign to transfer all the right title claim
interest and demand that I have to the within land lying
also being in the State of Mississippi to N. W Putnam and
W. L. Sevier this 30th day of April 1832 W. L. Sevier Seal

Recorded the 2nd October AD 1834

The State of Mississippi } This Indenture entered
Madison County } in this day between James S
Richard & Elizabeth H. Richard his wife of the one part
and Joseph Boardman of the other part it being the trans-
fer of a title of a tract of land entered by James S
Richard and Joseph Boardman in copartnership lands
sold at Mount Salem Miss.)

know all men by these presents that we James S. Richard
and Elizabeth H. Richard my wife of the County & State afores-
aid for the sum of two hundred and ninety seven dollars
to us in hand paid Joseph Boardman of the County and
State aforesaid having granted, bargained, sold & released unto
the said Joseph Boardman all due right title & interest to the
following tract or parcel of land lying and being in the Coun-
ty and State aforesaid known & designated as follows S. W. 1/4 of
sect. No. 2 of Town 12 N. E. of Range 8 No. 1 East T. 1 N. 12 E. 8 1/4
N. 12 E. 8 1/4 of Range 8 No. 1 East T. 1 N. 12 E. 8 1/4

Containing 1/4th Acres to the same more or less together with all
 and singular the rights numbers & appertain
 ances to the said premises incident or in any wise appertaining to have
 and hold all and singular the premises before mentioned unto the
 said J Bourman his heirs and assigns forever and we do hereby
 bind ourselves our heirs, executors & administrators to warrant and
 forever defend all & singular the said premises unto the said J
 Bourman his heirs & assigns our his and against every person
 lawfully claiming or to claim the same or any part thereof
 witness our hands & seals, this 1st day of Oct 1834

Rightly of the State
 Just

James H. Richard Esq
 Elizabeth H. Richard Esq

The State of Mississippi } Personally before me the undersigned
 Madison County } Justice of the Peace in and for the County
 aforesaid James H. Richard and acknowledged that he signed sealed
 and delivered the within indenture to be his voluntary act and
 deed also at the same time Elizabeth H. Richard the wife of
 said James H. Richard personally appeared before me who after
 a private examination separate and apart from her said
 husband acknowledged that she signed sealed and delivered
 the same on the day and year therein written freely volu
 ntarily without any fear threats or compulsion of her
 said husband as her voluntary act and deed thereby
 relinquishing all her right title and interest to the within
 described and conveyed premises Given under my hand and
 seal this 1st day of October 1834 William J. Jones, Clerk
 Received the 8th day of October 1834 and
 Recorded the 9th day of October 1834

William Scott

Received for record the 29th of Sept
 1834 by Recorded the 9th of October 1834

This Indenture made the fourth day of
 August in the year of our Lord one thousand eight hundred
 and thirty two between Timothy Anderson son
 of Madison County and state of Mississippi of the
 one part and William Scott and Anna Scott his wife
 of the County and state aforesaid of the other part
 witness that the said William Scott and Anna Scott
 his wife for and in consideration of the sum of thirty
 dollars to him in hand paid by the said Timothy Anderson
 at or before the making of this present and the delivery thereof
 the receipt whereof is hereby acknowledged; and the said
 William Scott and Anna Scott and their heirs executors
 and Administrators forever released and discharged therefrom
 by their presents have granted bargained sold conveyed and
 confirmed and by these presents do grant bargain all
 convey and confirm unto the said Timothy Anderson his
 heirs and assigns forever all that tract or parcel of land
 lying and being in Madison County and state aforesaid

Known and designated as follows commencing at
the North West Corner of Section Six Township eight
and Range one West and running East forty feet to
a Post oak Stake thence South twenty two Rods
to a Post oak Stake thence forty five Rods to a
Post oak Stake thence North twenty two Rods
to the place of beginning containing 550 acres be
the same more or less together with all and singular
the appurtenances, Hereditaments, privileges and
advantages whatsoever unto the above described
premises belonging or in any wise appertaining and
also all the Estate right interest title and property and
claim ^{in law or in equity of them the said William Scott and Anna his wife}
the said ~~William Scott and Anna his wife~~
bought and described premises with the appurtenances
unto the said Timothy Anderson his heirs and assigns forever
and the said William Scott and Anna his wife their heirs
Executors and Administrators do covenant grant promise
and agree to and with the said Timothy Anderson his
heirs and assigns that they the said William Scott and
Anna his wife and their heirs the above described and
hereby granted premises and every part thereof with the
appurtenances unto the said Timothy Anderson
his heirs and assigns against the said William Scott
and Anna his wife and against all persons lawfully
or equitably claiming or to claim said premises on
any part thereof by force or under them or any of
them will warrant and ^{by their heirs} defend in witness
whereof the said William Scott and Anna his wife have
hereunto set their hands and seals the day and year
above written

Signed sealed and delivered in presence of
William Scott
Anna Scott
mark

State of Mississippi } Personally appeared before me
Madison County } William Collins an associate
Justice in and for said County the within named
William Scott who acknowledged that he signed said
and delivered the foregoing Deed on the day and year
therein mentioned as his act and deed also Anna
Scott who acknowledged that she signed sealed and
delivered the same as her voluntary act and deed
freely without any fear threats or compulsion of
her husband

Given under my hand and
seal this 15th day of August
1832 William Collins

Recorded the 10th day of October 1834

348
Ivorn Wadlington

Received for the said
Samuel Harston 2 day of October A.D. 1834
This Indenture made this eighteenth day of July in the year
of our Lord one thousand eight hundred and thirty four
between Ivorn Wadlington and Elizabeth A. his wife
of the first part and Samuel Harston of the second part
all of the County of Madison and State of Mississippi
Witness that the said Ivorn Wadlington & Elizabeth
A. his wife for and in consideration of the sum of eight
hundred and fifty five dollars and fifty five cents to
them in hand paid and truly paid by the said Samuel
Harston at and before the here writing and delivery of these
presents the receipt whereof is hereby acknowledged have granted
bargained sold conveyed and confirmed and by these presents
do grant bargain sell convey and confirm unto the said
Samuel Harston his heirs and assigns the following
described lots or parcels of land situate lying and being
in the County and State aforesaid to wit: The East half
of the South East Quarter of section twenty of township
ten of Range three East also the West half of the South
West Quarter section twenty one of the same township
and Range aforesaid together with all and singular the
hereditaments and appurtenances whatsoever belonging
or in any wise appertaining to said premises to have and
to hold the said tract of land with all & singular the tenements
& hereditaments and every part and parcel thereof unto
the said Samuel Harston his heirs and assigns
forever. And the said Ivorn Wadlington for himself
and his heirs the said tracts or lots of land with all and
singular the premises and hereditaments and appurtenances
before mentioned unto the said Samuel Harston his
heirs and assigns against the said Ivorn Wadlington his
heirs and against all persons whatsoever lawfully
claiming or to claim shall and will warrant firm
forever defend by these presents in witness whereof the
parties have hereunto set their hands and seals the
day and year above mentioned.

Signed sealed and delivered in presence of
Ivorn Wadlington Elizabeth A. Wadlington
S. W. Corning
The State of Mississippi Personally appeared before me
Madison County the undersigned Justice of the
Peace in and for said County the above named Ivorn
Wadlington & Elizabeth A. his wife who acknowledged they signed sealed and delivered the foregoing
deed on the day and year therein mentioned as their act and
deed and the said Elizabeth A. his wife being examined
separate and apart from her said husband acknowledged

Under said Assignment with the fear threats or
compulsion of them and their heirs or the fear of his
displeasure Given under my hand and seal this
19th day of July AD 1834 J W Coving J Seal

Recorded the 11th day of October 1834

David W Healey → Received for Record the 9th day
of October 1834
William Owens →

This Indenture made and entered into this twenty eight
day of June in the year of our Lord one thousand eight
hundred and thirty four between David W Healey and
Maria L Healey his wife of the first part and William
Owens of the second part all of the County of Madison
and State of Mississippi Witnesseth that the said David
W Healey for and in consideration of the sum of twenty seven
dollars and eighty nine cents to him in hand paid the
Receipt whereof he doth hereby acknowledge that he
granted bargained sold and conveyed and by these presents
doth grant bargain sell and convey unto the said
William Owens a certain tract or parcel of land sit-
uated lying and being in the County and State aforesaid
and known as East half of the North East Quarter of
Section No 10 of Township No 9 of Range two East containing
seventy nine and 9/16 acres to have and to hold the same together
with all and singular the appurtenances thereunto in any
wise belonging to him his heirs and assigns forever and
they said David W Healey and his heirs the title to the aforesaid
tract or parcel of land and their appurtenances unto the
said William Owens his heirs and assigns against him
the said David W Healey his heirs and assigns and against
all persons legally claiming shall and will by these presents
forever warrant and defend in writing whereof we have here-
unto set our hands and seals this the day and date above
written

D W Healey Seal
M L Healey Seal

The State of Mississippi Personally appeared before me
Madison County William Jones a Justice of the
Peace in and for the County aforesaid David W Healey
and acknowledged that he signed sealed and delivered the
within indenture to be his own voluntary act and
Deed Given under my hand and
seal this 29th day of September 1834

William Jones J

Recorded the 13th day of October AD 1834

William H. Coy and
Saville Lewis
To Mortgage
William Jones.

Received for Records the
14th day of October 1834
and recorded the same day.

The State of Mississippi
Madison County

This Indenture made and entered into this the fourteenth day of October) eighteenth hundred and thirty four (1834) between William H. Coy, of the County and State aforesaid and Saville Lewis, of the County of Hernando and State aforesaid of the one part and William Jones of the County of Hernando and State aforesaid of the second part witnesseth that whereas the said party of the first part is justly indebted to the said party of the second part the sum of seven thousand seven hundred and ninety three dollars (\$7,939.00) which will more fully appear by reference to three promissory notes made and drawn by the said party of the first part in favour of the said party of the second part payable and negotiable in the Planters Bank at Natchez each on for the sum of Two thousand five hundred and ninety seven dollars and ninety six and two thirds of a cent (\$2,597.66) due and payable as follows to (viz) one of said notes is due and payable the first day of January eighteen hundred and thirty six (1836) another one of said notes is due and payable the first day of January eighteen hundred and thirty seven (1837) and the other one of said notes is due and payable the first day of January eighteen hundred and thirty eight (all of said notes were given for the purchase money of the land herein after conveyed) and whereas the said party of the first part is desirous to receive the said party of the second part in the prompt payment of the several sums above mentioned as each one of them becomes due and payable now for and in consideration of the above premises and for the further sum of ten dollars in hand paid the receipt of which is hereby acknowledged the said party of the first part have this day granted bargained and sold to the said party of the second part and do by their presents truly grant bargain and sell to said party of the second part the following tracts or parcels of land situate lying and being in the County and State aforesaid particularly known and designated as follows (to-wit) the south west Quarter and the East half of the South East Quarter of Section No. twenty (20) the North West Quarter of and the North East Quarter of Section No. twenty nine (29) the East half of the South East Quarter and the West half of the South West Quarter of Section No. twenty one (21) the West half of the North

West Quarter the West half of the North East
Quarter the North half of the East half of the
North East Quarter the North half of the West
half of the South East Quarter and the South
half of the East half of the South East Quarter
of section No twenty eight (28) the South West Quarter
the East half of the South East Quarter and the West
half of the South East Quarter of section No twenty
two (22) the West half of the North East Quarter of
section No twenty seven (27) the West half of the
North West Quarter of section No thirty four (34)
and lot No six (6) of section No twenty six (26)
all in Township No nine (9) of Range No four (4) East
containing one thousand five hundred and fifty eight
Acres and seventy eight hundredths of an acre it being
the same land sold to the said party of the first part
by the said party of the second part and his wife
Mary Jones which will appear by reference
to their Deed of this date to the said party of the
first part to have and to hold the above described land
together with all and singular its hereditaments and
appurtenances of whatsoever kind thereunto belong-
ing unto the said party of the second part his
heirs and assigns in fee simple forever and we the
said party of the first part do hereby further covenant
and agree that we will well and truly warrant and
forever defend the right to the above described land
to the said party of the second part his heirs Executors
Administrators and Assigns in fee simple forever
against the claim of any and every person (for the
performance of which we bind our heirs Executors
Administrators and Assigns) whatsoever to be free
from all encumbrance nevertheless upon the following
trust and conditions that the said party of the ~~second~~^{second}
part permit the said party of the first part to remain in
^{said party} peaceable possession of the above described land and receive for
their own benefit all Comoliments arising therefrom till
a default in the payment of any one of the above described
notes takes place then and in that case the party of
the second part his Assigns or legal representatives by
giving sixty days previous notice in some newspaper
printed in Madison or Herkinds County State afore-
said may proceed to sell to the highest bidder for
cash in the town of Canton State and County
of or said so much of said land as will satisfy
said Default all interest and cost of a advertising
and the said party of the second part shall make the
purchaser or purchasers such title as is vested in
him it is hereby expressly and further stipulated

That the sale in the manner above mentioned may be made by the said party of the second part his heirs or legal representatives in upon default in the payment of any one or all of the above described notes proceeding to sell at each and every one of such defaults separately, and it is further stipulated that the said party of the first part may have the liberty of designating (if they choose) what part of the above described land they prefer having sold at each time of sale but if there be no default in the payment of any one of the above notes then this obligation to be null, void and of no effect otherwise to remain in full force and virtue!

the words part and above interlined } W. Hooy Seal
 before signed } Granville Lewis Seal
 } Wm. Jones Seal

In the State of Mississippi } Personally appeared before me
 Madison County } Samuel Livingston Clerk of the
 Circuit Court } and for said County William Hooy
 Granville Lewis and William Jones who acknowledged
 the signing sealing and delivering of the foregoing Mortgage
 to be their act and deed.

Given under my hand and seal
 of said Court this fourteenth
 day of October 1834
 S. Livingston Clerk

Recorded the 14th Oct. 1834

Stephen Stapleton & wife } This Indenture made the 19th
 Joseph Collins } of Decr 1834 between Stephen
 and State of Mississippi } Stapleton of Madison County
 wife the first part } and Nancy his
 of said } wife the first part of Joseph Collins of the County and State
 of the other part } of said } witnesseth that the
 said Stephen Stapleton and his wife for and in consider-
 ation of the sum of eight hundred and fifty dollars to
 them in hand paid the receipt whereof is hereby acknowledged
 by them presents have granted bargained sold and conveyed
 and confirmed and by these presents do grant bargain and
 confirm unto the said Joseph Collins and to his heirs
 and assigns all that tract or parcel of land No as follows
 to wit the West half So E 1/4 of Sec No 5 Township No 9
 of R. No 3, 6 containing seventy nine 8/100 of an acre also
 the S half of the E 1/4 of S E 1/4 of section No 5
 T. No 9 of R. No. 3, 6 containing thirty nine and 5/100
 of an acre together with all and singular the rights
 titles privileges inheritments and appurtenances whatsoever
 therunto belonging or in any wise appertaining
 and also all the estate of right or claim whatsoever
 of them the said Stephen Stapleton and his wife Nancy.

in law or equity to have and to hold the above described tract of land unto the said Joseph Collins his heirs and assigns to the only proper use and behoof of the said Joseph Collins his heirs and assigns forever in witness whereof the said parties to these presents have set their hands and seals
witness John C. Beuthall
William Hagedale
Stephen Stapleton
Nancy Stapleton

The State of Mississippi
Madison County
Personally appeared before me
William Livingston Clerk of the Circuit Court in and for said County Stephen Stapleton and Nancy Stapleton his wife and acknowledged that they signed sealed and delivered the within deed to the within named Joseph Collins on the day and year therein written and for the purposes therein expressed the said Nancy Stapleton being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the same freely and voluntarily of her own accord without any fear threats or compulsion of her said husband.

Given under my hand and seal of said Court this 20th day of September 1834

Wm Livingston
Madison County
State of Mississippi
This 19th of Dec 1833 Personally appeared before me the subscribing one of the Justices of the Peace in and for the County aforesaid Stephen Stapleton and Nancy his wife and acknowledged the above Indenture to be their and each of their act and deed and avowed the same as such might be recorded according to law she the said Nancy being of lawful age separate and apart from her said husband by me examined and the full contents of the said Indenture unto her made known whereupon she did declare that she did voluntarily and of her free will and accord seal as her act and deed deliver the same without any concern or compulsion of her said husband whatever
witness my hand and seal Charles Moore J of Peace

Recorded this 16th day of October 1834

Killis Walter
Joz. Sean
Paul Ford & Montgomery
Received for Record
the 22nd day of Sept
1834

This Indenture made this 23rd day of August in the year of our Lord one thousand eight hundred and thirty four between Killis Walter of the County of Madison and State of Mississippi of the one part and

and William Montgomery and David M. Fulton both of the County and State aforesaid of the other part. Witness the at for and in consideration of the sum of one hundred dollars to him the said Walton in hand the Receipt whereof is hereby acknowledged hath leased unto the said Montgomery & Fulton a certain lot or parcel of land lying and being in the Town of Canton beginning two hundred feet South of the South East corner of the public square and on the street that runs a south course from said corner and running South with said street one hundred feet thence East two hundred feet thence North one hundred feet thence West two hundred feet to the beginning to have and to hold all and singular the privileges and appurtenances unto the same belonging for the Term of four years from the first November next this 23rd August 1834

Philip M. Loe
Jesse Loe

Kellis Walton

The State of Mississippi
Madison County

Personally appeared before me Samuel C. Livingston Clerk of the Circuit Court in and for said County do hereby certify Philip M. Loe and Jesse Loe the subscribing Witnesses to the within Deed and after being duly sworn depose and say that they saw Kellis Walton sign and the within lease to the Montgomery and David M. Fulton and that these Deponents subscribed their names thereto as witnesses in the presence of the said Kellis Walton and the Montgomery and David M. Fulton and in the presence of each other.

[Signature]
D. L. Brown

Given under my hand and seal of office this 23rd day of September 1834

Recorded the 18th day of October 1834

Wm. Graves
So $\frac{2}{3}$ Paid
John S. Sucker

3
3
3
The record for record the 18th day of October 1834

This Indenture made & executed this 12th day of October in the year of our Lord one thousand eight hundred and thirty four between William S. Graves of Madison County and State of Mississippi of the one part and John S. Sucker of the County and State aforesaid of the second part Witness the that the party of the first part for and in consideration of the sum of eight hundred dollars to him in hand paid by the party of the second part before the ensuing and delivery of these presents the Receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain and sell alien convey and confirm unto the party of the second part his heirs and assigns forever a certain tract or parcel of land situate lying and

355

Being in the County of Madison in the State of Mississippi being the
S. 1/4 & E. 1/2 N. 1/4 of Section No. 32 Township 10
Range 26 containing two hundred and forty four (404)
acres more or less. It being a tract or parcel of land
Entered at Public Sale by the party of the first part &
held by Receiver's Receipt of the Land Office at Mount
Pulaski the bearing date August 17th 1833 which the
Party of the first part doth convey with all and singular
the appurtenances and improvements thereon or thereunto
belonging or in any wise appertaining to have and to hold
the said tract or parcel of land and premises hereby conveyed
together with the appurtenances unto the said party of the
second part his heirs and assigns forever and the said
party of the first part for himself his heirs Executors
and Administrators the aforesaid tract of land and
premises together with the appurtenances unto the
Party of the second part his heirs and assigns forever
against the claim or claims of all and every person or
persons whatsoever will hereunto and forever defend by
these presents and the said party of the first part for
himself his heirs Executors & Administrators doth coven-
ant that he is seized of the aforesaid tract of land &
premises and that he has full right & power to convey
the same in testimony whereof the party of the first part has
hereunto set his hand and affixed his seal at the day and date
above written

signed sealed and acknowledged William T Graves Deed
and delivered in presence of Margaret Graves Deed
the State of Mississippi Personally appeared before me
County of Madison N. Callahan Presiding Judge of
the Court of Probates in and for said State and County
William T Graves who acknowledged that he signed sealed
and delivered the foregoing indenture as his voluntary act and
Deed also Margaret Graves wife of the said William T Graves
personally appeared before me who upon a private examination
separated and apart from her said husband acknowledged
that she signed sealed and delivered the same freely volunta-
rily and without any fear threats or compulsion of
her said husband as her voluntary act and deed and in
relinquishment of her right of dower to the lands therein
described In testimony whereof I have hereunto put my
hand and seal this 15th day of October AD 1834

N. Callahan Judge of Probates

Recorded the 16th October AD 1834

Samuel Walton

Received for Record the 24th day of September A.D. 1834

Madison County of the State of Mississippi Samuel Walton and Mary his wife of the aforesaid County and State of the first part and William Sadler of the same Co & State of the other part (witnesseth that the said party of the first part for and in consideration of the sum of ^{three thousand} ~~three thousand~~ ^{three hundred} dollars from the party of the second part the receipt whereof they do hereby acknowledge that bargained sold aliened enfeoffed and confirmed and by these presents doth bargain sell alien enfeoff and confirm unto the said party of the second part his heirs Assigns and Administrators all their right title and claim to a certain lot or tract of land lying and being in County and State aforesaid and known as the Ept S 6 1/4 of Section No 2 of the NW 1/4 of section No 2 of and the NW 1/4 of Ept S 6 1/4 and Sp 6 1/4 S 6 1/4 and Ept N 6 1/4 of section No 29 of Township 9 Range B. 6. together with all the tenements premises appurtenances and hereditaments thereto belonging or in any wise thereunto appertaining unto the said party of the second part his heirs Assigns and Administrators to have use occupy and possess forever and the said party of the first part are hereby well and firmly bound to the party of the second part to warrant and defend the said land tenements and hereditaments against all claims and demands whatsoever and of from and against all claims charges costs damages and enfeoffments and of from and against any person and persons that lawfully claim or to claims under him or any of them In testimony whereof we do hereto set our hands and seals this 22nd day of Sept A.D. 1834 Samuel Walton Seal
The State of Mississippi
Madison County

Personally appeared before me William Jones Esquire in and for the County and State aforesaid Samuel Walton and acknowledged that he has signed sealed and delivered all his right title and claim to the within Indenture as his voluntary act and deed also Mary Walton wife of said Samuel Walton personally appeared before me upon a private examination separately and apart from her said husband acknowledged that she signed sealed and delivered the same on the day and date therein written freely voluntarily without any fear or threats or compulsion of her said husband as her voluntary act and deed thereby Relinquishing all her right title and interest to the within and described and conveyed premises

357

Given under my hand and seal this 2nd day of September 1834, William J. Jones, Clerk
Recorded the 16th day of October 1834

Samuel Hearston
Do. Do. Received for Record
William Magdale the 20th day of Sept 1834
Madison County
Mississippi

This Indenture made and entered into between Samuel Hearston of the aforesaid County and State of the first part and William Magdale of the same Co. and State of the other part witnesseth as follows that the said Samuel Hearston of the first part in and for the considerations of the sum of one thousand dollars has granted bargained sold aliened conveyed and confirmed and by these presents doth bargain sell alien convey and confirm unto the said William Magdale his heirs Assigns and Administrators all his right title and claim to a certain tract of land lying in the aforesaid County and State and known as the West 1/2 of NW 1/4 of Section No 9 of Township No 9 of Range 3 East together with all and every of its appurtenments here detriments premises and mesages thereunto belonging or in any wise pertaining thereunto to have and to hold the said mesages tenements and hereditaments unto the said William Magdale his heirs Assigns and Administrators doth covenant and agree with the said William Magdale his heirs Assigns and Administrators by these presents that the said William Magdale his heirs Assigns and Administrators shall and may lawfully from time to time and at all times hereafter peaceably have hold occupy and possess the said land and hereditaments and hereditaments hereby granted and confirmed with their and every of their appurtenances free and fully discharged or well and sufficiently kept harmless and indemnified from and against any and every other claim or demand whatsoever and bargains sales and jointures engagements and debts and of and from all troubles charges and encumbrances whatsoever had done or supposed or to be had done or suffered by the said Samuel Hearston his heirs Assigns and Administrators or any other person or persons lawfully claiming or to claim of fraud or under hand or any of them In testimony whereof I do hereunto affix my hand and seal this the eighth day of December one thousand eight hundred and thirty two

Samuel Hearston
Judith Hearston

Mississippi
Madison County
The recorded the 22nd day of October 1834

Board of Police
So Deed
A & Theatic

Whereas by an act of the Legislature of the State of Mississippi approved on the first day of March in the year of our Lord one thousand eight hundred and thirty three the Board of Police for the County of Madison in the State of Mississippi were authorized and empowered to contract for or receive as a donation, a certain parcel or tract of land in said County, upon which to locate a Town, as a permanent seat of Justice for said County which said town was to be known and designated by the name of Canton and whereas, in pursuance of the provisions of said act such selection has been made, and such town laid off a plot of which has been placed of Record among the proceedings of said Board of Police; and whereas a sale of the lots in said Town of Canton, was had on the 26 day of May in the year 1834 at which said A & Theatic became the purchaser of Lot No. 4 in square No. 4 according to the plan of said Town, at the price of three hundred dollars the payment of which has been duly secured.

Know all men by these presents, that with the undersigned members of the Board of Police for the County of Madison for the time being in consideration of the said sum of three hundred dollars paid or secured to the said Board by the said ^{and by} ~~the~~ ^{act of the Legislature above referred to} ~~the~~ ^{act of the Legislature above referred to} have granted bargained sold and released and by these presents do grant bargain sell and release unto the said A & Theatic that certain lot in the town of Canton known in the plan of said Town as Lot No. 4 in square No. 4 together with all and singular the rights members hereditaments and appurtenances, to the said premises, incident or in anywise appertaining to have and to hold all and singular, the premises before mentioned, unto the said A & Theatic heirs and assigns forever and we do hereby bind ourselves, and our successors in office, under the name and style of the Board of Police for Madison County, to warrant and forever defend all and singular the the said premises unto

the said A. Beatie heirs and I give against
all lawful claims and demands, the testimony
whereof we have hereunto set our hands and
caused our corporate seal to be fixed this the
23 day of Sept A D 1834

J. S. [Signature]

Coli Nichols
William Cahin
William Prichard
Off Lathand

The State of Mississippi }
Madison County } Personally appeared
before Samuel Livingston Clerk of the lower
Court in and for said County Coli Nichols
William Prichard William Cahin Harvey
Lathand and Strard C. Beatie Members of the
Board of County Police of said County and
severally acknowledged the signing sealing and
delivering of the within Deed to be their act
and ~~deed~~ testimony whereof I

J. S. [Signature]

have hereunto set my hand
and affixed the seal of said
Court this 24th day of
September 1834

Recorded the 29th day of September 1834
By P. J. Briscoe Depy

Board of Police Received for
No. 2 Deed
Lorenzo Lathand
The State of Mississippi
Madison County
whereas by an act of the Legislature of the State
of Mississippi approved on the first day of March
in the year of our Lord one thousand eight hun
dred and thirty three the Board of Police for
the County of Madison in the State of Mississippi
were authorized and empowered to contract for or
receive as a donation a certain parcel or tract
of land in said County upon which to locate
a Town as a permanent seat of justice for
said County which said town was to be known and
designated by the name of Canton; and whereas
in pursuance of the provisions of said act such
selection has been made, and such town laid
off a plat of which has been placed of record
among the Proceedings of said Board of Police

360

and Whereas a sale of the lots in said Town of Canton, was had on the 25th day of July in the year eighteen hundred and thirty three at which sale Lorenzo Latham became the purchaser of lot No. four in square No. 6 according to the plan of said Town at the price of two hundred and five dollars the payment of which has been duly secured. Know all men by these presents, that we, the undersigned, members of the Board of Police, for the County of Madison, for the time being in consideration of the said sum of two hundred and five dollars, paid or secured to the said Board by the said Lorenzo Latham and by virtue of the power in us vested by the act of the Legislature above referred to have granted bargained sold and released, and by these presents do grant, bargain sell and release unto the said Lorenzo Latham that certain Lot in the town of Canton, known in the plan of said Town as Lot No. 4 in square No. six together with all and singular, the rights, Members hereditaments, and appurtenances, to the said premises incident or in any wise appertaining: to have and to hold, all and singular the premises before mentioned unto the said Lorenzo Latham his heirs and assigns forever and we do hereby bind ourselves and our successors in office, under the name and style of the Board of Police for Madison County, to warrant and forever defend, all and singular the said premises unto the said Lorenzo Latham his heirs and assigns against all lawful claims whatsoever In testimony whereof, we have hereunto set our hands, and caused our corporate seal to be fixed, this the twenty third day of September A D 1834.

E. L. S.

Chas. Nichols
 William Cabins
 William F. Richard
 H. Latham
 A. C. Beatie

The State of Mississippi }
 Madison County }

I Samuel Livingston Clerk of the Circuit Court in and for said County Chas. Nichols William F. Richard and William Cabins Harvey Latham and Andrew C. Beatie Members of the Board of County Police of said County and severally acknowledged the signing sealing and delivering of the within deed to be their act and deed.

E. L. S.

In testimony whereof I have hereunto set my hand and seal of said Court this 24th day of September 1834
 S. Livingston, Clerk

James Wye & wife. 3
to 3 Mortgage. 3
Joseph M. Bourman. 3
This Indenture made and entered into this twenty
first day of October in the year of our Lord one
thousand eight hundred and thirty four Between
James Wye and Patience L. B. Wye his wife
of the County of Madison and State of Mississippi
of the one part and Joseph M. Bourman of the
County and State aforesaid of the other part
Witnesseth that the said James Wye and Patience
L. B. Wye his wife for and in consideration of
the sum of five hundred and four hundred and
fifty three dollars and thirty three Cents to
them in hand paid by the said Joseph M. Bourman
at and before the sealing and delivery hereof
the Receipt whereof is hereby acknowledged have
bargained sold and conveyed and by these presents
do bargain and sell and convey unto the said Joseph
Bourman his heirs and assigns all the Right
title interest claim or demand of them the
said James Wye and Patience L. B. Wye his wife
of him and to a certain tract or parcel of land lying
and being in the said County of Madison and State
of Mississippi and being the same tract of Land
conveyed by the said Joseph Bourman, to the said
James Wye by deed of conveyance, bearing even date
with these presents, which tract of Land, is known
and designated, as follows to wit, The North West quarter
of Section No Two Township No nine, Range No four
East, containing one hundred and ninety six Acre and
fifty six hundredths, of an acre, The South, West Quarter, and
East half of the South East Quarter, and South half of
the West half of the North West Quarter, of Section No
Thirty five, Township No Ten Range No Four East
containing two hundred and eighty Acre (the least
half of the South East Quarter of Section No thirty
four Township No Ten of Range No four East
containing eighty acres the North half of the
least half of the North East Quarter of Section
No three Township No nine of Range four East
containing about forty nine acres and composing
one tract of six hundred and eighty five acres be
the same more or less as will appear by Reference
to the Deed made by said Bourman to said Wye
to have and to hold the said tract of land and
premises unto the said Joseph M. Bourman his heirs
and assigns forever providing always and
upon condition that if the said James

Wise his heirs Executors or administrators shall well and truly pay or cause to be paid to the said Joseph M. Bourman his heirs Executors Administrators or Assigns the full and just sum of five thousand four hundred and fifty three dollars and thirty three cents due and payable to the said Joseph M. Bourman by two promissory notes or writings obligatory bearing even date herewith one for the sum of two thousand seven hundred and twenty six dollars and sixty six cents due and payable on the first day of January one thousand eight hundred and thirty seven and the other for the like sum of two thousand seven hundred and twenty six dollars and sixty six cents due and payable on the first day of January one thousand eight hundred and thirty eight then and in that case and all times from thence forth these presents and all the estate hereby granted and every claim and scribble herein contained to be null and void any thing herein contained to the contrary notwithstanding in witness whereof the said James Wise and Patience B. Wise his wife have hereunto set their hands and affixed their seals the day and year first above written

The State of Mississippi
Madison County

Personally appeared in my office before me Samuel D. Livingston Clerk of the Circuit Court in and for said County James Wise and acknowledged the signing sealing and delivering of the within Mortgage to be his act and deed for the purposes therein contained

[Signature]

Given under my hand and seal of said Court this 21st day of October 1834
S. Livingston Clerk

The State of Mississippi Personally appeared before me the undersigned Madison County Justice of the Peace in and for said County Patience B. B. Wise wife of James Wise whose name is subscribed above to the foregoing Mortgage and she the said Patience B. Wise being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing mortgage freely and voluntarily without the fear, threats or compulsion of her said husband for the purposes therein contained

Given under my hand and seal this 22nd day of October 1834
William Anderson Jr. Seal

Recorded the 23rd day of October 1834

Board of Police }
Do. }
Joseph Collins. }
Thomas Collins. Jr. }
The State of Mississippi,
Madison County.

Whereas, by an act of the Legislature of the State of Mississippi, approved on the first day of March, in the year of our Lord one thousand eight hundred and thirty three, the Board of Police for the County of Madison, in the State of Mississippi were authorized and empowered to contract for, or receive as a donation, a certain parcel or tract of land in said County, upon which to locate a town, as a permanent seat of Justice for said County, which said town was to be known and designated by the name of Canton; and whereas in pursuance of the provisions of said act such selection has been made, and such town laid off a plat of which has been placed of record among the proceedings of said Board of Police; and whereas a sale of lots in said town of Canton was had on the 23rd day of July in the year 1833 at which sale Joseph and Thomas Collins Jr. became the purchasers of Lots Nos 1 in square No 2 & of Lots Nos 1 in square No 4 according to the plan of said town, at the price of five hundred and fifty three dollars the payment of which has been duly secured.

Know all men by these presents, that we the undersigned members of the Board of Police for the County of Madison for the time being, in consideration of the said sum of five hundred and fifty three dollars, paid or secured to the said Board by the said Joseph & Thomas Collins Jr. and by virtue of the power in us vested by ~~virtue~~ of the act of the Legislature above referred to, have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Joseph & Thomas Collins Jr. that certain lot in the town of Canton known in the plan of said town as Lot Nos 1 & 1 in square No 2 & 4 together with all and singular the Rights Members here at allments and appurtenances, to the said premises incident or in any wise appertaining to have and to hold all and singular the premises before mentioned unto the said Joseph and Thomas Collins Jr. their heirs and assigns forever and we as thereby bind ourselves and our successors in office under the name and style of the Board of Police

for Madison County, to warrant and forever defend
all and singular the said premises unto the said
Joseph & Thomas ^{Collins} their heirs and assigns against
all lawful claims whatsoever In Testimony whereof we
have hereunto set our hands, and caused our corporate
seal to be fixed, this the 24th day of September A.D. 1834

LS
Wm. Nichols

Wm. Nichols
William Prichard
William Cahin
H. Latham
A. C. Theatin

The State of Mississippi }
Madison County } Personally appeared before
Samuel Livingston Clerk of the Circuit Court in and
for said County Eli Nichols William Prichard William
Cahin Harvey Latham and Francis C. Theatin Members
of the Board of County Police for said County and
severally acknowledged the signing sealing and
delivering of the within deed to be their act and deed
In Testimony whereof I have hereunto set
my hand and seal of said Court this 24th
day of September 1834 S. Livingston Clk.

Recorded the 23rd day of October A.D. 1834
By J. B. Rice Secy

Board of Police } Received for Record
C. H. Styles } the 24. day of September
A.D. 1834

The State of Mississippi }
Madison County }
Whereas by an act of the Legislature of the State of
Mississippi, approved on the first day of March, in the
year of our Lord one thousand eight hundred and
thirty three, the Board of Police for the County of
Madison in the State of Mississippi, were authorized
and empowered to contract for or receive as a dona-
tion, a certain parcel or tract of land in said County
upon which to locate a Town, as a permanent seat
of Justice for said County which said town was to be
known and designated by the name of Canton, and
whereas in pursuance of the provisions of said act
such selection has been made, and such Town laid
off - a plat of which has been placed of record
among the proceedings of said Board of Police
and whereas a Sale of the Lots in said Town of
Canton was had on the 27th day of May in the
year 1834 at which sale C. H. Styles became
the purchaser of Lots Nos 5 & 8 and one No 2

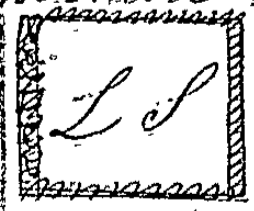
According to the plan of said Town at the price
 of four hundred and eighty dollars the payment of
 which has been duly received. Now all Men by these
 presents, that are the undersigned, Members of the
 Board of Police for the County of Madison for the
 time being, in consideration of the said sum of four
 hundred and eighty Dollars paid or secured to the said
 Board by the said C. H. Styles and by virtue of the power
 in us vested by the act of the Legislature above
 referred to have granted bargained sold and released
 and by these presents do grant bargain sell and release
 unto the said C. H. Styles that certain Lot in the Town
 of Meridian known in the plan of said Town as Lots
 No 5 & 8 in square No 2 Together with all and singular
 the rights members hereditaments and appurtenances
 to the said premises in and to in anywise appertain-
 ing to have and to hold all and singular the premises
 before mentioned unto the said C. H. Styles his heirs
 and assigns forever and we do hereby bind ourselves and
 our successors in office under the name and style
 of the Board of Police for Madison County to warrant
 and forever defend all and singular the said prem-
 ises unto the said C. H. Styles heirs and assigns
 against all lawful claims whatsoever

In Testimony whereof we have hereunto set our
 hands and caused our corporate seal to be fixed this
 the 24th day of Sept. A. D. 1834



Eli Nichols
 William P. Richard
 H. Lathaird
 A. B. Beatie
 William C. Abner

The State of Mississippi }
 Madison County } Personally appeared
 before Samuel Livingston Clerk of the Circuit }
 Court in and for said County Eli Nichols }
 William P. Richard William C. Abner Harvey Lathaird }
 and Andrew B. Beatie Members of the Board of }
 County Police of said County and severally }
 acknowledged the signing sealing and delivering of the }
 within deed to be their act and deed



In Testimony whereof I have hereunto set
 my hand and seal of said Court this 24th
 day September 1834

S. Livingston M
 By P. H. Rice Deput

Recorded the 23rd day of October 1834

366

Board of Police }
To 30 Dec }
Joseph Collins and } Received for Record
Thomas Collins Jr } the 24th day of September
in the year 1834

The State of Mississippi }
Madison County }

Whereas by an act of the Legislature of the State of Mississippi approved on the first day of March, in the year of our Lord one thousand eight hundred and thirty three the Board of Police for the County of Madison in this State of Mississippi were authorized and empowered to contract for or receive as a donation a certain parcel or tract of land in said County upon which to locate a Town as a permanent seat of Justice for said County which said town was to be known and designated by the name of Canton; and whereas in pursuance of the provisions of said act such selection has been made and such Town laid off a plat of which has been placed of Record among the proceedings of said Board of Police; and whereas a sale of lots in said Town of Canton was had on the 28th day of May in the year 1834 at which sale Joseph & Thomas Collins Jr. became the purchaser of Lot No 4 in square No 7 according to the plan of said Town at the price of thirty six dollars the payment of which has been duly received know all men by these presents, that we the undersigned Members of the Board of Police for the County of Madison for the time being in consideration of the said sum of thirty six dollars, paid or received to the said Board by the said Joseph and Thomas Collins and by virtue of the power in us vested by the act of the Legislature above referred to have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Joseph & Thomas Collins Jr. that certain Lot in the Town of Canton known in the plan of said Town as Lot No 4 in square No 7 together with all and singular the rights Members hereditaments and appurtenances, to the said premises incident or in anywise appertaining to have and to hold all and singular the premises before mentioned, unto the said Joseph and Thomas Collins Jr. their heirs and assigns forever and we do hereby bind ourselves, and our successors in office, under the name and style of the Board of Police for Madison County to now and forever

defend all and singular; their said premises unto the
said Joseph & Thomas Collins for their heirs and
assigns forever ^{against} all lawful claims whatsoever In
Testimony whereof, we have hereunto set our hands
and caused our corporate seal to be fixed, this the
24th day of September A D 1834

John Nichols
William Richard
William Gaskin
H Latham

Seal of the Board of Police

The State of Mississippi }
Madison County } Personally appeared before
Samuel Livingston Clerk of the Circuit Court in
and for said County John Nichols William Richard
William Gaskin Harvey Latham and Andrew G
Beatie Members of the Board ^{of Police} of said County
and severally acknowledged the signing sealing and
delivering of the within Deed to be their act
and deed

Seal of the Court

In Testimony whereof I have
hereunto set my hand and seal
of said Court this 24th day of
September 1834

S Livingston C. C. R.

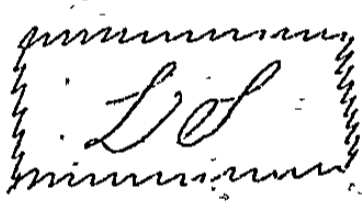
Recorded the 24th day of October 1834
By J. B. Briscoe Sept.

Board of Police }
So Deed } Received for Record the
James R. Winn } 24th day of Sept. A D 1834

The State of Mississippi }
Madison County }

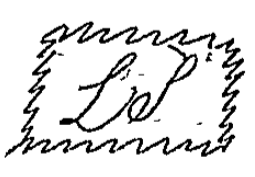
Whereas, by an act of the Legislature of the State
of Mississippi approved on the first day of March
in the year of our Lord one thousand eight hundred
and thirty three, the Board of Police for the County
of Madison in the State of Mississippi were authorized
and empowered to contract for or receive as a
donation a certain Parcel or tract of land in said
County upon which to locate a Town, as a perma-
nent seat of Justice for said County which said
Town which said Town was to be known and desig-
nated by the name of Canton; and whereas in purs-
uance of the provisions of said act such selection has
been made and such Town laid off - a plat of which
has been placed of record among the proceedings of
said Board of Police; and whereas a sale of the Lots in
said Town of Canton was had on the 28 day of May
in the year 1834 at which said sale James R. Winn became

The purchaser of Lot No 8 in square No 8 according to the plan of said Town, at the price of fifty dollars the payment of which has been duly secured know all men by these presents that we the undersigned Members of the Board of Police for the County of Madison for the time being in consideration of said sum of fifty dollars paid or secured to the said Board by the said James B. Winn and by virtue of the power as vested by the act of the Legislature above referred to have granted bargained sold and released and by these presents do grant bargain sell and release unto the said James B. Winn that certain Lot in the Town of Canton known in the plan of said Town as Lot No 8 in square No 8 Together with all and singular the rights Members hereditaments and appurtenances, to the said premises incident or in anywise appertaining do have and to hold all and singular the premises before mentioned unto the said James B. Winn his heirs and assigns forever and we do hereby bind ourselves and our successors in office, under the name and style of the Board of Police for Madison County to warrant and forever defend all and singular the said premises unto the said James B. Winn his heirs and assigns against all lawful claims whatsoever In testimony whereof we have hereunto set our hands and caused our corporate seal to be fixed this the 24th day of September A.D. 1834


 L. J.

Eli Nichols
 William Strickland
 William Calkin
 Harvey Latham
 J. B. Beate

The State of Mississippi
 Madison County
 Personally appeared before Samuel Livingston Clerk of the Circuit Court in and for said County Eli Nichols William Strickland William Calkin Harvey Latham and Andrew Beate Members of the Board of Police of said County and severally acknowledged the signing sealing and delivering of the within Deed to be their act and deed


 L. J.

In testimony whereof I have hereunto set my hand and seal of said Court this 24th day of September 1834

S. Livingston Clerk
 By J. B. Beate

Recorded the 24th day of October 1834

Board of Police }
To be seen } Received for Record
Nicholas Callahan } The 24th day of Sept, 1834
The State of Mississippi }
Madison County }

Whereas, by an act of the Legislature of the State of Mississippi approved on the first day of March in the year of our Lord one thousand eight hundred and thirty three, the Board of Police for the County of Madison in the State of Mississippi, were authorized and empowered to contract for or receive as a donation a certain parcel or tract of land ^{in said County} upon which to locate a Town as a permanent seat of Justice for said County which said Town was to be known and designated by the name of Canton and whereas in pursuance of the provisions of said act such selection has been made, and such town laid off - a plot of which has been placed of record among the proceedings of said Board of Police; and whereas a sale of the Lots in said Town of Canton, was had on the twenty eighth day of May in the year A D eighteen hundred and thirty four at which sale Nicholas Callahan became the purchaser of Lots Nos 1 & 2 in square No 5 according to the plan of said Town at the price of one hundred and eighty two dollars the payment of which has been duly secured know all men by these presents that we the undersigned members of the Board of Police for the County of Madison for the time being in consideration of the said sum of one hundred and eighty two dollars paid or secured to the said Board by the said Nicholas Callahan and by virtue of the power us vested by the act of the Legislature above referred to have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Nicholas Callahan those certain Lots in the Town of Canton known in the plan of said Town as Lots No one & two in square No five together with all and singular, the rights Members hereditaments and appurtenances to the said premises incident or in anywise appertaining; to have and to hold all and singular the premises before mentioned unto the said Nicholas Callahan his heirs and assigns forever and we do hereby bind ourselves and our successors in office, under the name and style of the Board of Police for Madison County, to warrant and forever defend all and singular the said premises unto the said

Nicholas Callipand his heirs and assigns, against all lawful claim
whatsoever In Testimony whereof we have hereunto set our hands
and caused our corporate seal to be fixed this the twenty fourth day
of September A.D. 1834

giving
L.S.
witness

Eli Nichols
William Richard
William Cahin
H. Latham
A. & Beattie

The State of Mississippi
Madison County Personally appeared before
Samuel Livingston Clerk of the Circuit Court in
and for said County Eli Nichols William Richard William
Cahin Harvey Latham and Andrew C. Beattie Members
of the Board of County Police of said County and severally
acknowledged the signing sealing and delivering of
the within Deed to be their act and deed

In Testimony whereof I have hereunto set my hand
and seal of said Court this 24th day of September 1834

S. Livingston C. M.
By J. G. Briscoe Deput
of October 1834

Recorded the 24th day

Board of Police } Received for
 Do } Seal } The on the 24th
 Willis } Watton } day of September 1834
 The State of Mississippi }
 Madison County }

Whereas, by an act of the Legislature of the State of Mississippi, approved on the first day of March in the year of our Lord one thousand eight hundred and thirty three, the Board of Police for the County of Madison in the State of Mississippi, were authorized and empowered to contract for or receive as a donation a certain Parcel or tract of Land in said County, upon which to locate a Town as a permanent seat of Justice for said County, which said Town was to be known and designated by the name of Canton; and whereas in pursuance of the provisions of said act such selection has been made and said Town laid off - a plat of which has been placed of record among the proceedings of said Board of Police and whereas a sale of the Lots in said town of Canton was had on the 25th day of July in the year 1833 at which sale Willis Watton became the purchaser of Lot No 3 in square No 2 according to the plan of said Town at the price of four hundred dollars the payment of which has been duly secured

Now all men by these presents that to the undersigned Members of the Board of Police for the County of Madison for the time being in consideration of the said sum of four hundred dollars paid or secured to the Board by the said Willis Watton and by virtue of the powers and authority by the act of the Legislature above referred to have granted bargain sold and release unto the said Willis Watton that certain Lot in the Town of Canton known in the plan of said Town as Lot No 3 in square No 2 Together with all and singular the Rights Members hereditaments and appurtenances, to the said premises incident or in anywise appertaining to have and to hold, all and singular the premises before mentioned unto the said Willis Watton heirs and assigns forever and we do hereby bind ourselves, and our successors in office, under the name and style of the Board of Police for Madison County to warrant and forever defend, all and singular, the said premises unto the said Willis Watton heirs and assigns against all lawful claims whatsoever.

In Testimony whereof, we have hereunto set our hands and caused our corporate seal to be fixed this

The 24th day of Sept 1834 ³⁷²

John Nichols
William Richard
William Cabier
H Latham
A G Theatre

The State of Mississippi personally appeared before
Madison County Samuel Livingston Clerk
of the Circuit Court in and for said County John Nichols
William Richard William Cabier H Latham
and Andrew G Theatre Members of the Board of
County Police for said County and severally acknowledged
the signing sealing and delivering of the within
deed to be their act and deed.

In Testimony whereof I have hereunto
set my hand and seal of said Court this
24th day of September 1834

Samuel Livingston Clerk
By J. F. Briscoe, Sept

Recorded the 24th day of October 1834

Board of Police of Madison County
Received for Record
of the 24th day of September
Samuel Livingston Clerk of said County
1834

The State of Mississippi
Madison County
Whereas by an act of the Legislature of the State of
Mississippi approved on the first day of March in
the year of our Lord one thousand eight hundred and
thirty-three, the Board of Police for the County of
Madison, in the State of Mississippi, were authorized
and empowered to contract for, or receive as a donation
a certain parcel or tract of land in said County, upon
which to locate a Town, as a permanent seat of Justice
for said County - which said Town was to be known and
designated by the name of Canton; and whereas, in pursuance
and of the provisions of said act, such location has been made
and such town laid off - a plat of which has been placed
of Record among the proceedings of said Board of Police
and whereas a sale of the lots in said town of Canton
was had on the 28th day of May in the year 1834 at which
sale Samuel S. Heaster became the purchaser of Lot
No. 5 in square No. 8 according to the plan of said town
at the price of fifty dollars, the payment of which it is hereby
duly secured Know all Men by these presents, that we the
undersigned, members of the Board of Police for the County
of Madison for the time being in consideration of
the sum of fifty dollars, paid or secured to them

said Board by the said Samuel J. Heamster
 and by virtue of the power invested by the act
 of the Legislature above referred to have granted
 bargained, sold and released and by these presents do
 grant, bargain sell and release unto the said Samuel
 J. Heamster that certain lot in the town of Canton
 known in the plat of said town as Lot No 3 in square
 No 8 together with all and singular the rights members
 hereditaments, and appurtenances, to the said premises
 incident or in any way appertaining to have and to hold
 all and singular the premises before mentioned, unto the
 said Samuel J. Heamster heirs and assigns forever
 and we do hereby bind ourselves, and our successors in
 office under the name and style of the Board of
 Police, for Madison County, to warrant and forever defend
 all and singular the said premises, unto the said Samuel
 J. Heamster heirs and assigns against all lawful claims
 whatsoever in testimony whereof we have hereunto set
 our hands and caused our corporate seal to be fixed
 this the 24th day of Sept A D 1834

quinn
 L S
 quinn

John Nichols
 William Stinchard
 William Caprin
 H Latham
 A C Beatie

The State of Mississippi }
 Madison County } Personally appeared before
 Samuel D Livingstone Clerk of the Circuit Court
 in and for said County John Nichols, William Stinchard
 William Caprin, Harvey Latham and Andrew C Beatie
 Members of the Board of County Police of said County
 and severally acknowledged the signing sealing and delivring
 of the within Deed to be their act and Deed
 In testimony whereof I have hereunto set my
 hand and seal of said Court this 24th day
 of September 1834 S D Livingstone Clerk
 By W Biscoe Deput
 Recorded the 29th day of October 1834

Board of Police }
 Do Weed }
 James S. Stinchard } Received for the 24th
 Bretain L. Frichard } day of September 1834
 The State of Mississippi }
 Madison County }
 Whereas by an act of the Legislature of the State
 of Mississippi approved on the first day of March in the
 year of our Lord one thousand eight hundred and thirty three
 the Board of Police for the County of Madison and the
 State of Mississippi, were authorized and empowered to

Contract for or Received as a donation a certain parcel or tract of land in said County, upon which to locate a town as a permanent seat of Justice for said County which said town was to be known and designated by the name of Canton; and whereas in pursuance of the provisions of said act such selection has been made and such town laid off - a plat of which has been placed of Record among the proceedings of said Board of Police; and whereas a sale of the lots in said town of Canton was had on the 25 day of July in the year of 1833 at which sale Jas. B. L. Prichard became the purchaser of Lot No 2 in square No 6 according to the plan of said town at the price of two hundred and sixty two dollars the payment of which has been duly secured. Know all men by these presents, that we the undersigned Members of the Board of Police for the County of Madison for the time being and consideration of the said sum of two hundred and sixty two dollars paid or secured to the said Board by the said Jas. B. L. Prichard and by virtue of the power in us vested by the act of the Legislature above referred to have granted bargained sold and Released and by these presents do grant bargain sell and release unto the said Jas. B. L. Prichard his heirs and assigns forever and we do hereby bind ourselves and our successors in office, under the name and style of the Board of Police for Madison County, to warrant and forever defend, all and singular, the said premises unto the said Jas. B. L. Prichard his heirs and assigns, against all lawful claims whatsoever. In Testimony whereof, we have hereunto set our hands, and caused our corporate seal to be fixed this the 23 day of Sept A 1834

Signature
D. S.
Signature

Coli Nichols,
William Eakin
William Prichard
G. Latham
A. C. Beatie

The State of Mississippi,
Madison County,

Samuel S. Livingston Clerk of the Circuit Court in and for said County Coli Nichols William Prichard William Eakin G. Latham and Andrew C. Beatie Members of the Board of County Police for said County and severally acknowledged the signing sealing and delivering of the within deed to be their act and deed.

Signature
D. S.
Signature

In Testimony whereof I have hereunto set my hand and seal of said Court this the 24th day of September 1834

S. S. Livingston Clerk
By J. P. Briscoe Deput

Recorded the 30th day of October A 1834

The rights of the members hereof are not to be taken away and the same are to be preserved to the said members before mentioned and to their heirs and assigns forever

Board of Police } Remind for Record

To 31 Dec 54th day of September

Henry Phillips } A D 1834

The State of Mississippi, Madison County.

Whereas by an act of the Legislature of the State of Mississippi, approved on the first day of March in the year of our Lord one thousand eight hundred and thirty three, the Board of Police for the County of Madison in the State of Mississippi were authorized and empowered to contract for or receive as a donation, a certain parcel or tract of land in said County upon which to locate a town as a permanent seat of Justice for said County which said town was to be known and designated by the name of Canton; and whereas in pursuance of the provisions of said act such selection has been made and such town laid off - a plat of which has been placed of record among the proceedings of said Board of Police and whereas a sale of the lots in said town of Canton was had on the 25 day of July in the year A D 1833 at which sale Henry Phillips became the purchaser of Lot No 4 in square No 8 according to the plan of said town at the price of three hundred and fifty two dollars the payment of which has been duly secured know all men by these presents, that we the undersigned Members of the Board of Police for the County of Madison for the time being, in consideration of the said sum of three hundred and fifty two dollars paid or secured to the said Board by the said Henry Phillips and by virtue of the power in us vested, by the act of the Legislature above referred to have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Henry Phillips that certain Lot in the Town of Canton, known in the plan of said Town as Lot No 4 in square No 8 Together with all and singular, the rights Members Hereditaments and appurtenances, to the said premises incident or in any wise appertaining to have and to hold all and singular the premises before mentioned unto the said Henry Phillips heirs and assigns forever and we do hereby bind ourselves and our successors in office under the name and style of the Board of Police for Madison County to warrant and forever defend all and singular the said premises unto the said Henry Phillips heirs and assigns against all lawful claims whatsoever. In testimony whereof we have hereunto set our hands and caused our corporate seal to be fixed this the 23rd day of Sept. A D 1834

El Nichols
William Cakin
H Latham
William Prichard
A C Beattie

numerum
D J
numerum

The State of Mississippi,
Madison County } Personally appeared before
Samuel Livingston Clerk of the Circuit Court in
and for said County El Nichols William Prichard
William Cakin Harvey Latham and Andrew Beattie
Members of the Board of County Police in and for said
County and severally acknowledge by the signing sealing
and delivering of the within deed to be their act
and deed.

numerum
D J
numerum

In Testimony whereof I have hereunto
set my hand and seal of said Court
this 24th day of September 1859
S. Livingston Clerk

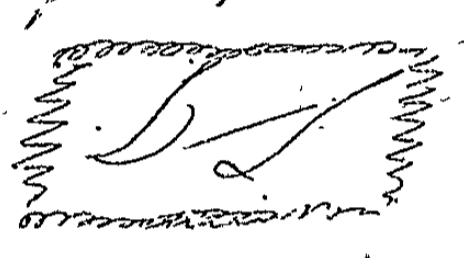
Recorded the 30th day of September A D 1859
By J. Priscoe Clerk

Board of Police
Do Seal
J. A. Blanton

Received for Record the
24th day of September A D 1859

The State of Mississippi, Madison County.
Whereas, by an act of the Legislature of the State of
Mississippi, approved on the first day of March in the year
of our Lord one thousand eight hundred and thirty three
the Board of Police for the County of Madison in the
State of Mississippi, were authorized and empowered
to contract for or receive as a donation, a certain
parcel or tract of land in said County, upon which
to locate a town as a permanent seat of justice for
said County which said town was to be known and
designated by the name of Blanton and whereas in pursu-
ance of the provisions of said Act such selection has been
made, and such town laid off - a plat of which has been
placed of record among the proceedings of said Board of Police
and whereas a sale of the Lots in said town of Blanton was
had on the day of _____ in the year _____ at which date
J. A. Blanton became the purchaser of Lot No. 4 in square
No. 2 according to the plan of said town at the price of
three hundred and seventy five dollars the payment of which
has been duly secured known and known by these presents that the
undersigned Members of the Board of Police for the
County of Madison for the time being, in consideration of
the said sum of three hundred and seventy five dollars paid
or secured to the said Board by the said J. A. Blanton and by
virtue of the power in us vested by the act of the Legislature

above referred to have granted bargain sold and released and by their presents do grant bargain sell and release unto the said J. A. Blanton that certain lot in the town of Canton known in the plan of said town as Lot No 4 in square No 2 together with all and singular the rights members and appurtenances to the said premises incident or in any wise appertaining to have and to hold all and singular the premises before mentioned unto the said J. A. Blanton heirs and assigns forever and we do hereby bind ourselves and our successors in office under the name and style of the Board of Police for Madison County, to warrant and forever defend all and singular the said premises unto the said J. A. Blanton heirs and assigns against all lawful claims whatsoever the testimony whereof we have hereunto set our hands and caused our corporate seal to be fixed this the 23 day of Sept AD 1834



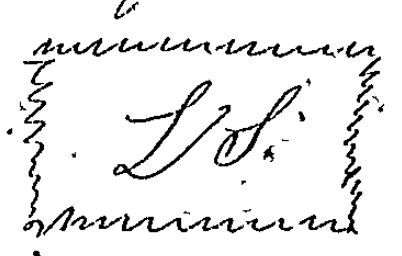
Eli Nichols
 William C. Atkins
 William P. Richard
 H. Lathain
 A. B. Beattie

The State of Mississippi }
 Madison County } personally appeared before
 Samuel S. Livingston Clerk of the Circuit Court in
 and for said County Eli Nichols William P. Richard
 William C. Atkins H. Lathain and Anasoa C. Beattie
 Members of the Board of County Police of said County
 and severally acknowledged the signing sealing and delivering
 of the within deed to be their act and deed
 In testimony whereof I have hereunto set
 my hand and seal of said Court this 24th
 day of September 1834. S. S. Livingston Clk
 Recorded the 31st day of October 1834

Received for Record the 24th day of Sept 1834
 Board of Police }
 To 3 Deeds } The State of Mississippi }
 Samuel Livingston } Madison County }

Whereas by an act of the Legislature of the State of Mississippi, approved on the first day of March in the year of our Lord one thousand eight hundred and thirty three, the Board of Police for the County of Madison in the State of Mississippi were authorized and empowered to contract for or receive as a donation a certain parcel or tract of land in said County, upon which to locate a town as a permanent seat of justice for said County which said town was to be known and designated by the name of Canton and whereas in pursuance of the provisions of said act such selection has been made and such

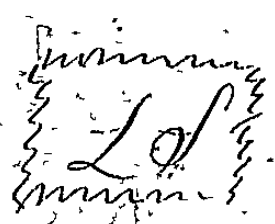
town laid off - a plat of which has been placed of record among the proceedings of said Board of Police; and whereas a sale of the lots in said town of Canton was had on the 25th day of July in the year 1833. at which sale of Samuel L Young became the purchaser of Lot No 3 in square No 8 according to the plan of said town at the price of two hundred and seventy six dollars the payment of which has been duly secured. Know all men by these presents that we the undersigned Members of the Board of Police for the County of Madison for the term being in consideration of the said sum of two hundred and seventy six dollars paid or secured to the said Board by the said Samuel L Young and by virtue of the power in us vested by the act of the Legislature above referred to have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Samuel L Young that certain lot in the town of Canton, known in the plan of said town as Lot No. three in square No eight together with all and singular, the rights, Members, hereditaments and appurtenances to the said premises incident or in anywise appertaining; to have and to hold, all and singular the premises before mentioned, unto the said Samuel L Young heirs and assigns forever and we do hereby bind ourselves and our successors in office, under the name and style of the Board of Police, for Madison County, to warrant and forever defend, all and singular, the said premises, unto the said Samuel L Young heirs and assigns against all lawful claims whatsoever In testimony whereof we have hereunto set our hands and caused our corporate seal to be fixed, this the 24th day of September 1834


 S. S. Livingston

E. C. Nichols
 W. L. and P. Richard
 W. L. and C. Latham
 J. C. Beattie

The State of Mississippi
 Madison County

Personally appeared before Samuel Livingston Clerk of the Circuit Court in and for said County E. C. Nichols, W. L. and P. Richard, W. L. and C. Latham and J. C. Beattie Members of the Board of Police of said County, and severally acknowledged the signing sealing and delivering of the within Decd to be their act and deed.


 S. S. Livingston

In Testimony whereof I have hereunto set my hand and seal this 24th day of September 1834
 S. S. Livingston Clerk
 By J. P. Hinson Secy

Recorded the 31st day of October 1834

Received for Record the 24th day Sept 1834

Board of Police
No 10 Decd

The State of Mississippi
Madison County.

Samuel T. Deamster

Whereas, By an act of the Legislature of the State of Mississippi approved on the first day of March, in the year of our Lord one thousand eight hundred and thirty three the Board of Police for the County of Madison, in the State of Mississippi, were authorized and empowered to contract for or receive as a donation a certain parcel or tract of land in said County upon which to locate a town as a permanent seat of Justice for said County which said town was to be known and designated by the name of Canton and whereas in pursuance of the provisions of said act such selection has been made and such town laid off a plat of which has been placed of the record among the proceedings of said Board of Police and whereas a sale of the Lots in said town of Canton was had on the 28th day of May in the year 1834 at which sale Samuel T. Deamster became the purchaser of Lot No 6 in square No 8 according to the plan of said town, at the price of sixty one dollars the payment of which has been duly secured

Know all men by these presents that we the undersigned Members of the Board of Police for the County of Madison of or the time being in consideration of the said sum of sixty one dollars paid or secured to the said Board by the said Samuel T. Deamster and by virtue of the power in us vested by the act of the Legislature above referred to have granted bargained sold and released and by these presents do grant bargain sell and Release unto the said Samuel T. Deamster that certain Lot in the town of Canton, known in the plan of said town as Lot No 6 in square No 8 together with all and singular the rights, Members, here ditaments and appurtenances, to the said premises in cedent or in any wise appertaining to have and to hold, all and singular the premises before mentioned, unto the said Samuel T. Deamster heirs and Assigns forever. and we do hereby bind ourselves and our successors in office, under the name and styled of the Board of Police for Madison County to warrant and forever defend, all and singular, the said premises unto the said Samuel T. Deamster heirs and Assigns against all lawful claims whatsoever

In Testimony whereof we have hereunto set our hands and caused our corporate seal to be fixed, this the 24th day of Sept 1834

Wm Nichols
William Richard
William Cahin
H. Latham
A. C. Beattie

The State of Mississippi Personally appeared before Samuel C Madison County Livingston Clerk of the Circuit Court in and for said County Eli Nicholas William Richard William Cash Harvey Latham and Andrew C Beatin Members of the Board of County Police of said County and severally acknowledged the signing making and delivering of the within Deed to be their act and deed

In Testimony whereof I have hereunto set my hand and seal of said Court this 24th day of September 1834 S C Livingston Clerk

Recorded the 24th day of October A D 1834 By J J Morris Esq Secy

Received for Record the 24th day of September 1834 Board of Police No 3 Deed David M Fulton & William Montgomery The State of Mississippi Madison County

Whereas by an act of the Legislature of the State of Mississippi approved on the first day of March in the year of our Lord one thousand eight hundred and thirty three the Board of Police for the County of Madison in the State of Mississippi were authorized and empowered to contract for or receive as a donation a certain parcel or tract of land in said County upon which to locate a town as a permanent seat of Justice for said County which said Town was to be known and designated by the name of Canton and whereas in pursuance of the provisions of said act such selection has been made and such Town laid off a plat of which has been placed of record among the proceedings of said Board of Police and whereas a sale of the Lots in said town of Canton was had on the 25th day of July in the year eighteen hundred and thirty three at which sale David M Fulton & William Montgomery became the purchaser of Lot No 1 in square No 6 according to the plan of said town at the price of four hundred and ten dollars the payment of which has been duly secured know all men by these presents that we the undersigned Members of the Board of Police for the County of Madison for the time being in consideration of the said sum of four hundred and ten dollars paid or secured to the said Board by the said David M Fulton and William Montgomery and by virtue of the power in us vested by the act of the Legislature above referred to have granted bargained sold and released and by these presents do grant bargain sell and release unto the said David M Fulton and William Montgomery that certain Lot in the town of Canton known in the plan of said town as Lot No one in square No six together with all and singular the Rights Members and appurtenances to the said premises

incident or any other of pertaining: to have and to hold, all and singular, the premises before mentioned unto the said David M. Hutton and William Montgomery heirs and assigns forever and we do hereby bind ourselves and our successors in office, under the name and style of the Board of Police, for Madison County to warrant and forever defend all and singular the said premises unto the said David M. Hutton and William Montgomery heirs and assigns against all lawful claims whatsoever In testimony whereof I have hereunto set my own hands and caused our corporate seal to be fixed this the twenty fourth day of September 1834

[Signature]

Calo Nichols
 William St. Richard
 William Cabrin
 H. Latham
 A. C. Beattie

The State of Mississippi }
 Madison County } Personally appeared before Samuel Livingston Clerk of the Circuit Court in and for said County Calo Nichols William St. Richard William Cabrin Harvey Latham and Andrew C. Beattie Members of the Board of County Officers of said County and severally acknowledged the signing sealing and delivering of the within deed to be their act and deed

In testimony whereof I have hereunto set my hand and seal of said Court this 24th day of September 1834
 S. Livingston Clerk
 By J. Briscoe Secy

Recorded the 3rd day of October A.D. 1834

Received for Record the 17th day of Oct 1834
 Jacobariah Hite }
 Geo. P. Deason } State of Mississippi
 Madison County

This Indenture made the eighth day of August eighteen hundred and thirty four between Jacobariah Hite and Mary Hite his wife of the County of Fayette and State of Tennessee of the one part and Wm. P. Deason of the County of Madison and State of Mississippi of the other part Witnesseth that the said Jacobariah Hite and Mary Hite his wife for and in consideration of the sum of thirty seven hundred and fifty dollars to them in hand paid by the said Wm. P. Deason at and before the sealing and delivering hereof the Receipt whereof they do hereby acknowledge and thereof acquit and forever discharge the said William P. Deason his heirs executors and administrators

By these presents have granted bargained and sold and conveyed and by these presents do grant bargain sell and convey unto the said Wm Jenson and to his heirs and assigns forever all that lot or parcel of land in the town of Vernon County of Madison and State of Mississippi known as Lot No one and bounded as follows beginning at the North West corner thence East 520 feet thence South 200 feet thence West 380 feet thence North 137 feet thence West 140 to the place of beginning together with all and singular the appurtenances thereto belonging or in any wise appertaining and also all the estate right title interest property claim or demand whatsoever of them the said J. Hite and Mary J. Hite his wife and all persons whatsoever in law or equity or otherwise now or hereafter of in to or out of the same to have and to hold the said land and the premises hereby granted with the appurtenances unto the said Wm Jenson his heirs and assigns forever in fee simple to the only proper use and behoof of him the said Wm Jenson his heirs and assigns forever and the said J. Hite and Mary J. Hite his wife their heirs executors and administrators do covenant promise grant and agree to and with the said Wm Jenson J. Hite or his heirs and assigns by these presents that they the said J. Hite and Mary J. Hite his wife and their heirs the said above mentioned and described land and premises hereby granted with the appurtenances unto the said Wm Jenson his heirs and assigns against them the said J. Hite and Mary J. Hite his wife and their heirs and against all and every person and persons whatsoever lawfully claiming or to claim the same shall and will warrant and defend by these presents

In testimony whereof the said J. Hite and Mary J. Hite his wife have hereunto set their hands and affixed their seals the day and date first above written
 State of Tennessee
 Fayette County 11th Judicial Circuit
 J. Hite
 Mary J. Hite
 Isaac B. McClinton, Clerk of the Circuit Court for said County of Fayette, do hereby certify that the within named grantors Zachariah Hite and Mary J. Hite his wife whose signatures and seals appear to this deed and who are to me personally known after having heard the within Deed read and explained acknowledged that they had signed the same freely and voluntarily with a full knowledge of its contents and having examined the said Mary J. Hite wife of the aforesaid Zachariah Hite separate and apart from her said husband she declared that she signed and acknowledged the same of her own free will and accord and without the undue influence of her said husband and wished not to retract it but was willing the same should be made a matter of record

In testimony whereof I have hereunto set my hand and private seal there being no seal of office at my office in the town

Linnemville the 22nd day of September 1834 and the 5th day of November 1834
an execution of independence

Isaac B. McCallan Clerk
Fayette County Court Tennessee

I, Mr. B. Truby one of the Judges of the Circuit Court of Law and Equity for the State of Tennessee do hereby certify that Isaac B. McCallan whose signature is attached to the above Record is and was at the time of signing the same Clerk of the Circuit Court for Fayette County State of Tennessee that his attestation is in due form and entitled to full faith and credit September 23rd 1834

Mr. B. Truby Judge & Seal

Recorded the 5th day of November 1834.

Received for Record the 20th day of September 1834.
Jesse Watton & Wife
vs
The State of Mississippi,
Madison County

Know all men by these presents that I, of the County of Madison in the State aforesaid, in consideration of five hundred and eighty eight dollars to me in hand paid by William Joiner of Madison County in the State aforesaid have granted, bargained, sold and released and by these presents do grant bargain sell and release unto the said William Joiner all and singular the following parcels of land lying and being in the State and County aforesaid and known in the plot of survey of lands in and the Choctaw District of lands in said State and County as being the North half of the East half of the South west Quarter and also the North half of the West half of the South east Quarter of Section No. six in Township No. nine of Range No. four East together with all and singular the rights members hereditaments and appurtenances to the said premises incident or in anywise appertaining. I have and to hold all and singular the premises before mentioned unto the said William Joiner his heirs and assigns forever. And I do hereby bind myself my heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said William Joiner his heirs and assigns, against my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal this the twentieth day of September 1834 and of the Sovereignty of the State
Jesse Watton
Cleanor Watton

The State of Mississippi Personally appeared before me W. Callahan County of Madison Judge of Probates in and for the State and County aforesaid the within named Jesse Watton Junior who acknowledged that he signed sealed and delivered the within Deed as his voluntarily act and deed. Also the within named Cleanor Watton wife of the said Jesse Watton Junior who upon a private examination separate and apart from her said husband acknowledged that she also signed sealed and delivered the within indenture freely and voluntarily without any

... threats or compels of her said husband as her mother
thenceforth not and deed to separate as a relinquishment of her right
of dower in and to the lands therein described & conveyed
Given under my hand and seal this 20th day of September
in A.D. 1834. N. Calkin Judge
Recorded the 6th day of November 1834. of Records of N. C. Cal.

Lorenzo Latham Received for Record the
for 3 Deed } 27th day of October 1834.
James Wase }

This Indenture, made the twenty ninth day of May in the
year of our Lord one thousand eight hundred and thirty
four between Lorenzo Latham of the County of Madison
and State of Mississippi of the one part and James Wase
of the County and State aforesaid of the other Witnesseth
that the said Latham for and in consideration of the
sum of Four hundred and thirty two Dollars lawfully mon-
ey of the United States to him in hand well and truly paid
by the said Wase the receipt whereof is hereby acknowledged
hath granted, bargained, sold, conveyed and confirmed and
by these presents doth grant, bargain, sell, convey and confirm
unto the said Wase his heirs and assigns all and singular
the following described lot, tract or parcel of land to wit: The
West half of the South west Quarter of Section fifteen Town-
ship nine Range one West containing agreeably to the return
of Surveyor General eighty acres and twenty five hundredths
of an acre more situated in the County of Madison State aforesaid
And all the estate, right, title, interest, claim and demand of the
said Latham of, in, and to the said premises, with all and singu-
lar the rights, members, privileges and appurtenances to the
same belonging in in any wise appertaining, and the rents, issue
and profits thereof to have used to hold the said premises
with the appurtenances, to the only proper use, benefit and beho-
of the said Wase his heirs and assigns forever; and the said
Latham his heirs, executors and administrators, doth covenant and
grant unto and with the said Wase his heirs, executors, adminis-
trators and assigns, that he is the true and lawful owner of
the premises hereby granted, and hath good, right, full power, and
lawful authority, to sell and convey the same in manner and
form aforesaid: And Further, that he the said Latham his
heirs executors and administrators, will Warrant and forever
Defend the aforesaid premises, with their appurtenances, and
every part and parcel thereof unto, the said Wase, his heirs and
assigns against all persons claiming or to claim, by law, or
under him, them or any of them, or by, force, or under any
other person or persons whomsoever. (The word half interlined before signing)
In witness whereof, the said Latham hath hereunto set his hand and
seal the day and year above written. L. Latham Seal.
Sealed and Delivered in presence of,

The State of Mississippi, Deane B. Calliharn Judge of
Madison County, S. 3. do hereby certify within and for the County afore-
said, personally came Lorenzo Latham the above named grantor
and acknowledged the above Deed of conveyance to be his volun-
tary act and deed for the uses and purposes therein contained.
In Testimony whereof I have hereunto set my hand and seal
the 27th day of October in the year of our Lord one thousand
eight hundred and thirty four. Deane B. Calliharn Judge of Probate S. 3.
Recorded the 6th day of November 1834.

William L. Balfour & others Received for Record
To Release the 28th day of October 1834.

John W. P. McGimpsey
To all to whom it may concern know ye; that whereas in and by
a certain indenture made and entered into between J. W. P. McGimpsey
and Martha Mc his wife of the County of Madison and State of
Mississippi of the first part and William L. Balfour of the State
and County aforesaid of the second part and William Gantley and
R. M. Williamson of the State and County aforesaid of the third
part having the date the twenty first day February A. D. eighteen
hundred and thirty four wherein is contained a Covenant in these
words following to wit: "That whereas the said John W. P. McGimpsey
has this day executed to the said William L. Balfour two certain
Notes promissory one dated on the twenty first Feby. one thousand
eight hundred and thirty six, the other two years after the former
the first for the sum of seven thousand four hundred and
sixty six $\frac{5}{100}$ dollars; the latter for seven thousand five hundred
and thirty three $\frac{5}{100}$ dollars reference being had thereto will more
fully appear, and the said J. W. P. McGimpsey being anxious and desirous
to secure the said William L. Balfour in the payment of the above
described notes promissory and the further consideration of five dollars
to him in hand paid the receipt of which is hereby acknowledged
by the said William Gantley & R. M. Williamson the said John
W. P. McGimpsey and Martha Mc his wife do give, grant bargain and
convey and confirm and by these presents have given, granted bargained
sold, aliened conveyed and confirmed unto the said W. Gantley and
R. M. Williamson their heirs and assigns forever, the following
tracts or parcels of Land to wit: The South half and the North west
Quarter of section twenty six the South west Quarter of section twenty
three the South east Quarter and the East half of the South west Quarter
of section twenty two. The north half and the South East Quarter
and the East half of the South west Quarter of section twenty
seven and the North half of the West half of the North East
Quarter of section thirty four and the East half of the South
east Quarter of section twenty eight and the South half of the
West half of the South West Quarter of section twenty eight
and the East half of the North east quarter of section thirty
two and the North west Quarter and the West half of the North
east Quarter and the North half of the East half of the North east

Quarter of Section thirty three all in Township ten Range three East in the District of Choctaw. Also the North West Quarter and the East half of the South East Quarter of Section Number eighteen and the East half of the North East Quarter and the East half of the North East Quarter and the East half of the South East Quarter of Section nineteen and the West half of Section twenty and the West half of the South West Quarter of Section seventeen Township nine Range two East in the S. D. District of Choctaw. To have and to hold the above described and bargained premises to the only purpose and behoof of them the said William Gortley & R. M. Williamson their heirs and assigns together with all the rights and appurtenances heretofore and hereafter thereto of right belonging or in any wise appertaining and the said John W. McGimsey and Martha McHis wife do covenant and agree to warrant and forever defend the title hereof to the said William Gortley and R. M. Williamson their heirs and assigns forever against the lawful claim or claims of all and every person or persons whatsoever. Nevertheless in trust that if the said John W. McGimsey shall fail to pay the above described Notes when they shall become due or either of them the said William Gortley and R. M. Williamson shall and may proceed to sell to the highest bidder for cash on the premises the above described land and bargained premises by half Quarter sections until they have sold enough thereof to satisfy and liquidate the above notes as they respectively become due by giving thirty days notice in some paper published in the Town of Natchez in the State of Mississippi provided that such sale shall not take place until one year after the failure thereof respectively and the surplus if there be after defraying all the necessary expenses which the said William Gortley and R. M. Williamson may incur in carrying this instrument into effect shall be paid over to the said John W. McGimsey his heirs or assigns whereunto the relation being held it doth at large appear. Now know ye that I the said William L. Balfour do hereby acknowledge the payment and full satisfaction of the said promissory Notes specified in the above recited deed and the said John W. McGimsey his heirs, Executors, ^{and} administrators therefore forever against any discharge by these presents and make void the said Deed as far as I am interested or in anywise concerned in the same. And know ye that we the said William Gortley and R. M. Williamson pursuant to the said agreement and for divers good causes and considerations as hereunto moving have released extinguished and discharged and by these presents do fully & absolutely discharge release and extinguish the said deed and recited power of raising the said sum or sums of money for paying the said Notes as aforesaid mentioned in the said Deed and all the claims therein comprised or subject thereto so that we do

William Gortley and R. M. Williamson shall not nor will at any time or times hereafter change the said lands & with the payment thereof. In testimony whereof we have herewith put our hands and seals this seventeenth day of October A. D. eighteen hundred and thirty four

Wm L. Balfour seal.
Elizabeth Balfour seal.
Wm Gortley seal.
R M Williamson seal.

The State of Mississippi } Personally appeared before me N Ballkham
County of Madison } presiding Judge of the Court of Probates in
and for the State and County aforesaid William L. Balfour,
William Gortley & R. M. Williamson who severally acknowledged
that they signed, sealed and delivered the foregoing indenture on
the day and year therein written as their voluntary act & deed.
Elizabeth Balfour the wife of the said William Balfour also
personally appeared before me and upon an examination privately
separate and apart from her said husband acknowledged that
she signed, sealed and delivered the foregoing indenture freely
voluntarily and without any fear or compulsion of her said husband
as her voluntary act and deed. In testimony whereof I have put
my hand and seal this 18th day of October A. D. 1834.

Recorded the 6th day of November 1834. N. Ballkham Judge of Probates M. S. seal.

Charles W. Campbell & Miles H. Campbell Received for Record the 29th
day of October 1834.
By J. B. Bapal
John H. Thomas

Know all men by these presents that we Charles W. Campbell & Miles H. Campbell of the State of Mississippi and County of Madison are held and firmly bound unto John H. Thomas of the State and County aforesaid in the penal sum of nine thousand dollars which payment well and truly to be made we bind ourselves our heirs, executors and administrators jointly severally and firmly by these presents in witness whereof we have herewith put our hands and seals this twenty third day of September A. D. eighteen hundred and thirty four.

The condition of the above obligation is such that whereas the said Charles W. Campbell and Miles H. Campbell have on the day of the date hereof bargained and sold unto the said John H. Thomas the following lots or parcels of land lying and being in the State & County aforesaid and known and designated on the plot of survey of lands in and for the District of Choctaw in said County and State as being the South half of the East half of the North east Quarter of Section No. thirty of Township No. nine of Range three east containing forty two acres. Also the West half of the South east Quarter and the East half of the Southwest Quarter of Section No. sixteen of Township No. nine of Range No. three East containing one hundred and

3400 acres. Also the South half of the West half of the North east Quarter of Section No. thirty Township No. nine of Range No. three East containing forty ~~two~~ acres. Also the North half of the East half of the North east Quarter of section No. thirty one in Township No. nine of Range three East containing forty ~~two~~ acres. Also the South half of the West half of the North east Quarter of section No. thirty Township No. nine of Range No. Three east and also the one (undivided) half of the East half of the South west Quarter of section No. Thirty Township No. nine of Range No. three east and where as the said John H. Thomas hath executed his promissory notes to the said Charles W. Campbell & Miles H. Campbell one for the sum of one thousand dollars bearing even date herewith and payable on the first day of January A.D. eighteen hundred and thirty five and the other for the sum of three thousand five hundred dollars bearing even date with these presents and payable on or before the first day of January A.D. eighteen hundred and thirty six. Now should the said Charles W. Campbell & Miles H. Campbell well and truly execute a good and lawful Deed of conveyance in fee simple to the said John H. Thomas on the payment of the one thousand dollars specified in the Note first of the oversaid or within one month after the payment of the same by the said John H. Thomas to all and singular the lands, tenements and hereditaments above mentioned and described the above obligation to be void else to be and remain in full force and virtue in witness whereof we have herewith put our hands and seals on the day and date first above written. The words nine thousand interlined in the fifth line of the first page and the words eight thousand eight hundred closed before signing and delivering also the word (whicins) in the first line of the second page interlined before signing and delivering thereof.

The State of Mississippi
 County of Madison
 Personally appeared before me N. Wallham
 presiding Judge of the Court of Probates in and for the State and
 County aforesaid Charles W. Campbell & Miles H. Campbell who
 severally acknowledged that they signed, sealed and delivered the
 foregoing indenture written on the first and second pages of this
 sheet of paper as their voluntary act and Deed. Given under
 my hand and seal this 23rd day of September A.D. 1834.
 N. Wallham Judge of
 Probates of M. C. Cal.

And said Charles W. Campbell & Miles H. Campbell for themselves
 severally agree to furnish said Thomas in said Bond mentioned all
 the corn we have saved off said land at seventy five cents per
 bushel and that we will deduct the price of said corn out of the first
 payment in said Bond mentioned.
 Charles W. Campbell seal
 Miles H. Campbell seal
 witness our hands and seals.

Witness to the within Tho^s Hamney B Long
 Recorded the 1st day of November 1834.

William Ragsdale & wife - Received for Record the 21st day
Dec 3rd 1834
Joseph Collins

This Indenture made this
19th of December 1833 between William Ragsdale of Madison County
and State of Mississippi Farmer and Olive his wife the first part and
Joseph Collins of the County & State aforesaid Farmer of the other
part. Witnesseth that the said William & Olive his wife for and in
consideration of the sum of twelve hundred dollars to him in hand
paid the receipt whereof is hereby acknowledged by these presents
have granted, bargained, sold, and released and confirmed and by these
presents do grant bargain and confirm unto the said Joseph Collins
& his heirs and assigns all that tract or parcel of land more or less
following to wit: $N \frac{1}{2}$ $S. \frac{1}{2}$ $W \frac{1}{2}$ of section 9 Township 9 R. 3. E and
also the $N \frac{1}{2}$ $W \frac{1}{2}$ $S. \frac{1}{2}$ $W \frac{1}{2}$ of $S. 9$ $R. 3$ East containing one hundred
acres more or less together with all and singular the rights & liberties
privileges hereditaments and appertinances whatsoever therunto belong-
ing or in anywise appertaining & also all the estate of right or
claim whatsoever of them the said William Ragsdale & his wife
Olive Ragsdale in law or equity to have and to hold the above de-
scribed tract of land unto the said Joseph Collins his heirs and
assigns to the only proper use & behoof of the said Collins his
heirs & assigns forever -

In witness whereof the parties have hereunto
set their hands and seals the day and date above written

Witnesses
John L. Bonthall
Stephen Stapleton

William Ragsdale

Seal

Olive J. Ragsdale

Seal

The State of Mississippi
Madison County
Personally appeared before me, an acting
Justice of the Peace for said County, William Ragsdale and his
wife Olive J. Ragsdale and who acknowledged the within indenture
them and each of their acts and deeds and desired the same as
such might be recorded according to law. She the said wife being
of lawful age separate and apart from her husband by me
examined and the full contents of the said indenture unto her
more known whereupon she did declare she did voluntarily
and of her free will and accord relinquish her right of dower
to the within described land. Given under my hand and seal of
office this 1st day of December 1833

Charles Moore J.P.

The State of Mississippi
Madison County
Personally appeared before me Samuel
Livingston Clerk of the Circuit Court
in and for said County, William Ragsdale and Olive J. Rag-
dale his wife and acknowledged that they signed, sealed and
delivered the within Deed to the within named Joseph Collins
on the day and year therein written, and for the purposes there-
in mentioned the said Olive J. Ragsdale being examined by me separate

and apart from her said husband acknowledged that she signed, sealed and delivered the same freely and voluntarily of her own accord without any fear, threat or compulsion of her said husband.

Given under my hand and seal of office this 25th day of September in the year of our Lord one thousand eight hundred and thirty four.

Recorded the 18th day of November 1834. S. D. Livingston Clerk.

Chas. McNeill Esq. Received for Record
To Assignment Mortgage the 29th September 1834.
A. Fisk Burke Esq.

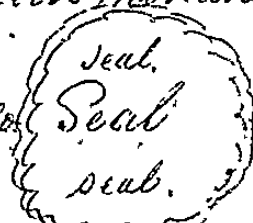
I know all men by their presents that whereas Israel C. Griffing on the ninth day of May in the year of our Lord eighteen hundred and thirty four by his deed of Mortgage of that date did bargain, sell, and convey unto Hanning McNeill Esq. a Merchantile firm in the town of Vicksburg consisting of James Hanning, Angus McNeill and W. A. Wilkinson a certain tract of land and sixteen negro slaves particularly described in said Deed which conveyance was to be void on certain conditions therein mentioned which Deed of Mortgage according to the certificate of the Clerk of

the Court of Probate of Madison County and State of Mississippi indorsed thereon is recorded in his office in Book B pages 157 & 158 & 159 And whereas for and in consideration of the sum of five thousand eight hundred and seventy nine dollars to said Hanning McNeill Esq. this day paid by A. Fisk Burke Esq. of Vicksburg they have indorsed and assigned to the said A. Fisk Burke Esq. a Note drawn by the said Israel C. Griffing for the amount of money aforesaid dated 11th May 1834 and payable to the said Hanning McNeill Esq. on the first day of March 1835 and negotiable and payable at the Agricultural Bank of the State of Mississippi at Vicksburg now in consideration of the premises and in

order to secure the punctual payment of the said Note and indemnify the said A. Fisk Burke Esq. against all loss or damage which might accrue to them in consequence of the non payment of the said Note. The said Hanning McNeill Esq. do by these presents grant, bargain, sell, transfer and assign to the said A. Fisk Burke Esq. a Merchantile firm consisting of Abner Fisk Henry Burke John Wall a sufficient portion and share and interest of in and to the said Mortgage Deed of Israel C. Griffing and all and singular contents thereof.

and State both Real and Personal in whatever nature therein described to secure them against any loss or damage which they may sustain by reason of the failure of the said Israel C. Griffing or the said Cheering McNeill & Co. to pay the same to them and to hold the aforesaid Share, portion and interest to them the said Fisk Burke and the said Waltham and their and each of their several heirs and assigns as fully and in as ample manner as the said Cheering McNeill and Wilkinson their heirs and assigns might hold and enjoy the same by virtue of the Mortgage deed aforesaid and in order to secure the said Fisk Burke & Co. effectually and to fully indemnify them as aforesaid they and their heirs and assigns shall have and enjoy possession and control of the said Mortgage deed and all and singular the estate and property therein described so far as such control and possession may be necessary to effect that purpose. Nevertheless if the said Israel C. Griffing or the said Cheering McNeill & Co. or their or either of their heirs or executors shall pay or cause to be paid the said Note before described punctually at its maturity then this deed assignment and transfer to the said Fisk Burke & Co. shall be null and void otherwise to remain in full force and virtue.

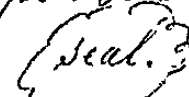
In testimony whereof the said Cheering for himself and in behalf of said McNeill and said Wilkinson his heirs and assigns the partnership name and affixed their seal this the seventeenth day of September in the year of our Lord eighteen hundred and thirty four

Cheering McNeill & Co. 

Ferdinand Sims

The State of Mississippi Personally appeared before me William Warren County Clerk Mills Judge of the Probate Court of said County of Cheering one of the above named firm of Cheering McNeill & Co. who acknowledged that they signed, sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed.

Given under my hand and seal this 17th Sept 1834

William Mills 

Recorded the 18th day of November 1834.

Samuel H. Ashley
 J. Deed
 Robert Dick
 Henry Phillips

Received for Record
 the 18th day of November
 1834

Madison County This Indenture made and entered into State of Mississippi between Samuel H. Ashley of the aforesaid County and State of the first part and Robert Dick and Henry Phillips of the same County and State of the other part

Witnesseth that the said party of the first part in and for
the consideration of the sum of fifty dollars to him in hand
paid the receipt whereof he doth hereby acknowledge hath bargain-
ed, sold, aliened, conveyed, and confirmed, and by these presents
doth bargain, sell, alien, convey, and confirm unto the said party
of the second part their heirs, assigns and executors all their right title
and claim to a certain tract or parcel of land lying, and being
in the County and State aforesaid, and known land, designated
as follows viz the N^W/₂ E^W/₂ S^W/₄ of section No. 11 Township 9
Range 3 East. To have, hold, occupy, and possess unto the said
party of the second part their heirs and assigns with all its
tenements, hereditaments appurtenments for ever and the
said party of the first part binds himself his heirs and assigns
to warrant and defend the said land tenements and heredi-
taments against all claims, demands, charges, dower
and encroachments and of from, and against, all and every
person lawfully claiming or to claim to the said party of
the second part forever. In testimony whereof we do here-
unto set our hands and seals this 19th November 1831
S. H. Ashley Seal

The State of Mississippi
Madison County Personally appeared before me in my
office Samuel Q. Livingston Clerk of the Circuit Court in and
for said County Samuel Ashley and acknowledged the signing
sealing and delivering of the within deed to be his act and
deed.
Given under my hand and seal of said Court
this eighteenth day of November 1831.
S. Q. Livingston, Clerk.
Recorded the 19th day of November 1831.

Joseph Carson & wife Received for Record the
1st day of November 1831.
Lorenzo C. Farrar

Madison County This Indenture made between Joseph
State of Mississippi Carson and Elizabeth his wife of the aforesaid
State of the one part and Lorenzo C. Farrar of the aforesaid County
and State of the other part Witnesseth that the said Joseph Carson
and Elizabeth his wife for and in consideration of the sum of
eight hundred dollars lawful currency to them the said Joseph
Carson and Elizabeth his wife in hand paid the receipt
whereof is hereby acknowledged they the said Joseph Carson
and Elizabeth his wife have bargained and sold and
by these presents doth bargain, grant and sell unto the
said Lorenzo C. Farrar his heirs and assigns forever the
following described land (viz) the West half of South East
Quarter of section four and the East half of

North East quarter of section nine and ten acres more or less on the North East of the West half (W^{1/2}) of North East quarter of the last named section all in township eleven Range three East of Basis Meridian to have and to hold the said granted and bargained premises with the privileges and appurtenances thereof to him the said Lorenzo D. Farrar his heirs and assigns forever and we the said Joseph Carson and Elizabeth his wife for ourselves our heirs, executors and administrators do covenant with the said Lorenzo D. Farrar his heirs and assigns that we are lawfully seized in fee of the premises that they are free of all encumbrances that we have good Right to sell and convey the same and that we will Warrant and defend the same to the said Lorenzo D. Farrar his heirs and assigns forever against the lawful claims and demands of all persons

In witness whereof we have hereunto affixed our hands and seals this 1st day of November 1833

Witness
Test.

Robert Carson
James Pigg

Jos. Carson Seal
Elizabeth Carson Seal
his wife

The State of Mississippi Personally appeared in my office Madison County before me Samuel C. Livingston Clerk of the Circuit Court in and for said County James Pigg one of the subscribing witnesses to the foregoing Deed and after being sworn deposed and said that he was present and saw Joseph Carson and Elizabeth his wife whose names is subscribed to the above Deed sign, seal and deliver the same to the said Lorenzo D. Farrar and that Robert Carson the other subscribing witness was present at the signing sealing and delivering of the said Deed and that the subscribed their names thereto as Witnesses in the presence of the said Joseph Carson and Elizabeth Carson and in the presence of each other

Given under my hand and seal of said Court this 1st day of November 1834
S. C. Livingston Clk

Recorded the 19th day of November 1834

Stephen Calcutt Received for Record
So Deed the 21st day of October
William H. Bole 1834.

This Indenture made the 20th day of October 1834 between

Stephen Calcutt of Madison County and State of Mississippi of the first part and William H. Bole of the County and State aforesaid of the other part Witnesseth that the said Stephen Calcutt for and in consideration of the sum of Nineteen hundred Dollars to him the said Calcutt then received whereof is hereby acknowledged by these presents have bargained, granted and sold Released and confirmed and by these presents do sell and confirm unto the said William H. Bole and his heirs and assigns all that tract or parcel of land in as follows to wit &c of the N. W. 1/4 of Section No. 14 Township No. 9 of Range No. 2 East containing 8 1/2 acres also N. 1/2 of the N. 1/2 of the N. W. 1/4 Section No. 18 Township No. 9 of Range No. 2 East containing forty acres also S. 1/2 of the N. 1/2 of Section No. 11 Township No. 9 of Range No. 2 East containing forty 2/3 acres together with all and singular the Rights, Privileges, Benefits, Easements and appurtenances whatsoever thereto belonging or in any wise appertaining and also all the Estate Right of claim of him the said Stephen Calcutt in Law or Equity to have and to hold the above described Land together with the said William H. Bole his heirs and assigns to the only use and benefit of the said William his heirs and assigns for ever in Witness whereof the said Stephen Calcutt by these presents have set his hand and seal

Thomas Collins for
 Witness

Stephen Calcutt

R. R. Allen
 The State of Mississippi Personally appeared in my office before Madison County Me Samuel C. Livingston Clerk of the Circuit Court in and for said County Stephen Calcutt and acknowledged the signing, sealing and delivering of the foregoing deed to be his fact and deed

Given under my hand and seal of office
 this 21st day of October 1834
 S. Livingston Clerk

Recorded the 20th day of November 1834

James S. Richard
 To Deed
 Benjamin S. Bose

State of Mississippi
 Madison County

This Indenture made this 28th day of August 1834 in the year of our Lord one thousand eight hundred and thirty four between James S. Richard and Elizabeth H. Richard his wife of Madison County in the State of Mississippi aforesaid of the one part and Benjamin S. Bose of the State of Louisiana of the other part Witnesseth that the said James S. Richard and Elizabeth H. Richard his wife for and in consideration of the sum of twelve hundred dollars the

Receipt, wherof is full, acknowledged to this day bargain, sell
and convey to the said Benjamin S. Cox all the Right title
and interest in and to the following described tracts or
parcels of Land namely South East quarter of Section thirteen
Township nine of Range four East and West half of the
North East quarter of Section thirteen Township nine of
Range four East. Now be it known that the said James
S. Richard and Elizabeth H. Richard his wife, do bind
themselves their heirs Executors Administrators and assigns
to warrant and forever defend and make good the
title to the above described tracts of land against the
claim or claims of all other persons. Given under our hands
and seals the day and year first above written

Signed sealed and delivered
in the presence of me this
23rd day of August 1834.

James S. Richard (Seal)

Elizabeth H. Richard (Seal)

William Joiner J.P. Seal
The State of Mississippi
Madison County

Personally appeared before me
William Joiner a Justice of the
peace in and for the County and State aforesaid James
S. Richard and acknowledged that he signed, sealed
and delivered the within indenture to be his voluntary
act and deed. and at the same time Elizabeth H. Richard
the wife of said James S. Richard appeared before me and
being examined separate and apart from her said husband
acknowledged that she signed, sealed and delivered the on
the day and date there written freely, voluntarily, without
any fear, threat or compulsion of her said husband as
her voluntary act and deed thereby relinquishing all
her right, title and interest to the within described and
conveyed premises. Given under my hand and seal this
23rd day of August A. D. 1834

William Joiner J.P. Seal

Recorded the 20th day of November 1834

Samuel Joslin
vs Deed
Jonathan Humphreys

Received for Record
the 5th day of
November 1834

This Indenture, made the Twenty eighth day of October in
the year of our Lord one thousand eight hundred and thirty four
between Samuel Joslin of the County of Madison and State
of Mississippi of the one part and Jonathan Humphreys of the
County and State aforesaid of the other part Witnesseth that the
said Joslin for and in consideration of the sum of five hundred
dollar lawful money of the United States, to him in hand well and
truly paid by the said Humphreys the Receipt wherof is here
acknowledged, hath granted, bargained, sold, conveyed and

confirmed and by these presents, doth grant, bargain, sell,
convey and confirm unto the said Humphreys his heirs and
assigns all and singular, the following described lot, tract or
parcel of land, to wit: The South half of the East half of the
South East quarter and the North half of the West half of
the South East quarter of section Twenty, Township eleven
of Range three east containing seventy nine acres and twenty
five hundredths of an acre and situated in the County of
Madison and State of aforesaid and all the estate, right, title,
interest, claim and demand of the said Tustin of, in, and to
the said premises, with all and singular, the rights, manners,
privileges and appurtenances, to the same belonging or in any
wise appertaining, and the rents, issues and profits thereof
to have and to hold the said premises, with the appurten-
ances, to the only proper use, benefit and behoof of the
said Humphreys his heirs and assigns forever, and the said
Tustin his heirs, executors and administrators doth covenant and
grant unto and with the said Humphreys his heirs, executors,
administrators and assigns, that he is the true and lawful
owner of the premises hereby granted, and hath good right
full power and lawful authority to sell and convey the same
in manner and form aforesaid: And further, that he
the said Tustin his heirs, executors and administrators, will
warrant and forever defend the aforesaid premises, with
their appurtenances, and every part and parcel thereof unto
the said Humphreys his heirs and assigns against all persons
claiming or to claim, by, from, or under him, them or
any of them, or by, from, or under any other person or persons
whosoever. In witness whereof the said Samuel Tustin hath
hereunto set his hand and seal the day and year above written.
Sealed and delivered in presence of me William Joiner

Samuel Tustin Seal
The State of Mississippi Madison County, S.S.
Personally appeared before me William Joiner an acting
justice of the peace within and for the County aforesaid, per-
sonally came Samuel Tustin, the above named grantor and
acknowledged the above Deed of conveyance to be his voluntary
act and deed for the uses and purposes therein contained
In testimony whereof I have hereunto set my hand and seal
the fifth day of November in the year of our Lord one
thousand eight hundred and thirty four
William Joiner Seal
Recorded the 20th day of November 1834

Joseph M. Boardman
vs
Deed
James W. Wye

Recorded for
Record the 21st
day of October 1831

This Indenture made and entered into this twenty first day of October in the year of our Lord one thousand eight hundred and thirty four between Joseph M. Boardman of the County of Madison and State of Mississippi of the one part and James Wye of the County and State aforesaid of the other part Witnesseth that the said Joseph M. Boardman hath for and in consideration of the sum of five thousand four hundred and fifty three dollars and thirty three cents to him in hand paid by the said James Wye at and before the sealing and delivering of these presents the Receipt whereof is hereby acknowledged and the said James Wye his heirs, executors, Administrators and assigns forever Released and discharged therefrom have granted, bargained, sold, aliened, confirmed and by these presents do grant, bargain, sell, alien and confirm unto the said James Wye his heirs and assigns forever all the following lots, tracts or parcels of land lying and being in the said County and known and designated as follows to wit. The North West quarter of section number two Township No. nine Range No. four East containing one hundred and ninety six and fifty six hundredths acres. The South West quarter and East half of the South East quarter and South half of the West half of the North West quarter of section number thirty five Township number ten of Range Number four East containing two hundred and eighty acres. The East half of the South East quarter of section number thirty four Township number ten of Range number four East containing eighty acres. The West half of the South East quarter of section number thirty five Township number ten of Range number four East containing eighty acres. The north half of the East half of the North East quarter of section number three Township number nine of Range four East containing about forty nine acres and composing one tract containing six hundred and eighty five acres be the same more or less To have and to hold the above described land with all and singular the appurtenances thereunto belonging or in any wise appertaining unto the said James Wye his heirs and assigns forever and the said Joseph M. Boardman doth for himself his heirs and assigns covenant and agree with the said James Wye his heirs and assigns to warrant and defend the title to the aforesaid land and premises from himself his heirs or assigns &c and from all and every other person or persons claim or claims whatsoever unto the said James Wye his heirs

and a sign & seal in testimony whereof the said John
M. Boorman hath hereunto set his hand and seal the
day and year first above written

J. M. Boorman

The State of Mississippi
Madison County: Personally appeared in my office be-
fore me Samuel D. Livingston Clerk of the Circuit Court in and
for said County Joseph M. Boorman and acknowledged the
signing, sealing and delivering of the foregoing deed to be
his act and deed

Given under my hand and seal of office this
21st day of October 1834. S. D. Livingston Clerk

Recorded the 21st day of November 1834.

John F. Montgomery
vs Deed
Isaac L. Pennington

Received for Record
the 7th day of
November 1834.

This Indenture made and entered into this seventh day of
November in the year of our Lord one thousand eight hundred
and thirty four between John F. Montgomery of the County
of Madison and State of Mississippi of the one part and
Isaac L. Pennington of the County and State aforesaid of
the other part witnesseth that the said John F. Montgomery for
and in consideration of the sum of six hundred and twenty
five dollars lawful money to him in hand paid the Receipt
whereof is hereby acknowledged have granted, bargained and
sold and by these presents do grant, bargain and sell
unto the said Isaac L. Pennington his heirs and assigns for
ever all that lot or parcel of land situate lying and being
in the County of Madison and State of Mississippi and in
the Choctaw District of land known and designated in sold
of survey as the East half of the North east quarter of section
number one Township number nine of Range No. one East
containing Seventy eight acres be the same more or less together
with all and singular the premises and appurtenances there-
unto belonging or in any wise appertaining To have and
to hold the above bargained premises unto the said Isaac
L. Pennington his heirs or assigns forever. And for the consid-
eration aforesaid the said John F. Montgomery his heirs,
executors and administrators do covenant to warrant
and defend the right to the said premises unto the said
Isaac L. Pennington his heirs and assigns forever both at
law and in equity against the lawful demands of the said
John F. Montgomery his heirs or assigns &c and against
all and every other person or persons claim or claims whatsoever

In testimony whereof the said John F. Montgomery have
herunto set his hand and seal the day and date first
written

Signed, sealed and delivered } John F. Montgomery Sex
in presence of

The State of Mississippi } Personally appeared before me
Madison County } O. F. Pack Deputy for Simuel C.
Loringston Clerk of the circuit Court in and for said County
John F. Montgomery and acknowledged the signing
sealing and delivering of the foregoing deed to be his act
and deed.

Given under my hand and seal office this seventh
day of November 1834

S. D. Loringston Clk.
O. F. Pack Deput.

Recorded the 21st day of November 1834.

Thomas Crockett & wife
vs } Deed
Lewis C. Jones

Received for Record
the 19th day of
September 1834

The State of Mississippi,
Know all men by these presents, that I, of the County
of Madison in the state aforesaid, in consideration of
sixteen hundred dollars to me in hand paid by Lewis
C. Jones of said County in the state aforesaid, have granted
bargained, sold and released, and by these presents do grant,
bargain sell and release unto the said Lewis C. Jones all
and singular the following parcel of land lying and
being in the County and State aforesaid and known
in the plot of survey in and for the Choctaw District of
lands in said state and county as as being the $N\frac{1}{2}$ of
 $N.W.\frac{1}{4}$ of section number 3 Township No. 9 of Range No. 11
containing 49.25 acres and the $S\frac{1}{2}$ of $S\frac{1}{2}$ North West $\frac{1}{4}$ of
No. 3 Township No. 9 of Range No. 11 East containing
acres and the $W\frac{1}{2}$ $N.E.\frac{1}{4}$ of section No. 3 Township
of Range No. 11 East containing 98.50 acres together
with all and singular, the rights, members, hereditaments and
appurtenances, to the said premises incident, or in anywise
appertaining; To have and to hold, all and singular the
premises before mentioned unto the said Lewis C. Jones his
heirs and assigns forever. And I do hereby bind myself, my
heirs, executors and administrators to warrant and forever defend
all and singular the said premises unto the said Lewis C. Jones
his heirs and assigns, against my heirs, and against every
person whomsoever lawfully claiming or to claim the same,
or any part thereof.

Witness my hand and seal this the nineteenth day of September
A. D. 1834 and of the sovereignty of the state.

Wm. Joiner

Thomas X Crockett

Eliza J. Crockett

The State of Mississippi
Madison County
Personally appeared before me
William Joiner a Justice of the peace in and for said state
and county Thomas Crockett who acknowledged that he
signed, sealed and delivered the within indenture on the
day and date therein written as his voluntary act and
deed. Also Eliza Crockett the wife of the said Thomas Crockett
personally appeared before me who after a private examina-
-tion separate from her said husband acknowledged that she
signed, sealed and delivered the same on the day and
date therein written freely, voluntarily without any fear
threats or compulsion of her said husband as her volun-
-tarily act and deed thereby relinquishing all her right,
title and interest to the within described and conveyed premises
Given under my hand and seal this 19th day of September
1834

Recorded the 21st day of November 1834

L. D. Farrar wife
To Deed
Wm. B. Walker &
Wm. S. Anthony

Received for Record the
10th day of November
1834

This Indenture of bargain and sale made & entered into
this sixth day of June A. D. 1834 between Lorenzo O. Farrar
and Mary his wife of the county of Madison and state
of Mississippi of the one part & William B. Walker & Wm. S.
Anthony of the county & state aforesaid of the other part
Witnesseth that the said Lorenzo O. Farrar & Mary his wife
for & in consideration of the sum of two thousand
dollars to them the said Lorenzo & Mary his wife in
hand paid the Receipt whereof is hereby acknowledged
they the said Lorenzo & Mary his wife hath bargained
and sold & by these presents doth bargain, sell, give and convey
unto the said Walker & Anthony their heirs & assigns forever
the following described land viz: The West half of the
South east quarter of section four also all the land in the
East half of the North east quarter of section nine which
lies North of the center of Loris Creek supposed to be
be the same more or less & the South half of the East half
of the South east quarter of section four & the North half
of the East half of the South east quarter of section four
all in township No. seven & range 6th 3rd East

411

To have and to hold the above described land &
 bargained premises with all and singular the Rights
 profits hereditaments & appurtenances of in and to the
 same belonging or in any wise appertaining to the only
 proper use & behoof of them the said Walker & Anthony
 their heirs & assigns forever & the said Lorenzo & his wife
 Mary for themselves their heirs, executors, administrators
 doth covenant & agree to & with the said Walker &
 Anthony their heirs & assigns that they are lawfully
 seized in fee of the premises that they are free of all
 incumbrances & that they will warrant & defend the
 same to the said Walker & Anthony their heirs &
 assigns forever against the lawful claims and demands
 of all persons To witness whereof we have herewith
 affixed our hands & seals the date above written
 Signed sealed & acknowledged Lorenzo L. Farrar Seal

In presence of
 Elisha Farnage
 Samuel Mitchell

her
 Mary L. Farrar Seal
 made

The State of Mississippi }
 Madison County }
 Livingston clerk of the Circuit Court in and for said
 County. Elisha Farnage one of the subscribing witnesses
 to the within deed and after being duly sworn deposeseth
 and swith that he was present and saw Lorenzo
 L. Farrar sign seal and deliver the within deed to the
 within named William B. Walker and Thomas S.
 Anthony and that he subscribed his name thereto as
 a Witness in the in the presence of the said Farrar
 and in the presence of Samuel Mitchell the other
 subscribing witness who subscribed his name to the
 said Deed in his presence and in the presence of the
 said Farrar

Given under my hand and seal of said
 Court this tenth day of November 1834
 A. D. Livingston Clerk

Recorded the 21st day of November 1834.

Richard Allen Sen.
 do. Deed
 Benjamin Long &
 Samuel W. Flournoy

Received for Record
 the 11th day of
 September 1834.

This Indenture made and entered into this Eleventh
 day of September in the year of our Lord one thousand
 eight hundred and thirty four between Richard Allen
 Senr of the County of Madison and State of Mississippi
 of the one part and Benjamin Long & Samuel W. Flournoy

of the County and ~~State~~ of aforesaid if the other part witnesseth that the said Allen hath for and in consideration of the sum of twenty six hundred and twenty five dollars to him in hand paid by the said Long and Flournoy the Receipt whereof is hereby acknowledged have granted, bargained, sold, aliened and confirmed and by their presence do grant, bargain, sell, alien and confirm unto the said Long and Flournoy and their heirs or assigns &c all the following lots, tracts or parcels of land lying and being in the said County of Madison and State aforesaid and composing one tract containing two hundred and ten acres to the same more or less which is known and designated as follows to wit The North East quarter of section thirteen Township nine Range two East except seventy acres sold by said Allen off the North end of said quarter section to Richard Allen Jr. as will appear by a Reference to a deed made for the same also the south half of the East half of the North West quarter of section thirteen Township nine of Range two East the East half of the south East quarter of section thirteen in Township 9 of Range two East also the south West quarter of section eighteen in Township nine Range three East except one hundred and sixty acres sold heretofore to John Duke off the south end of said quarter section of and the said East half of the south East quarter of section thirteen the division line of which is to run parallel to the southern boundary line of said section To have and to hold the said tract of land as above described with all and singular the appurtenances therunto belonging or in any wise appertaining unto the said Long and Flournoy their heirs or assigns & forever and the said Richard Allen senior doth for himself his heirs or assigns covenant and agree with the said Long & Flournoy their heirs or assigns &c to warrant and forever defend the title of the said tract or parcel of land from himself his heirs or assigns and from all and every other person or persons claim or claims whatsoever unto the said Benjamin Long and Samuel M. Flournoy their heirs or assigns & forever In testimony whereof the said Richard Allen senior have herunto set his hand and seal the day and date first above written

The words John Duke
interlined before signed

Richard Allen senior
mark

The State of Mississippi
Madison County
Personally appeared before me
Samuel G. Livingston clerk of the
circuit Court for and for said County Richard Allen
senior and acknowledged the signing sealing and delivering

463
the within deed is his act and deed

Given under my hand and seal of said court
this eleventh day of September 1834
S. Livingston CLK

Recorded the 22nd day of November 1834

Richard Allen senr.
To Bill of sale
Long and Flournoy

Received for
Record the 11th
day of September
1834

I know all men by these presence that I Richard Allen senr.
of the County of Madison and State of Mississippi
hath for and in consideration of the sum of Four
thousand four hundred dollars to me in hand paid
by Benjamin Long and Samuel M Flournoy of the County
and State of aforesaid the Receipt whereof is hereby acknowl-
edged sold unto the said Long and Flournoy eight negro
Slaves for life to wit Henry aged about thirty two years
Dick aged about fourteen years Charles aged about eleven
years Jeff aged about ten years Esther aged about twenty
two years Harriet aged about twenty years and her infant
child named Jerry and Kitty aged about eighteen years
all of which said negroes I warrant to be sound and healthy
and slaves for life and the title of said negroes from
myself my heirs and assigns and from the claim or
claims of all and every other person or persons whatsoever
unto the said Long & Flournoy and their heirs and
assigns will by these presence forever defend In Testimony
whereof I have herewith set my hand and seal this eleventh
day of September 1834

his
Richard R Allen Seal
mark

The State of Mississippi
Madison County

Personally appeared before me
Samuel C. Livingston Clerk of the Circuit Court in and
for said County Richard Allen senr. and acknowledged
the within deed to be his act and deed

Given under my hand and seal of said
Court this 11th day of September 1834
S. Livingston CLK

Recorded the 22nd day of November 1834

11011
William S. Jones & wife
vs. Deed
Granville Lewis &
William Hoy

Received for Record
the 14th day of October
1891

This Indenture made and entered into this fourteenth day of October in the year of Our Lord eighteen hundred and thirty four (34) between William S. Jones and Mary, his wife of the County of Hinds and State of Mississippi of the first part and Granville Lewis of the same County, and William Hoy of the County of Madison and State of Mississippi of the second part with intent, trust, fee and in consideration of the sum of seven thousand seven hundred and ninety three dollars and ninety cents in hand paid by the said Granville Lewis & William Hoy to the said William S. Jones and Mary, his wife the Receipt whereof is hereby acknowledged the said William S. Jones and Mary, his wife have this day granted, bargained and sold and by these presents do and shall each of them cloth, grant bargain and sell unto the said Granville Lewis and William Hoy the following tracts or parcels of land situate lying and being in the County of Madison and State of Mississippi more particularly known and designated as follows (to-wit) The south west quarter and the east half of the south east quarter of section (20) The north west quarter and the North east quarter of section No twenty nine (29) The east half of the south east quarter and the west half of south west quarter of section No twenty one (21) The west half of the north west quarter the West half of the North east quarter the north half of the east half of the north east quarter the north half of the West half of the south east quarter, and the south half of the east half of the south east quarter of section No twenty eight (28) the south west quarter, the east half of the south east quarter and the West half of the south east quarter of section twenty two (22) The West half of North east quarter of section No twenty seven (27) The West half of the North west quarter of section No thirty four (34) and lot No (6) of section No twenty six (26) all in township nine (9) of Range four east containing one thousand five hundred and fifty eight and seventy eight hundredths of an acre or thereabouts more or less entered at the Mount Adams Land office in the State of Mississippi in the name of William S. Jones of the County of Hinds and State of Mississippi and also all trees, woods, underwoods, ways, watercourses, profits, commodities, advantages, hereditaments and appurtenances whatsoever to the said described land belonging or in any way appertaining and all the estate right title and interest therein and demand whatsoever of the said William S. Jones and Mary, his wife in and to the said described land and

462
 premises and every part thereof to have and to hold the
 said described land together with all and singular the
 hereditaments and appurtenances of whatsoever kind
 thereto belonging unto the said Granville Lewis and
 William Hoy their heirs and assigns to the use proper
 use and behoof of the said Lewis and Hoy their heirs and
 assigns in fee simple forever and the said William S.
 Jones and Marys his wife for themselves and their heirs
 the said described Land and premises and every part
 thereof against them the said William S. Jones and Marys
 his wife and their heirs and against all and every person
 and persons whatsoever to the said Granville Lewis and
 William Hoy their heirs and assigns shall and will
 warrant arise for ever defend by those presence
 In witness whereof we the said William S.
 Jones and Marys his wife have hereunto set
 our hands and affixed our seals the date above
 written

The words, and the west half
 of the southwest quarter,
 and the north half of the
 East half of the north
 east quarter, were inter-
 lined before signing and
 sealing this deed.

Wm. S. Jones Seal

Seal

The State of Mississippi } Personally appeared before
 Madison County } J. O. F. Pich Deputy for
 S. D. Livingston clerk of the circuit court for said
 County. William S. Jones and acknowledges the
 signing, sealing and delivering of the foregoing deed
 to be his just act and deed

Given under my hand and seal of said court
 this 14th. day of October 1834
 S. D. Livingston Clerk
 J. O. F. Pich Deput.

Recorded the 22nd. day of November 1834

The State of Mississippi
 Madison County

John C. Smith
To: Seed
Ezekiah Ward,
Levi Ketchum and
David Looney.

Received for Record
the 22^d day of
November 1834

This Indenture made the twenty first day of November one thousand eight hundred and thirty four between John C. Smith and his wife Abiline of the County of Madison and State of Mississippi of the one part and Ezekiah Ward, Levi Ketchum and David Looney all of the County of Missy and State of Tennessee of the other part Witnesseth That the sd. John C. Smith for and in consideration of the sum of six thousand seven hundred and twenty dollars to him in hand paid well and truly by the sd. Ward, Ketchum and Looney the Receipt whereof is hereby acknowledged and thereupon and therefrom doth acquit, release, exonerate and forever discharge the sd. Ward, Ketchum and Looney their heirs, executors and administrators hath granted bargained, sold, conveyed, released, released, conveyed and confirmed and by these presents doth grant bargain, sell, alien, convey, release, convey and confirm unto the sd. Ward, Ketchum and Looney their heirs and assigns forever all the following described tracts or parcels of land (Viz) the north half of west half of south east quarter of section no. twenty township no. ten Range no. four east containing forty & three hundredth acres likewise the south half of the north east quarter of section no. twenty township no. ten Range no. four east containing eighty and six hundredth acres Likewise the east half of the south east quarter of section no. twenty township no. ten Range no. four east containing eighty acres likewise the west half of the south west quarter of section no. twenty one township no. ten Range no. four east containing seventy nine and ninety two hundredth acres likewise the south half of the north west quarter of section no. twenty and township no. Ten Range no. four east containing seventy nine and eighty four hundredth acres likewise the west half of the north west quarter of section no. twenty eight township no. ten Range no. four east containing seventy nine and ninety six hundredth acres likewise the east half of the north east quarter of section no. twenty nine township no. ten Range no. four east containing eighty and nineteen hundredth acres likewise the north half of the west half of the north east quarter of section no. twenty nine township no. ten Range no. four east containing forty and nine hundredth acres

all of which tracts of land are situated in the County of Madison and State aforesaid which said tracts of land said John holds part by deed from James Pigg and part by patents from the United States and all the estate right title interest claim and demand of the said John E. Smith of or to the said premises hereby granted and every part thereof together with all and singular the rights privileges and appurtenances to the same belonging or in any wise appertaining and the rents issues and profits thereof to have and to hold the said premises hereby bargained and sold or meant to be sold with the appurtenances to the said Ward, Ketchum & Looney their heirs and assigns for ever and the said John E. Smith for his heirs executors & administrators doth covenant and agree with the sd. Ward Ketchum & Looney their heirs executors administrators and assigns that he is the true and lawful owner of the premises hereby granted and hath good right full power and lawful authority to sell and convey the same in manner and form aforesaid and further that he the said John E. Smith his heirs executors administrators will warrant and forever defend the aforesaid premises with their appurtenances and every part thereof unto the said Ward, Ketchum & Looney their heirs & assigns against all persons lawfully claiming under by or from him by from or under any person or persons whatever. In witness whereof the said John E. Smith together with his wife Almira who hereby relinquishes her right of dower in the above described premises have hereunto set their hands and seals the day and year above written.

Signed sealed and delivered } John E. Smith Seal
 in presence of }
 William Anderson } Almira Smith Seal
 Samuel E. Simmons }

The State of Mississippi }
 Madison County } Personally appeared before
 me William Anderson a Justice of the Peace in the }
 County aforesaid the above named John E. Smith }
 who acknowledged that he signed sealed and delivered }
 the foregoing deed on the day and year therein mentioned }
 for the use and purposes therein contained and at the same }
 time appeared Almira Smith wife of said John E. Smith }
 who acknowledged that she signed sealed and delivered }
 the foregoing deed as her voluntary act and deed freely }
 without any fear threats or compulsion of her husband or }
 being examined separate and apart from him.

Given under my hand and seal this 21st day of
November one thousand eight hundred and thirty four
William Anderson Secy

Recorded the 22nd day of November 1834

Ruffin Gregory
Deed
John W. Brown

Received for Record
the 12th day of March
1834.

State of Mississippi Know all men by these presents that
Madison County & Ruffin Gregory of the County and state
aforesaid have this day for and in consideration of the sum
of one hundred and fifty dollars the receipt whereof is here-
by acknowledged have bargained, sold and delivered and
bind by these presents do bargain sell and deliver unto the
John W. Brown of the County and state aforesaid a certain tract of
land situated as follows the 2nd S. 11th T. Section 24th Township 9
Range 4 East in the district Miss. of Pearl River the title of
said land I bind myself my heirs administrators and assigns
to warrant and defend unto the said John W. Brown his
heirs administrators and assigns forever against the claims of
all persons whatsoever Witness my hand and seal this
November 22nd Day in the year eighteen hundred and thirty
three

Witness
William Smith
Zach Nettles
J. E. Brown

Ruffin Gregory Secy
mark

State of Miss. & This day came before me Zach Nettles and
Madison County & J. E. Brown and after being duly examined
with an oath that the foregoing deed is just and true This
given under my hand and seal this December 14 - 1833
Nathan Warren J. Peace

The State of Miss. Personally appeared before me Nathan
Madison County & Warren Esquire an acting Justice of the
peace in and for said County Zachariah Nettles and
J. E. Brown the two subscribing witnesses to the foregoing deed
and after being duly sworn aforesaid and with that they
saw Ruffin Gregory whose name is subscribed to the fore-
going deed of conveyance sign seal and delivered the same to
John W. Brown in those presents and that they subscribed
their names as witnesses thereto By Request of the Ruffin Gregory
in his presence and in the presence of each other
Given under my hand and seal this March 12 - 1834

Nathan Warren J. Peace

The State of Mississippi, County of Madison
Nathan Warren Esquire acting Justice of the
Peace in and for said County. Puffin Gregory whose name
is subscribed to the foregoing deed and acknowledged the
signing sealing and delivering of the same to be his act and
deed Given under my hand and seal this March 12 - 1834

Recorded the 24th day of November 1834
Nathan Warren J. Seal

J. R. Sheatham & wife
To & Mortgage
David & Kenby &
J. B. Magruder

Received for Record
the 24th day of
November 1834.

This Indenture Made and entered into on fifteenth day
April one thousand eight hundred and thirty four between
J. R. Sheatham and his wife J. A. Sheatham of the one part
and David Kenby and J. B. Magruder of the other part
Witnesseth whereas the sd. David Kenby and J. B. Magruder
having endorsed a certain note for eight hundred and forty
dollars made the fifteenth of April one thousand eight hundred
and thirty four in favour of James S. Douglass negotiable
and payable on the Planters Bank of the State of Mississippi
at Port Gibson and due on the first day of March one thousand
eight hundred and thirty five - Now This indenture witnesseth
that the said J. R. Sheatham and his wife J. A. Sheatham
for and in consideration of the endorsements of sd. Kenby
Magruder on the above named note also the sum of one
dollar to them in hand paid before the sealing of these
presence hath bargained sold and delivered and by these
presence both bargain sell and deliver unto the sd. Kenby
and Magruder their heirs and assigns forever a certain
woman negro named Middy aged seventeen years also
one other negro boy named Henry aged thirteen years
Provided always and this present grant is upon this condition
that if sd. Sheatham and his wife heirs or assigns shall
well and truly pay said note endorsed by sd. Kenby
and Magruder their heirs and assigns with all costs and
interest that may accrue to sd. Kenby and Magruder
their heirs and assigns for having endorsed sd. notes and if
the sd. Sheatham and his wife their heirs or assigns shall
hold sd. Kenby & Magruder their heirs and assigns harmless
and indemnified against all damages and demands
whatsoever that may accrue by sd. endorsement to sd. Kenby
and Magruder their heirs and assigns - Then and from
thenceforth this indenture and every article covenant clause
and condition herein contained shall be utterly void and
of no effect any thing herein thereof in any wise notwith-
standing otherwise to remain in full force and virtue

1111

Signed sealed and delivered in the presence of
J. R. Heatham Esq.

Attest:
N. M. Dougall
State of Mississippi & Personally appeared before the undersigned
Clerk of the County of Claiborne & Justice of the Peace J. R. Heatham whose name is
subscribed to the foregoing instrument and acknowledged that
he signed sealed and delivered the same as his act and deed
for the purposes therein mentioned also at the same time and
place J. R. Heatham his wife who in her private examination sepa-
rate and apart from her said husband acknowledged that she
did so freely and voluntarily and without any fear threats or
compulsion on the part of her husband or any other person
Given under my hand and seal the 21st day of April 1834
N. M. Dougall J. P. Seal

State of Mississippi
Clerk of the County of Claiborne & Justice of the Peace J. Lucas Sec. Clerk of the Probate Court
in and for said County do hereby certify that the within
and foregoing mortgage from J. R. Heatham to David Kerby
and Doct. J. B. Magnuder and certificate of acknowledgment
following the same are truly Recorded in my office in
Book IV No 13 pages 531, 532 given under my hand at
the town of Port Gibson this 21st day of May in the
year of our Lord one thousand eight hundred and thirty four
Lucas Sec. Clerk
By Wm Geo. Renard Jy. Clerk

Recorded the 24th of November 1834.

D Hardeman's wife
To Titter Bond
Lewis M. Garrett

Received for Record
the 28th day of
October 1834.

The State of Mississippi Know all men by these presents that
Madison County & we D Hardeman and Sarah A Har-
deman (wife of said D) of the County and State aforesaid
are held and firmly bound unto Lewis M. Garrett in the
penal sum of eighteen thousand dollars for the true payment
of which we bind ourselves, our heirs, executors, administrators or
assigns, firmly by these presents. This 20th day of January, in
the year of our Lord eighteen hundred and thirty four.

The condition of the above obligation is such that whereas
the said D Hardeman and Sarah his wife have sold unto
the said Lewis M. Garrett, the following tracts or parcels of
land, lying and being in the County and State aforesaid:
To wit: The east half of the south west quarter of section twenty,
the south east quarter of section twenty, (the West half of south
west quarter of section twenty one) the east half of northeast

65-62
65-62

quarter of section twenty nine the east half of North west
 quarter of section twenty nine the North east quarter of
 section twenty nine the east half of south east quarter of section
 seventeen the east half of North west quarter of section twenty
 the West half of north west quarter of section twenty also
 the West half of north east quarter of section twenty nine
 all of which lands are in Township eight Range five West
 Choctaw land district in the state aforesaid reserving ten
 acres to be laid off in a square form in the south west
 corner of the East half of the North West quarter of section twenty nine
 aforesaid containing in all nine hundred and forty eight $\frac{1}{4}$
 acres (the greatest part of which was bought by said Hardeman
 of M. J. McNeill admr) and purchased by the said Garrett
 after the following manner, to wit: the West half of north
 east quarter of section twenty nine at one dollar and twenty
 five cents per acre the full payment for which eight we
 acknowledge to have received from the said Garrett the rema-
 inder of said several tracts of land at fifteen dollars per acre
 amounting to the sum of thirteen thousand and thirty one
 dollars and twenty five cents for and in consideration of
 which purchase, the said Garrett, has executed to the said
 D. Hardeman his bonds for the aforesaid sum due and
 payable as follows to wit: a bill of exchange for \$6,515.62 $\frac{1}{2}$ cts
 to be paid on or before the 20th day of January A. D. 1835 &
 a promissory note for \$6,515.62 $\frac{1}{2}$ cts to be paid on or before
 the 20th day of January A. D. 1836 now if upon the payment
 of the last mentioned note (the bill of exchange aforesaid
 having been previously paid by said Garrett or those
 claiming under him) the said D. Hardeman, and Sarah
 his wife, shall execute a deed in fee simple of said lands,
 to the said Lewis M. Garrett and his heirs forever, then the
 obligation to be void; otherwise to remain in full force
 and effect. Given under our hands and seals the day and
 date above written

D Hardeman Seal

State of Mississippi }
 Madison County } Sarah A. Hardeman Seal
 Personally appeared before me the undersigned
 justice of the peace in and for said county D Hardeman whose name
 is subscribed to the above instrument and acknowledged that he
 signed sealed and delivered the same for the purposes therein specif-
 ied and also his wife Sarah A. Hardeman whose name is als
 subscribed to the same being examined separate and apart from
 her husband acknowledged that she signed sealed and delivered
 the same for the purposes therein specified of her own free will accord-
 voluntarily and of her own free will & accord free from fear, threats or comp-
 ulsion on the part of her husband or any other person whatsoever given under
 my hand and seal this 10th day of February 1836
 Recorded the 25th day of November 1836 - Linton Kearney Seal

James Pigg ~~wife~~
to ~~Edward~~
John C. Smith

Received for Record
the 22nd day of
November 1834

This Indenture made the twenty second day of November in the year of our lord one thousand eight hundred and thirty four between James Pigg and Mary Pigg his wife of the County of Madison and State of Mississippi of the one part and John C. Smith of the County and State aforesaid of the other part Witnesseth that the sd. James Pigg for and in consideration of the sum of twenty six hundred dollars to him in hand paid well and truly by the said John C. Smith the receipt whereof is hereby acknowledged and thereof and therefrom doth acquit, Release, exonerate and forever discharge the sd. John C. Smith his heirs, executors and administrators; hath granted, bargained, sold, abained, enfeoffed, released, conveyed and confirmed, and by these presents, doth grant, bargain sell, abain, enfeoff, release, convey and confirm, unto the said John C. Smith his heirs and assigns forever, all the following described tracts or parcels of land, to wit: The North half of the West half of the South East quarter of Section No. twenty Township No. Ten Range No. four East containing forty and three hundredth acres. Likewise the South half of the North East quarter of section No. twenty Township No. Ten Range No. four East containing eighty and six hundredth acres. Likewise the East half of South East quarter of section No. twenty Township No. Ten Range No. four East containing eighty acres. Likewise the West half of the South West quarter of section No. twenty one Township No. Ten Range No. four East containing seventy nine and ninety two hundredth acres. Likewise the South half of the West half of the North West quarter of section No. twenty eight Township No. Ten Range No. four East containing thirty nine and ninety seven hundredth acres. Likewise the north half of the West half of North East quarter of section No. twenty nine Township No. Ten Range No. four East containing forty and nine hundredth and all of which tracts or parcels of land are situated in the County of Madison and State aforesaid which said tracts of land said Pigg held by by deeds from Elijah Hester Tom Hoff and Henry Lewis and Tom Pigg and by Patents from the United States and all the estate, right, title, interest, claim and demand of the said James Pigg if in and to the sd. premises hereby granted, and every part thereof together with all and singular the rights, privileges and appurtenances, to the same belonging, or in any wise appertaining, and the rents, issues and profits thereof, to have and to hold the sd. premises hereby bargained, and sold, or meant, or intended so to be with all the appurtenances to the said John C. Smith to the only proper use benefit and behoof of the sd. John C. Smith his heirs and assigns forever and the said James Pigg for his heirs executors and

administrators with covenant warrant and agree to and with the sd. John G. Smith his heirs, executors administrators and assigns, that he is the true and lawful owner, of the premises hereby granted, and hath good right and full authority and power, to sell and convey the same in manner and form aforesaid, and further that he the said James Pigg, his heirs, executors administrators will warrant and further defend the aforesaid premises, with their appurtenances and every part and parcel thereof unto the said John G. Smith to the only proper use, benefit and behoof of the said John G. Smith his heirs and assigns against all persons claiming or to claim by, from or under him, the sd. James Pigg or, by, from or under any person or persons whatsoever. In witness whereof the sd. James Pigg together with Mary his wife who hereby relinquishes her right of dower, in the above described premises have hereunto set their hands and seals the day and year above written signed, sealed and delivered.

in presence of
H. Ward,
Coteman Nichols

James Pigg Seal
Mary Pigg Seal
mark

State of Mississippi }
Madison County } Personally appeared before me
Coteman Nichols a Justice of the Peace in the County
in the County aforesaid the within named James Pigg
who acknowledged that he signed, sealed and delivered
the foregoing deed in the day and year therein mentioned
for the uses and purposes therein contained and at the
same time appeared Mary Pigg wife of said James
Pigg who acknowledged that she signed, sealed and
delivered, the foregoing deed as her voluntarily act and
deed, without any fear threats or compulsion of her
husband on being examined separate and apart from
her husband. Given under my hand and seal this twenty
second day of November one thousand eight hundred and
thirty four.

Recorded the 25th day of November 1834
Coteman Nichols J.P. Seal

Robert W Kennon
Jo. E. Reed
Moses S. Goff

Received for Record
the 24th day of
November 1834.

State of Mississippi } Know all men by these presents
Madison County } that I Robert W Kennon of the
County and state aforesaid have this day for an clear consid-
eration of the sum of thousand and two hundred dollars
to me in hand paid the Receipt whereof is hereby acknowledged

edged sold and by these presents do sell and deliver unto Moses S. Goff of the County and State aforesaid all my right title, claim & interest in and to the following tracts of land viz S. E. R. B. E. S. 18. 6 1/2 S. N. 1/4 and N. 1/2 S. 6 1/2 S. 19. 6 1/2 N. 1/4 N. 1/2 N. 1/4 containing three hundred and twenty acres more or less situate in the Blackland District of land West of Pearl River. The title of said land I bind myself to warrant and defend unto the said Moses S. Goff, his heirs, assigns and against the claims of all persons whatsoever, witness my hand and seal this 21th day of November eighteen hundred and thirty four

Robert W. Kennon Seal

In State of Mississippi
Madison County

Personally appeared in my office before me Samuel D. Livingston Clerk of the Probate Court in and for said County Robert W. Kennon and acknowledged that he signed, sealed and delivered the within deed, on the day and year therein written as his proper act and deed.

Given under my hand and seal of said Court this 21th day of November 1834
S. D. Livingston, Clerk

Recorded the 26th day of November 1834.

Fletcher-Crichton
To 3 Deed
Mr Caleb Martin

Received for Record the 24th day of November 1834.

This Indenture made this twenty first day of May in the year one thousand eight hundred and thirty four between Fletcher Crichton of Claiborne County and State of Mississippi of the first part and William T. Martin and James T. McCall of County and State aforesaid on the second part Witnesseth that the said party of the first part for and in consideration of the sum of two thousand six hundred and nineteen dollars and forty eight cents current money of the State of Mississippi to him in hand paid by the parties of the second part at and before the enrolling and delivering of these presents the Receipt whereof he doth hereby acknowledge and thereof and thereupon and of and from every part and parcel thereof doth acquit, release, exonerate and discharge the said parties of the second part their heirs, executors administrators and assigns and every of them, by these presents, have granted, bargained, sold, aliened, remised, released and confirmed and by these presents doth fully, freely and absolutely grant, bargain, sell, alien, remise, release and confirm unto the said party of the second part and their heirs and assigns forever all that mesuage or

175

dwelling house and lot of land thereto belonging situated
lying and being in Madison County, State of Mississippi
being the North west quarter of section seventeen in township
eight Range one West containing one hundred and fifty eight
acres and thirty seven hundredths of an acre of land and
also the West half of the South East quarter of section seventeen
in township eight of Range one West containing seventy nine
acres and nineteen hundredths of an acre: Also the South
West quarter of section seventeen in township eight of
Range one West containing one hundred and fifty eight
acres and thirty seven hundredths of an acre: also the South
East quarter of section eighteen in township eight of Range
one West containing one hundred and fifty seven acres and
twenty five hundredths of an acre: also the North East
quarter and the South West quarter of section eighteen
Township eight of Range one West and heretofore purchas-
ed by the said Brighton from a certain William Matlock
as by a reference to a Deed from Matlock administrator
of said William Matlock to the said Brighton duly
recorded in Madison County reference being heretofore
will more fully and at large appear. Together with all
and singular the hereditaments and appurtenances
whatssoever to the said messuages lots of ground and
premises belonging or in any wise appertaining and the
Reversion and Reversions, remainders and Remainders, rents,
issues and profits thereof and of every part and parcel
thereof and also all the Estate Right, title, interest, property,
possession, claim and demand whatsoever of the said parties
of the first part and each of them of in and to the
same or any part or parcel thereof. So have and to
hold the said messuages and lots of ground and premises
with their and every of their Rights, members and
appurtenances unto the said party of the second part
their heirs and assigns for ever to the only proper use
benefit and behoof of the said party of the second part
their heirs and assigns forever. In witness whereof the
the said F. Brighton parties to these presents hath hereunto
interchangably set his hand and seal the day and year first
above written.

Signed, Sealed and delivered

F. Brighton Seal

in the presence of
crasins, alterations & interlineations

first made

Volney Stamps

A. H. Lock

State of Mississippi } Personally appeared before me Volney
Clairborne County } Stamps Esquire Judge of Probate in and
for Clairborne County the within or above named Fletcher
Brighton who acknowledged that he signed sealed and

delivered the foregoing deed on the day and year therein mentioned as his act and deed.
Given under my hand and seal this 31st of May A.D. eighteen hundred and thirty four

Vobrey Stamp, Judge of Probate Seal

The State of Mississippi
Blaine County } J. Lucas Sec. Clerk of the Probate Court
in and for said County do hereby certify that Vobrey Stamp Esq. whose name is signed to the above acknowledged is and was at the time of signing the same Judge of Probate in and for the County and State aforesaid (deputy commissioned) and as such full faith and credit are due all his official acts

Given under my hand and the seal of said Court this the thirty first day of May in the year of our Lord one thousand eight hundred and thirty four
Lucas Sec. Clerk

Recorded the 26th day of November 1834.

William Keithley
To the Deed of Trust
Robert Montgomery
use and benefit of
Alexander Montgomery

Received for Record
the 22nd day of November
1834.

This Indenture made the eleventh day of September in the year A.D. 1834 between William Keithley of Madison County and State of Mississippi of the first part Robert Montgomery of the second part and Alexander Montgomery of the third part both of St. Louis County in the State of aforesaid Witnesseth that the said party of the first part for and in the considerations herein after expressed hath given, granted, bargained, sold, confirmed and conveyed and by these presents doth grant, bargain, sell, enfeoff and convey unto the said party of the second part the following described tracts or parcels of Land situate, lying and being in Madison County and State aforesaid designated more particularly as follow to wit the North E. 1/4 of section No. 30 in Township N. 10 and Range 5 Et. also the E. 1/2 of the Sth. E. 1/4 of section 19 Township 10 of Range 5 Et. also one fractional lot of 8.5 acres more or less lying lengthwise with, and immediately adjoining the last described eighth also one forty acre tract adjoining the above described land; entered by Roger Cade for and in a saw mill built by Vida and Cade in said County. In all making three hundred and sixty four acres and 1/2 including all things thereunto belonging. To have and hold the above described premises together with all and singular

4
the rights, privilege and maintenance in and to the premises
thereunto belonging to the said party of the 1st part for the use and
purposes herein after expressed. And the said party of the first part
for himself, his heirs, administrators and assigns doth covenant
to and will forever warrant and defend the title of the above
described premises to be free from the claim or claims of all other persons
in and to the same unto the said party of the 2^d part his
executors, administrators and assigns for the use and purposes
herein after expressed. And it is expressly agreed, understood
and provided by and between all the parties to these presents
that whereas the said Keithley and Montgomery executed their
joint promissory notes for the purchase of the said described land
and payable in March 1835 in the Branch of the Planters
Bank in Jackson for 800 dollars one other for a similar
sum of 800 dollars payable in like manner in March 1836
and a third for the same sum payable in March 1837. Said
three notes amounting together to 2400 dollars and endorsed
by John Gilliland and Ira Harris, and which three notes
the said Keithley hath contracted to pay as they become
due on getting an assignment of the said lands from the
said Montgomery and to indemnify and save the said Mon-
tgomery harmless therefrom. Now if the said Keithley fail
to make the payments in any one of them specified in said
notes as they become due and payable to the said Bank
their executors, administrators or assigns the sd. Robt. Montgomery
as trustee for both the parties is hereby authorized, empowered
and requested to advertise the said described premises before
described for sale at the town of Canton, in the County afore-
said and at two or more publick places in said County, or
in any publick Newspaper printed in said County, giving
thirty days previous notice and on the day so appointed
for the sale thereof, to offer the same for sale, and to sell
the same at publick auction for cash at the Courthouse
door of the Co. aforesaid, between the hours of 12 and 4
O'clock P.M. and to apply the proceed of such sale to the
payment of said promissory notes or any one of them as the
case may be requiring the surplus, if any, to the said Keithley
and to make and execute to the purchaser of said above
described parcels and lots of land a general warranty
title; which title when made shall be as good and binding
and valid, as if made in proper person by said first party
to these presents. Provided that nevertheless the said first
party shall enjoy the free possession of the above described
lands until sold as aforesaid, if necessary, in such manner
as if this writing and agreement had not been made
and the said third party agrees to the terms of this
Deed at and before the sealing and delivering of
this indenture and the said 2^d party accepts and

117
agree to be the ~~act~~ herein referred. In testimony
whereof I have hereunto set my hand and affixed my
seal the day and date above written
Signed, sealed and delivered }
in the presence of, } Wm. W. Keithley
R. Montgomery
Alexander Montgomery

State of Mississippi }
Hinds County ss } Personally appeared before the undersigned
Clerk of the Probate Court of said County the within named
William Keithley who acknowledged that he signed, sealed
and delivered the foregoing deed of trust on the day and year
therein mentioned as his act and deed.

Given under my hand and seal of office this
11th September A.D. 1834
L. S. Bankston clerk

State of Mississippi } Personally appeared before
Hinds County } the undersigned Clerk of the
Probate Court of said County the within named Robert
Montgomery and Alexander Montgomery who acknowledged
that they signed sealed and delivered the foregoing deed on
the day and year therein mentioned as their act and deed

Given under my hand and seal of office this 11th
September 1834
L. S. Bankston clerk

Recorded the 27th day of November 1834.

William Owens
John S. Gorch
Henry S. Gorch

Received for Record
17th November 1834

Know all men by these presents that William Owens of the
County of Madison and State of Mississippi for and in consider-
ation of thirty thousand dollars payable in one, two, three
and four years, in equal payments the first payment to be
in January 1834 or when possession is given of said pla-
ntation, said plantation is in Madison County, and on
which I now reside, the negroes are to consist of at least
twenty two field hands with all the barn, Tolden, Horses,
Mules, oxen waggons and all the farming utensils belonging
to said plantation the possession of said plantation and negroes
to be given on or before the first day of February next and some
if possible that no misunderstanding may exist as to quantity
of land I sell sixteen hundred acres of land, and the land bought
of Stowers and those entries made first after -

The purchase or exchange of slaves with me all corn and
 fodder made use of by me for the use of said plantation,
 and horses is not to be accounted for by me, to said Irish
 and Gooch: this sale also includes hogs, cattle, chickens
 and indeed every thing that is on said plantation,
 should said land fall short of amounting to sixteen hun-
 dred acres of land it is then optional with said Irish and
 Gooch, to take other lands or not as they may elect: as it is
 impossible for me to now determine precisely the number of
 acres, each acre is valued in the trade at ten dollars now
 I reserve to myself two horses and one colt a stud all and
 every thing else I sell unto H. J. Irish and John S. Gooch
 on said plantation now I bind myself, heirs, executors,
 administrators and assigns, in the penal sum of sixty thousand
 dollars faithfully to perform to the true ^{and} intent ^{and} meaning
 of this article now we said Irish and Gooch bind ourselves,
 to perform according to the intent of this article in the penal
 sum of sixty thousand dollars fully to comply with the
 contract stated now said Irish and Gooch agree to give their
 notes for said plantation, negroes and other property say
 thirty thousand dollars; they also agree to make their notes
 payable in bank at one, two, three and four years, making
 the first payment in January 1834 we agree to give said
 Owens a mortgage on said property at the same said
 Owens makes to us a deed of said land now it is expressly
 understood by me William Owens that I am to furnish
 in said contract twenty two field hands and other negroes
 sound in body and in mind making in all thirty
 sound negroes and to consist of negroes now belonging
 to me should the number fall short in my stock of
 negroes I then agree to furnish negroes that will make an
 average value now as regards Randel I do not warrant
 him sound nor Nibby but all the others I warrant sound
 in body and mind. Signed, sealed and delivered in
 presence of this 30th of Sept. 1833.

Witness

H. J. Irish Seal

William J. Irish

John S. Gooch Seal

William Owens Seal

The State of Mississippi }
 Madison County } Personally appeared in my office
 before me Samuel Q. Livingston clerk of the Circuit Court
 in and for said County William J. Irish whose name
 is subscribed to the above instrument of writing as a
 witness and after being duly sworn deposes and says
 that he was present and saw H. J. Irish, John S. Gooch
 and William Owens subscribe their names to the above
 instrument of writing and that he this deponent subscribed

his name ~~there~~ as a witness in the presence of the said
H. S. Pish, John S. Gook and William Crows.

Given under my hand and seal of said court
this 17th day of November 1834.
S. Livingston Clerk

Recorded the 27th day of November 1834

William Shipp
vs
Deed
W. Bullitt, Wm. Ferriday,
Wm. Gaitley vs. H. L. Bennett.

Received for Record
the 12th day of Dec. 1834.

Whereas William Bullitt, William
Ferriday, Henry L. Bennett, William Gaitley and the und-
ersigned William Shipp did enter into an agreement
and understanding relative to the entry, purchase and
sale of lands and did execute the same in writing under
their respective hands and seals bearing date the seventh
day of March of the present year recorded in Book B
page 119 of the Records of deeds in the Clerk's Office of Hen-
-drix County and also recorded in Book A page 72 & c. of
the Records in the Clerk's Office of Madison County to which
for greater certainty reference is hereby made and whereas
in the ~~of~~ my the said William Shipp's death
a question may arise whether the mere legal title to
certain lands remaining on hand at the time of my decease
purchased in my name as trustee and and to held on
the certificates for which may be taken in my name as
trustee according to the terms and conditions of said writ-
ten agreement recorded as aforesaid may not be in my
heirs or those who may be entitled to a share of my estate
after my decease embracing my widow and children
surviving me and disputes and difficulties might thereby
arise between her and said children and the above na-
-amed persons or some of them in relation to said lands
so purchased or entered or held as aforesaid at the time
of my decease. - Now be it known to all persons by
these presents that in consideration of the premises and of
five dollars to me in hand paid by William Bullitt
William Ferriday, Henry L. Bennett and William
Gaitley the Receipt of which is hereby acknowledged
I the said William Shipp do by these presents (being trust-
-ee as above recited) assign transfer convey and deliver to
the said William Bullitt, William Ferriday, Henry L. Bennett
and William Gaitley their heirs and assigns all and
every piece parcel and tract of land with the tenements

whenever said land or lands or interests which have been purchased or entered in pursuance of the above named and Recorded agreement in my name as trustee and which requires any act or writing in my part to transfer the title to said Bubbitt, Ferriday, Bennett & Gortley and also all and every tract of land with the tenements which may hereafter be purchased or entered in my name as trustee as aforesaid and the said William Shipp do transfer and deliver to them the said Bubbitt, Ferriday, Bennett & Gortley all Receipts for monies paid, Certificates & patents which may issue or have issued in my name as trustee as aforesaid for any land or lands held in my name as trustee as aforesaid in pursuance of said agreement said Bubbitt Ferriday Bennett and Gortley and their respective heirs and assigns to hold and enjoy said lands and all evidences of title thereto in the shares and proportions they are and will be respectively entitled to the same according to the terms and stipulations of said agreement recorded as aforesaid subject however at all times to the interest and share which I the said William Shipp, my heirs or assigns as the case may be are and will be entitled to in said lands and tenements in pursuance to said agreement being the same proportion that William Bubbitt his heirs and assigns or William Ferriday his heirs and assigns will be and are entitled to in said lands and tenements. In testimony whereof I the said William Shipp have hereunto set my hand and seal this tenth day of July, A. D. one thousand eight hundred and thirty three.

State of Mississippi
Adams County

Wm. Shipp (Seal)

Wm Shipp the above named personally appeared before the undersigned justice of the peace in and for said County and acknowledged that he signed, sealed & delivered the above and foregoing instrument for the purposes therein named witness my hand & seal this 10th day of July 1834

James Carson J.P.

Received for Record this 31st day of July 1834

State of Mississippi
Adams County

H. Wood (Seal)

I Henry Wood Clerk of the Probate Court for the County of Adams aforesaid do certify that the within and foregoing instrument is Recorded in Book & Page 281 & 282 of the Record of deeds in my office

Witness my hand and seal of office this 31st day of July A.D. 1834

H. Wood

H. Wood Clerk

Recorded the 19th day of December 1834

To the Trust of
Wm. Shipp, Wm. Bullitt & Co.
Wm. Ferriday, Wm. Shipp, Geo.
William Harris trustee

Received for Record
the 12th. Day of
December 1834.

Know all men by these presents that I, Hiram Perkins of the County of Madison and State of Mississippi (carrying on a plantation establishment in said County) for and in consideration of five dollars to me in hand paid by William Harris of the County of Adams and of the trusts herein after mentioned have granted, sold, transferred, conveyed and delivered and by these presents do grant sell transfer convey and deliver to said William Harris his executor and administrators all the following property, namely, A certain tract of Land Situate in Madison County containing one hundred and sixty acres more or less adjoining the lands of Josiah Bonner on the west John on the east and on the South by the lands of Washington Mills and on the North by lands of Charles Seal also the following Negro slaves for life namely; Isaac age about forty years Philly his wife aged about thirty seven years Phil aged about twenty two years Liza his wife aged about eighteen years Bern aged about twenty four years Adeline aged about fourteen years and Judy aged about forty seven years and the natural increase thereof which said negro slaves now in his the said Hiram Perkins' possession upon my plantation in the County of Adams. To have and to hold said tract of land and negro slaves and natural increase thereof and all my right, title and interest therein to said William Harris, his executor, administrators and assigns in trust for own and to and for the uses and purposes in these presents expressed and more other that is to say: Whereas Messrs Shipp Ferriday & Co Commission Merchants carrying on business under that name and firm in the City of Natchez have endorsed my the said Hiram Perkins draft on Bullitt Shipp & Co of New Orleans in favour of said Shipp Ferriday & Co for three thousand three hundred and fifty dollars dated twenty ninth of November A.D. eighteen hundred and thirty four and payable twelve months after its date, and whereas the said firm of Shipp Ferriday & Co of Natchez and the firm of Messrs Bullitt Shipp & Co of New Orleans (both of which firms were composed of William Bullitt, William Ferriday and Henry Benson and also formerly of William Shipp now deceased) may make other acceptances future endorsements and advances and incur other liabilities on my the said Hiram Perkins account - now in the event of my the said Hiram Perkins my surviving executor or administrators failing or neglecting to pay and discharge promptly

when due the aforesaid draft ~~of~~ ^{of} ~~three~~ ^{three} thousand, three hundred and fifty dollars and all other and future acceptances, endorsements, advances in cash engagements and liabilities of any and every kind made or incurred by said Shipp Ferriday Geo. and said Bullitt Shipp Geo. or either of them and all cash balances for commissions, advances in cash or interest at the rate of ten per cent per annum due by me the said Hiram Perkins to said Shipp Ferriday Geo. and Bullitt Shipp Geo. or either of them on my the said Hiram Perkins account and at my instance then and in every such case it shall be the duty of said William Harris as trustee aforesaid and in the event of said Harris failing from any cause to act, it shall be the duty of such third person as shall be chosen by Shipp Ferriday Geo. for that purpose (who are hereby authorize to make such choice in writing) whenever thereto requested in writing by said Shipp Ferriday Geo. and Bullitt Shipp Geo. or either of them to proceed and take into possession said Tract of Land, Negro Slaves and their natural increase or a sufficient number of said Slaves and Tract of Land and their natural increase to satisfy the objects of this deed of trust and expose the same to sale at public auction at the door of the Court house of Madison County to the highest bidder for cash after giving thirty days previous notice of the time and place of said sale in one of the public newspapers printed in the said County or otherwise at the Court house of said County and out of the proceeds of said sale or sales, as the case may be, to reimburse and pay the said Shipp Ferriday Geo. and said Bullitt Shipp Geo. or either of them any and sums of money, balance of cash account due to them or either of them by me the said Hiram Perkins, my survivor, my executor or administrator on account of any acceptances, endorsements, cash advances, payments and liabilities made or incurred by said Bullitt Shipp Geo. or Shipp Ferriday Geo. or either of them in any way on my the said Hiram Perkins account and at my instance together with all interest at the rate of ten per cent per annum and commissions due by me to said Shipp Ferriday Geo. and Bullitt Shipp Geo. or either of them. and also to pay out of the proceeds any costs necessarily incurred in and about any and all sales under this deed of trust, and the surplus if any should remain to pay over to me the said Hiram Perkins, my survivor, executor or administrator. And upon the further trust I the said Hiram Perkins shall have the possession and use of said Tract of Land and negro Slaves and their natural increase until it shall become necessary (if at all necessary) for a sale under and in pursuance of the provisions in this deed of trust, when and in any such cases, said Tract of Land and negro Slaves shall be by me or

my survivor, executor & administrator peacefully delivered up
to said Justice sitting under this deed of trust as aforesaid
In witness whereof I the said Hiram Perkins have hereunto
set my hand and seal this twenty seventh day of November
A. D. Eighteen hundred and thirty four

Hiram Perkins Seal

I accept of the foregoing deed of Trust for the purposes therein
mentioned - Witness my hand and seal this twenty seventh
day of November A. D. Eighteen hundred and thirty four

William Harris Seal

State of Mississippi
Adams County. Personally came before me the undersig-
ned clerk of the Probate Court for the County of Adams
aforesaid the above named Hiram Perkins a party to the
foregoing deed of trust and acknowledged that he signed,
sealed and delivered the same, on this day for the purposes
therein mentioned

Witness my hand and seal of office this 27th day
of November A. D. 1834



J. Wood Clerk

Edmiston Herald
vs Deed
Benjamin Frazell

Received for Record the 11th
day of December 1834

This Indenture made this _____ day of October one thousand
eight hundred and thirty four between Edmiston Herald
of the County of Madison and State of Mississippi of the
first part and Benjamin Frazell of the County and state
aforesaid of the second part Witnesseth that the said party of
the first part for and in consideration of the sum of one
hundred and forty six dollars & $\frac{50}{100}$ in hand paid before
the sealing and delivering of these presents the the receipt
whereof is hereby acknowledged hath granted, bargained
bargained, sold, remised released confirmed and conveyed and
by these presents doth bargain sell remise release confirm
and convey unto the said party of the second part his heirs
and assigns forever a certain tract or parcel of land situated
lying and being in the County of Madison and State aforesaid
- as to wity Lot No one of Section No 7 Township No 10
and Range 5 East containing one hundred and seventeen
acres $\frac{25}{100}$ of an acre to have and to hold all and sin-
-gular the before mentioned and described tract or par-
-cel of land together with all the rights privileges immu-
-nities and appurtenances whatsoever therewith belonging
or in any wise appertaining unto the said Benjamin
Frazell his heirs and assigns forever and the said party of

the first part for himself, his heirs &c doth by these
presence warrant and forever defend all and singular
the before mentioned and described tract of land with
all the rights privileges immunities and appurtenances
therunto belonging or in any wise appertaining unto
the said Benjamin Higzell and his heirs from the claim
or claims of all and every other person and persons
whatsoever in testimony whereof the said Edmundson Her-
ald has set these hands and seals this the 11th day of
October one thousand eight hundred and thirty four
Edmiston Herald Seal

State of Mississippi
Madison County } Personally came before me clerk of
the Court of Probate in and for the County aforesaid
Edmiston Herald and acknowledged that he signed
sealed and delivered the foregoing instrument as his
act and deed for the purposes therein contained
and on the day and year therein written given
under my hand and seal this 11th day of December
one thousand eight hundred and thirty four
S. Livingston Clk

Recorded the 19th of Dec. 1834

Thomas Sanders
to Deed of Trust
Wm. Bullitt, Wm. Ferriday,
and H. L. Bennett.
J. N. Walker Trustee

Received for
Record the 19th
day of December
1834.

This Indenture of Three parts made this eighth day
of December 1834 Between Thomas Sanders of the County
of Madison and State of Mississippi of the first part and
William Bullitt, William Ferriday and Henry L. Bennett
Surviving partners of William Shipp deceased, merchants
and partners still trading under the name, style and
firm of Bullitt, Shipp & Co. in the City of New Orleans in
the State of Louisiana, of the second part and Joseph
J. N. Walker of the Town of Richburg and State of Missis-
sippi, Trustee of the third part. Witnesseth that whereas
the said Thomas Sanders will be indebted to the said
Bullitt, Shipp & Co. in sum of seven thousand five
hundred and fifty seven dollars and fifty cents by a
certain Draft drawn by said Sanders for said sum of
money, on the said Bullitt, Shipp & Co. and accepted by
them payable on the first day of January eighteen hundred
and thirty six and whereas also it is contemplated
in the said parties that the said Sanders will hereafter

126
draw for other parts of money upon the said Bullitt Shipp
Geo. between this day and the 1st day of January 1836 to
the amount of three or four thousand dollars which it is
contemplated that the said parties of the second part will
accept for the accommodation of said Sanders. And that
the said Thomas Sanders in consideration of the premises
and being desirous further and better to secure the
payment of the said sum of money in said draft
or acceptance specified at the time the same will become
due and payable according to its tenor and effect and
also to secure the payment of all sums of money for which
the said Sanders may hereafter at any time before the
first day of January 1836 draw upon the said Bullitt
Shipp Geo. and be accepted by them as well as to secure
the payment of any money which may in any manner
hereafter be due and payable from said Sanders to said
Bullitt Shipp Geo. has granted, bargained and sold and
by these presents doth grant, bargain and sell unto the
said Joseph W. Walker Trustee as aforesaid, and to his heirs
and assigns forever the following tract of land situated in
the County of Madison as aforesaid the same being five
eighths of land in sections six and seven respectively
in township eight Range two east containing about
four hundred acres of land it being the same tract on
which the said Sanders now resides together with all and
singular the premises and appurtenances thereto belong-
-ing or in any wise appertaining. To have and to hold
the same unto him the said Walker and to his heirs
and assigns forever.

and the said Thomas Sanders for and in considera-
-tion of the premises hath also this day bargained sold
and delivered and by these presents doth bargain, sell
and deliver unto the said Joseph W. Walker and to
his heirs and assigns forever the following Negro slaves to
wit; a negro man called Diester about nineteen years old
Manus about seventeen years old Dick about seventeen
John about twenty. Bobb about twenty two. John about
twenty five Peter about forty nine Lavinia about twenty
one and Nancy about twenty two years old. To have
and to hold the said negro slaves unto him the said
Walker Trustee, and to his heirs and assigns forever upon
Trust nevertheless and to the following purposes conditions
and intents and none other whatever. First, all of said
property shall be and remain in the possession and to the
sole use and benefit of him the said Thomas Sanders
and his heirs and assigns until he the said Sanders
or his legal representatives shall fail, neglect or refuse
to make up and pay the said draft as herein before

expressed at the time the same were due and payable according to its tenor and effect and save and keep the said Bullitt Shipp Geo. and their survivors and their and each of their legal representatives from the payment of the same and also until he the said Sanders shall fail or refuse to save and keep harmless the said Bullitt Shipp Geo. and each of them and their legal representatives from the payment of all and every sum and sums of money which the said Bullitt Shipp Geo. shall or may hereafter become liable to pay for and on account of said Sanders by virtue of any Draft or Drafts to be hereafter drawn by him on them. Then and in that event the said Joseph M. Walker, or his assigns, shall at the request of the said Bullitt Shipp Geo. or either of them wherein said Bullitt Shipp Geo. shall pay or take up said Draft or Drafts or any of them for said Sanders on account of his said failure take possession of said land and Negroes and proceed to sell the same or so much or many of them as shall be necessary to satisfy and repay and remunerate the said Bullitt Shipp Geo. for whatever amount of money shall be paid by them for and on account of said draft or drafts or either of them for said Sanders, first giving thirty days notice of said sale in some Newspaper printed in this or Madison Counties and after paying and discharging all reasonable expenses of said advertisements and sale the said Walker is to pay over to the said Bullitt Shipp Geo. or to their survivors the amount of money due and owing them as aforesaid, if said sale should bring so much and the surplus of money if there should be any, to pay over to said Sanders or to his legal representatives.

In testimony we have hereunto set our hands and seals the day and year of aforesaid

Thomas Sanders Seal
J. M. Walker Seal

The State of Mississippi Warren County, S.S.
Personally appeared before me William Mills Judge of the Probate Court of said County the above named Thomas Sanders and J. M. Walker who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and Deed.

Given under my hand and seal December 22nd 1831
William Mills Seal

Recorded the 22nd day of December 1831

Benjamin ~~Long~~
To Deed
Johnson Silverburg

Received for Record
the 26th day of November
1894.

This Indenture made and entered into this 28th day of October in the year of our Lord one thousand eight hundred and thirty four between Benjamin Long of the County of Madison and State of Mississippi of the one part and Johnson Silverburg of the County and State aforesaid of the other part Witnesseth, that the said Benjamin Long for and in consideration of the sum of five hundred dollars to him in hand paid by the said Johnson Silverburg at or before the sealing and delivering of these presents the Receipt whereof is hereby acknowledged and the said Benjamin Long forever Released and discharged therefrom by these presents hath granted, bargained, sold, conveyed and confirmed and by these presents doth grant, bargain, sell, convey and confirm unto the said Johnson Silverburg his heirs and assigns forever all that tract or parcel of land known and designated as the North half of the west half of the North west quarter of Section No. 29 Township No. 9 of Range No. 3 East containing thirty nine and ninety two hundredths Acres be the same more or less together with all and singular the appurtenances, hereditaments, privileges and advantages whatsoever unto the above described premises belonging or in any wise appertaining and also all the estate, right title, interest and property and Claim whatsoever either at law or in equity of him the said Benjamin Long of in and to the same, to have and to hold the above described and hereby granted premises with the appurtenances unto the said Johnson Silverburg and his heirs and assigns forever and the said Benjamin Long for himself his heirs, executors and Administrators doth covenant, grant, promise and agree to and with the said Johnson Silverburg his heirs and assigns that he the said Benjamin Long and his heirs and the the above described and hereby granted premises with appurtenances and every part and parcel thereof unto the said Johnson Silverburg and his heirs and assigns against the said Benjamin Long and against all persons whatsoever lawfully or Equitably 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 Benjamin Long have hereunto set my hand and affixed my seal the day and year first above written.

Benjamin Long Deed

Test

The State of Mississippi ~~presently~~ appeared before the
Madison County undersigned a Justice of the peace
in and for the County and State aforesaid Benjamin
Lang whose name is subscribed to the foregoing indenture
and acknowledged that he signed, sealed and delivered
the same on the day and year therein written and
for the purposes therein expressed.

Given under my hand and seal this 11 day of Novem-
ber A.D. 1834

William Turner J. P. Seal

Recorded the 22^d day of December 1834

Thomas Collins wife
To Deed
Johnson Silverburg

Received for Record
the 26th day of
November 1834

This Indenture made and entered into this 21th day of November eighteen hundred and thirty four between Thomas Collins and his wife Eliza Jane of the County of Madison and State of Mississippi of the one part and Johnson Silverburg of the County & State aforesaid of the other part Witnesses that the said Thomas Collins and his wife Eliza Jane hath for and in consideration of the sum of five hundred dollars to them in hand paid by the said Johnson Silverburg at and before the sealing and delivering of these presents the Receipt whereof is hereby acknowledged and the S^d Johnson Silverburg his heirs administrators and assigns forever Released and discharged therefrom have granted, bargained and sold and by these presents do grant and confirm unto the S^d Johnson Silverburg his heirs and assigns forever the following described land to wit The N^y E^y 1/4 of Section No 13 Township No 9 of Range No 2 East containing 39 85/100 acres ~~more or less~~ same more or less To have and to hold the above described land with all and singular the appurtenances therunto belonging unto the said Johnson Silverburg his heirs and assigns forever and the said Thomas Collins Jr and his wife Eliza Jane doth for themselves their heirs and assigns Covenant and agree with the said Johnson Silverburg his heirs and assigns to warrant and defend to the aforesaid land from themselves their heirs & assigns and from all other persons whatsoever claiming the same In Testimony whereof the said Thomas and his wife Eliza Jane have set their hands and seals the day & date above mentioned

Thomas Collins Jr Seal
Eliza Jane Collins Seal

The State of ~~Mississippi~~
 Madison County. Personally appeared in my office before me Samuel D. Livingston Clerk of the Circuit Court and for said County. Thomas Collins Jr. & Eliza Lane his wife and acknowledged the signing, sealing and delivering of the foregoing deed to be their act and deed for the within described land the said Eliza Lane Collins the wife of the said Thomas Collins Jr. being by me examined separate and apart from her said husband acknowledged that she signed, sealed and delivered the within deed freely and voluntarily of her own accord without fear or threats of her ~~husband~~ said husband.

Given under my hand and seal of office this 25th November 1831.
 S. D. Livingston Clerk

Recorded the 22nd of December 1831.

Cornelius Newman wife
 To Deed
 P. W. Simpson

Received for Record
 the 27th day of
 September 1831.

This Indenture made and entered into this twenty ninth day of September A. D. eighteen hundred and thirty four between Cornelius Newman and Susanna his wife of the State of Mississippi and County of Madison of the one part and John W. P. Simpson of the State and County aforesaid of the other part Witnesseth that the said Cornelius Newman and Susanna his wife for and in consideration of three thousand dollars lawful money to them in hand paid the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant, bargain and sell unto the said John W. P. Simpson his heirs and assigns forever all that lot or parcel of land, situate lying and being in the County of Madison and State of Mississippi and known on the plat of survey in the Register's office of lands in the district of Choctaw and State of Mississippi as the east half of the North West quarter and the West half of the North east quarter of section twenty two and the South half of the East half of the south west quarter and the South half of the West half of the South east quarter of section twenty nine in Township ten of Range three east together with all and singular the premises and appurtenances thereto belonging or in any wise appertaining. To have and to hold the above bargained premises unto the said John W. P. Simpson his heirs or assigns forever. Signed for the

consideration aforesaid the said Cornelius Newman and Lusanna his wife for themselves their heirs, executors and administrators do covenant to warrant and defend the right to the premises unto the S^d P^r M^r W. S. McQuincy his heirs and assigns forever both at law and in equity against the lawful demands of any person or persons whatsoever. In testimony whereof the said Cornelius Newman and Lusanna his wife have hereunto set their hands and seals the day and date first written.

Signed, sealed and
Delivered in presence of } Cornelius Newman Seal
Lusanna Newman Seal
mark

The State of Mississippi } Personally appeared before
Madison County } me in my office Samuel
D. Livingston Clerk of the Circuit Court in and for
said County Cornelius Newman and acknowledged
the signing, sealing and delivering of the foregoing deed
to be his act and deed.

Given under my hand and seal of said
Court this 29th day of September 1834.
S. D. Livingston Clerk

The State of Mississippi }
Madison County } On this second day of December
in the year of our Lord one thousand eight hundred and
thirty four Personally appeared before me Samuel
D. Livingston Clerk of the Circuit Court in and for
said County Lusanna Newman whose name is sub-
scribed to the foregoing wife of Cornelius Newman
and acknowledged that she signed, sealed and deliv-
ered the foregoing deed freely and voluntarily of her
own accord without the fear, threats or compusions
of her said husband; the said Lusanna being examin-
ed separate and apart from her said husband.

In testimony whereof I have hereunto set
my hand and affixed the seal of my office
at Canton this day and date above written
S. D. Livingston Clerk

Recorded the 29th day of December 1834.

Angus McNeill &
James S. Spencer
To } Mortgage
John S. Goch

Received for Record
the 15th day of December
1834.

This Indenture executed this 19th day of December 1834
between Angus McNeill and James S. Spencer of the first
part and John S. Goch of the second part writing both

that whereas the ~~said~~ Angus McNeill, James P. Spence and John S. Groch did during the month of September last or about that time purchase a plantation, Negroes and other property from Littleberry B. Starke of the County of Madison and State of Mississippi describable as follows (viz) 6 1/2 Mrs. and 6 1/2 S. E. 1/4 Mrs. S. E. 1/4 Mrs. N. W. 1/4 S. E. 1/4 S. E. 1/4 Mrs. N. E. 1/4 Section No. 15 Township 8 Range 2 East Mrs. S. E. 1/4 Mrs. N. W. 1/4 section No. 15 Township 8 Range 2 East Mrs. N. E. 1/4 S. E. 1/4 of section No. 22 Township 8 Range 2 East and Mrs. N. E. 1/4 section No. 25 Township No. 7 of Range No. 1 East and the Mrs. N. W. 1/4 section No. 27 Township 8 Range No. 2 East and thirty slaves viz Amos; Nat. Joseph; Pack, Willaby; Charles, Alexander, Henry; Nelson; Eddy; Hannah; Jane; Myrd, Morung, Peter, Eliza, Minna, Milly; Francis; America; Julia; Melly, Dick, John, Melia, John, Delphia, Daiting; Patsy and Sarah; and 14 head of horses, stack of wheat and hogs, and Oxen, Horses and miter furniture 300 acres in cotton and 80 acres in corn and four acres in potatoes for which they agreed to give the said Starke the sum of forty thousand dollars for which property the said McNeill, Spence & Groch received regular conveyance from the said Starke as joint purchasers, and executed their joint notes payable as follows: one note for twelve thousand dollars was made payable on the first day of January 1835 and the other three notes were, each of them drawn for eleven thousand dollars, the first to become due on the first day of January 1836 the second ~~on~~ on the first day of the same month 1837 and the last on the first day of January 1838 and whereas also the said Groch did purchase about the month of last July seventeen slaves from William Richard, D. C. Henderson for the joint benefit of himself and his copartners the said McNeill and Spence for the sum of eight thousand seven hundred and fifty dollars for which he executed his draft drawn on Angus McNeill for the said sum of eight thousand seven hundred and fifty dollars payable six months after 24th July 1834 and did place the said negroes in said plantation to constitute a portion of the joint stock of himself and his said copartners where they shall remain and whereas also the said McNeill and Spence did purchase from a certain William Wade of said County of Madison a certain tract of land amounting to about the quantity of five hundred and sixty acres more or less at twelve dollars and a half per acre for the securingment of which they executed their joint draft and note dated the 10th November 1834 for the sum of seven thousand dollars the draft being drawn on Messrs. Boggs & Hoopes for the sum of \$3888.98 dollars payable first January eighteen hundred and thirty six and the note being dated 10th day November 1834 for the sum of 3850 dollars payable on the first day of January eighteen hundred

and thirty seven upon which ~~and~~ draft and note the
said John S. Gooch offers as endorsee. The the said John
S. Gooch being not all interested personally in said pur-
chase. Now therefore we the said Angus McNeill and
James F. Spence in consideration of the premises and being
solicitous of securing the said John S. Gooch fully and
completely against all his said responsibilities on account
of the original purchase from Starke the subsequent
purchase from Pritchard, D. C. Hendrick and the last
mentioned purchase from Wade; and in consideration
further of the sum of one dollar to us paid in hand
by the said John S. Gooch at and before the enacting
and delivering of these presents the receipt whereof is
hereby acknowledged have bargained and sold and do
by these presents bargain and sell, convey and enfeoff
release and confirm unto the said John S. Gooch his
heirs and assigns all the property above mentioned as
the joint stock of the said McNeill, Spence and Gooch
and for themselves and their heirs the said McNeill and
Spence do covenant hereby that the title hereby conveyed
so far as it relates to the conveyance of their interest in
the aforementioned property as described in this deed is in all
respects good and valid in law and equity and do hereby
solemnly warrant and defend the same against the claim
or claims of the said McNeill and Gooch and the
claim or claims of all all persons whatsoever. But it is
expressly understood and agreed between them parties that
if at any time the said John S. Gooch shall apprehend
the payment of money on account of his aforementioned
responsibilities he is hereby fully authorized to sell by
private or public sale the whole or any portion of said
property upon such terms as he may deem expedient apply-
ing the proceeds of such sale faithfully to the discharge
of all his aforesaid responsibilities and accounts fairly
to the said McNeill and Spence their heirs & assigns
for the residue if any after the deduction of all proper
expense incident to this transaction in addition it is deemed
proper for to mention the names of the seventeen slaves pur-
chased as above mentioned by said John S. Gooch from said
Richard, D. C. Hendrick for the sake of identifying here-
after. They are as follows viz, Bird Paddy Pot of W. Richard
19 years old and Mililla aged seventeen years and infant
son six days old, Henry twenty two years old, Independence
nineteen years old, Luke thirty seven years old, Frank
thirteen years old, Daniel fourteen years old, Patience
thirteen years old, Captain 15 years old, Andrew 18
years, Emily 16 years old, Jimmy aged 17 years old
bezer 5 years old, Civia aged 57 years old, bezer
Linnor 16 years old, Fisher

12 years old, in ~~the~~ of which the the undesignated etc
= my annex in hand and seals this day and year above
written

Signed sealed and
delivered in presence of

Angus McNeill Seal
James J. Spencer Seal

State of Mississippi }
Meridian County SS. } Personally appeared before me Anthony
B. Shelby a Justice of the peace for said County; Angus Mc
Neill who acknowledged that he signed, sealed and deliver
ed the above as his act and deed on the day and year
therein mentioned. Given under my hand and seal
this 12th December 1834. A. B. Shelby Seal

State of Mississippi }
Madison County } Personally appeared before me Charles
Moore a Justice of the peace for said County; James J. Spe
ncer and John S. Gorch who acknowledged that they sign
ed sealed and delivered the above as their act and deed
on the day and year therein mentioned. Given under my
hand and seal this 15 day of December 1834.

Recorded the 23rd day of December 1834
Charles Moore Seal

John S. Gorch & wife
To Deed.
Nathan A. Green

Received for Record
the 17th day of December
1834.

State of Mississippi }
Madison County } Know all men by these presents, that
we, John S. Gorch and Martha, his wife,
of the County and State aforesaid, have this day, for and in
consideration of the sum of Two hundred and fifty dollars
to us in hand paid, the Receipt whereof is hereby acknowledged,
sold, and by these presents do sell and deliver unto Nathan A.
Green of the County of New-York and State of New-York
all our right, title, claim and interest in and to Lot No. 122
123, 124, 125, 126, 127, 128, 129, 130 & 131 in Square No. Eleven in the town
of Madisonville, in the County and State aforesaid - the title of
said Lot we bind ourselves, our heirs and assigns to warrant
and defend unto the said Nathan A. Green his heirs and assign
-s forever. Witness our hands and seals this 27th day of November
eighteen hundred and thirty four

Acknowledged by John S. Gorch
before me, a Justice of the Peace for
Madison County; this 27th day of Novem-
ber 1834. John S. Gorch Seal
Martha Gorch Seal
William Joiner Seal

The State of Mississippi
Madison County
This may certify unto all whom it may concern that Martha Cook the wife of John S Cook, and on this the twenty ninth day of November in the year eighteen hundred and thirty four personally appear before the undersigned a Justice of the peace for the said County and upon being privately and separately examined by me apart from her said husband and declare that she does freely voluntarily and without any fear or coercion whatever renounce release and forever relinquish unto the within named A Green all her interest and estate and also all her right and claim of dower of in or to the within described premises given under my hand and seal this the day and year above written

William J. Green J. P. Seal
Recorded 23rd day of December 1834

John Briscoe & wife
To & Recd.

Received for Record the
11th day of December 1834

John Alworth

This Indenture made the twentieth day of December in the year of Our Lord one thousand eight hundred and thirty four, between John Briscoe and Jane his wife, of the County of Madison in the State of Mississippi of the one part, and John Alworth of the County and State aforesaid of the other part, Witnesseth that the said John Briscoe and Jane his wife for and in consideration of the sum of four thousand and five hundred dollars to them in hand paid by the said John Alworth at and before the sealing and delivering hereof the Receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said John Alworth his heirs executors and administrators, by these presents have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said John Alworth and to his heirs and assigns forever, all that tract or parcel of Land lying and being in the said County of Madison and State aforesaid and composed of the following lots or parcels of land (to wit) The N. E. 1/4 of Section No 21 Township No 9 of Range No 2 East. The south 1/2 of 6 1/2 of the S. W. 1/4 of Section 15 Township 9 of Range two east. The S. 1/2 of the E. 1/2 of the S. W. 1/4 of Section No 15 Township No 9 of Range No 2 East. The N. 1/2 of the N. W. 1/4 of Section No 23 Township No 9 of Range 2 East containing, all together, three hundred and sixty Acres and 62 one hundredths of an acre be the same more or less together with all and singular the appurtenances thereto belonging or in anywise appertaining. And also all the estate, right, title

interested parties, and the said premises heretofore of them & to
 said John Biscoe and Jane his wife in law or equity, or
 otherwise howsoever, of, in, to, or out of the same. To have and
 to hold; the said land, and premises hereby granted, with the
 appurtenances, unto the said John Alsworth his heirs and as-
 signs forever in Fee Simple, to the only proper use and behoof
 of the said John Alsworth his heirs and assigns forever.
 And the said John Biscoe and Jane his wife for them-
 selves their heirs, executors and administrators doth covenant,
 promise, ^{grant} and agree to and with the said John Alsworth his
 heirs and assigns by these presents, that they the said
 John Biscoe and Jane his wife and their heirs, the said
 above mentioned and described land and premises hereby
 granted with the appurtenances, unto the said John Alsworth
 his heirs and assigns, against them the said John Biscoe
 and Jane his wife and their heirs, and ~~assigns~~ ^{assigns} all and
 every person and persons whatsoever lawfully claiming or to
 claim the same, shall and will warrant and forever defend
 by these presents. In testimony whereof the said John Biscoe
 and Jane his wife have hereunto set their hands and affi-
 xed their seals the day and date first above written.
 Signed, sealed and delivered John Biscoe
 in presence of Jane Biscoe
her
mark!

The State of Mississippi, Madison County, S. S.
 Personally appeared before the undersigned, Clerk of the Circuit
 Court of said County, the above named John Biscoe and
 Jane Biscoe his wife who acknowledged that they signed
 sealed and delivered the foregoing deed on the day and year
 herein mentioned as their act and deed. The said Jane Biscoe
 wife of the said John Biscoe being by me examined separately
 and apart from her said husband acknowledged that she
 signed, sealed and delivered the said deed freely and volun-
 tarily of her own accord without the fear, threats or compulsion
 of her said husband. In testimony whereof I have hereunto
 my hand and affixed the seal of my ^{said} Office this 11th day of
 December 1834.

L.S.

S. D. Livingston. Clerk

Recorded the 1st day of January 1835.

B. W. Minter & wife
To Deed
E. F. Divine

Recorded the
29th day of November 1894

The State of Mississippi, Know all men by these presents, that I, of the County of Madison in the State aforesaid, in consideration of fifty dollars to me in hand paid, by E. F. Divine of Madison County, in the State aforesaid, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said E. F. Divine all and singular the following parcel of land lying and being in the State and County aforesaid and known in the plat of survey in and for the Choctaw District of lands in said State and County as being the S/4 W/4 NW/4 of Section No 2 Township 9 N 3 E together with all and singular the rights, members, hereditaments and appurtenances to the said premises incident, or in any wise appertaining; To have and to hold, all and singular the premises before mentioned unto the said E. F. Divine his heirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said E. F. Divine his heirs and assigns, against my heirs, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Witness my hand and seal this 23rd day of October A. D. 1894 and of the sovereignty of the State

Test,
William Poinc *J.P.* B. W. Minter *J.S.*
Nancy M. Minter *Seal*

The State of Mississippi
Madison County
William Poinc acting Justice of the Peace in and for the County and State aforesaid B. W. Minter and acknowledged that he signed, sealed and delivered the within indenture to be his voluntary act and deed. Also Nancy M. Minter the wife of B. W. Minter appeared before me at the same time and acknowledged that she signed, sealed and delivered and delivered the same also being privately examined by me separately and apart from her said husband and acknowledged that she had relinquished all her right, title and claim to the within indenture to be her voluntary act and deed without fear or compulsion of her said husband.

Given under my hand and seal this 23 day of
October 1894
William Poinc *J.P. Seal*

Recorded the 2nd day of January 1895

Nathaniel Robbins
To Deed
E. F. Divine

Received for Record
the 8th. day of December
1834.

The State of Mississippi.

Know all men by these presents, that I of the County of Madison in the State aforesaid, in consideration of forty five dollars to me in hand paid, by E. F. Divine of Madison County, in the State aforesaid, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said E. F. Divine all and singular the following parcel of land lying and being in the State and County aforesaid and known in the plat of survey in and for the Choctaw District of lands in said State and County as being the N. E. 1/4 of section No 1 Township 9 N. E. 36 containing 36 Acres more or less together with all and singular the rights, members, hereditaments and appurtenances, to the said premises incident, or in anywise appertaining; I do here and to hold, all and singular the premises before mentioned, unto the said E. F. Divine his heirs and assigns forever.

And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said E. F. Divine his heirs and assigns, against my heirs, and against every person whomsoever lawfully claiming or to claim to the same, or any part thereof.

Witness my hand and seal this the 23 day of October A. D. 1834 and of the sovereignty of the State.
Tett,

Nathaniel Robbins (L.S.)

The State of Mississippi
Madison County

Personally appeared before the Justice of the peace in and for the County aforesaid Nathaniel Robbins and acknowledged that he signed, sealed and delivered the within indenture to be his voluntary act and deed this 23 day of October. Given under my hand and seal.

William Pinner (L.S.)

Recorded the 2nd day of January 1835.

Joseph D. Fort
To Deed
E. F. Divine

Received for Record the 8th.
day of December 1834.

The State of Mississippi.

Know all men by these presents, that I of the County of Madison in the State aforesaid in consideration of nine hundred and seventeen dollars to me in hand paid by Ebenezer Herwin of Madison County in the State aforesaid have granted.

451

bargained, sold and usual, and by these presents do grant bargain, sell and release unto the said Ebenezer S. Divine all and singular the following parcel of land lying and being in the State and County aforesaid and known in the plat of survey in and for the Choctaw district of land in said State and County as being, the South half of East half of South East quarter of Section twenty eight of Township ten of Range four east containing thirty nine and $\frac{9}{16}$ Acres also for the West half of South east quarter of Section twenty eight township ten range four east containing seventy nine and $\frac{9}{16}$ Acres together with all and singular the rights, members, hereditaments and appurtenances to the said premises incident or in anywise appertaining; to have and to hold, all and singular the premises before mentioned unto the said Ebenezer S. Divine, his heirs and assigns forever. And I do hereby bind myself my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Ebenezer S. Divine his heirs, and assigns, against my heirs and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness my hand and seal this, the sixteenth day of August in the year of our Lord one thousand eight hundred and thirty four

Signed, Sealed and delivered in the presence of me this the James D. Fort Seal
16 day of August 1834.

William Poirer J. P. Seal
The State of Mississippi, Madison County. Personally appeared before me William Poirer Justice of the peace in and for the County aforesaid James D. Fort who acknowledged that he signed, Sealed and delivered the within instrument on the day and date therein written as his voluntary act and deed.
Given under my hand and seal this 16 day of August 1834.

William Poirer J. P. Seal

Recorded the 2. day of January 1835

James Richards & wife
By E. Deed
to E. Divine

Received for
Record the 29th
day of November 1834.

The State of Mississippi
Know all men by these presents, that I, [Name] of the County of [Name]

Madison in the State of said, in consideration of forty five dollar dollars to me in hand paid, by E. F. Divine of Madison County in the State of said, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said E. F. Divine all and singular the following parcel of land lying and being in the State and County aforesaid and known in the plat of survey in and for the Chaetan district of lands in said State and County as being the N^W N^W S. W. 1/4 of section N^o 1 township T. R. 3. 6 containing 26 Acres more or less together with all and singular the rights, members, hereditaments and appurtenances to the said premises incident, or in any wise appertaining; to have well to hold; all and singular the premises before mentioned unto the said E. F. Divine his heirs and assigns forever.

And I do hereby bind myself, my heirs, executors administrators, to warrant and forever defend all and singular the said premises unto the said E. F. Divine his heirs and assigns against my heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand and seal this the 23^d day of October A.D. 1834 & of the Sovereignty of the State

Test
William Poiner J.P.

James Richards Seal
Margaret Richards Seal

The State of Mississippi }
Madison County } Personally appeared before me
William Poiner an acting Justice of the peace in and for said County and State aforesaid James Richards and acknowledged that he signed, sealed and delivered the within indenture to be his voluntary act and deed also at the same time Margaret Richards the wife of said J. Richards appeared before me and after a private examination separate and apart from her said husband acknowledged that she signed, sealed and delivered the same also relinquished all her dower, right, title and claim to the within named premises without fear or compulsion of her said husband Given under my hand and seal this 23^d day of October 1834.

Recorded the 2^d day of January 1835.
William Poiner J.P. Seal

441
Harris, Ferguson & Co.
To Release
Gsmun Claiborne

Received for Record
The 2^d day of January
1835.

Know all men by these presents that we Harris, Ferguson & Co. and Byrns Marsh trustee in a deed of trust executed by Gsmun Claiborne & wife to said Marsh to secure said Harris, Ferguson & Co. in certain encumbrances mentioned in said deed of trust, do hereby release and relinquish our lien upon the plantation of said Gsmun Claiborne in Madison County on which he now resides and which was conveyed to said Marsh in trust to secure the said Harris, Ferguson & Co. in their encumbrances for said Claiborne specified in said deed and we do hereby agree and authorize the register of the Probate Court of Madison County to enter satisfaction of the said deed of trust in the margin of the record thereof. Witness our hands and seals this 21th day of December 1834.

Harris, Ferguson & Co. Seal

Byrns Marsh Trustee Seal

The State of Mississippi
Adams County
Personally appeared before the undersigned Judge of the first Judicial District of the State of Mississippi William Harris one of the firm of the Harris, Ferguson & Co. and Byrns Marsh and acknowledged that they signed sealed and delivered the foregoing instrument as their voluntary act and deed for the purposes therein mentioned given under my hand and seal this 21th day of December 1834.

Alex. Montgomery Seal

Recorded The 3^d day of January 1835.

Benjamin F. Love
To Deed
Willis B. Wade

Received for Record
The 15th day of Decem-
ber 1834.

This Indenture made and entered into this twenty seventh day of November, in the year of our Lord one thousand eight hundred and thirty four between Benjamin F. Love of East Baton Rouge Louisiana of the one part and Willis B. Wade of the County of Madison State of Mississippi of the other part Witnesseth that the said Benjamin F. Love for and in consideration of the sum of four thousand

seven hundred and thirty four dollars lawful money to him in hand paid (the receipt whereof is hereby acknowledged) has granted, bargained and sold and by these presents does grant, bargain and sell unto the said Willis B. Wade his heirs and assigns forever all that lot or parcel of land, situate, lying and being in the County of Madison and State of Mississippi known and designated on the map of survey of the Choctaw District as the E^{1/2} N^{1/2} of Section N^o 6 Township N^o 8 of Range N^o 2 East containing 1/4 of 28th Also the E^{1/2} South east cor^r of Sect. N^o 1 Township N^o 8 of Range N^o 2 East. Also the W^{1/2} N^{1/2} of Sect. N^o 6 Township N^o 8 of R N^o 2 East. Also the N^{1/2} W^{1/2} S^{1/2} of Sect. N^o 6 Township N^o 8 of R N^o 2 East. Also the S^{1/2} W^{1/2} N^{1/2} of Sect. N^o 1 Township N^o 8 of R N^o 2 East. Also the East 1/2 of the N. E. 1/4 Sect. 1 Township 8 Range 2 East containing Three hundred ninety four and a half Acres. Together with all uses singular the premises therunto belonging or in any way appertaining To have and to hold the above bargained premises unto the said Willis B. Wade his heirs or assigns forever And for the consideration aforesaid the said Benjamin F. Cox for his heirs, executors and administrators does covenant to warrant and defend the right to the said premises unto the said Willis Wade his heirs and assigns forever both at law and in equity, against the lawful demands of the said Benjamin F. Cox and against all other persons. In testimony whereof the said Benjamin F. Cox has hereunto set his hand and seal the day and date first written.

in presence of
 William Wade
 Edmund Rice
 S. W. Ewing

Benjamin F. Cox (S)

The State of Mississippi Personally appeared before Madison County one the undersigned Justice of the peace in and for said County, Benjamin F. Cox who acknowledged that he signed sealed and delivered the within Deed on the day and year therein mentioned, as his certain Deed.

Given under my hand and seal this 6th day of December in the year of Our Lord one thousand eight hundred and thirty four (1834)

S. W. Ewing J. P. (S)
 Recorded the 5th day of January 1835.

Edward H. Stiles
to Aaron D. Matheny

Received in Record
the 15th day of
December 1834.

This Indenture made the twentieth day of November, A. D. eighteen hundred and thirty three between Edward H. Stiles of the County of Madison in the State of Mississippi of the one part, and Aaron D. Matheny of the State and County aforesaid of the other part; Witnesseth that the said Edward H. Stiles for and in consideration of the sum of one hundred dollars to him in hand paid by the said Aaron D. Matheny at and before the sealing and delivering hereof, the Receipt whereof he do hereby acknowledge, and thereof acquit and forever discharge the said Aaron D. Matheny, his heirs, executors, and administrators, by these presents have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Aaron D. Matheny and to his heirs and assigns forever all the following named and hereby described tract of land lying and being in the State and County aforesaid and known on the plot of survey in the District of Choctaw as the S¹/₄ of S¹/₂ of N¹/₂ of Section N¹/₂ S¹/₂ R¹/₂ East containing 39 5/8 acres also S¹/₄ of N¹/₂ of S¹/₂ of R¹/₂ East containing 3 3/4 acres together with all and singular the appurtenances thereto belonging or in any wise appertaining and also all the estate, right, title, interest, property, claim and demand whatsoever of him the said Edward H. Stiles in law or equity or otherwise howsoever of, in, to or out of the same, do have and to hold the said land and premises hereby granted with the appurtenances unto the said Aaron D. Matheny his heirs and assigns forever in fee simple to the only proper use and behoof of the said Aaron D. Matheny his heirs and assigns forever and the said Edward H. Stiles for himself his heirs, executors and administrators do covenant, promise, grant and agree to and with the said Aaron D. Matheny his heirs and assigns by these presents, that he the said Edward H. Stiles and his heirs the said above mentioned and described land and premises hereby granted, with the appurtenances, unto the said Aaron D. Matheny his heirs and assigns, against him the said Edward H. Stiles and his heirs and assigns against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and forever defend by these presents. In Testimony whereof the said Edward H. Stiles have hereunto set his hand and seal affixed his seal the day and date first above written.

Edw. H. Stiles
 Aaron D. Matheny
 Recorded the 1th day of January 1835.

v6v

1164

The State of Mississippi, Personally appeared before the undersigned a Justice of the Peace of said County the above named Rowan H. Stiles who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed, given under my hand and seal this 21st day of November A.D. 1834.

Recorded the 7th day of January 1835. vvr

Samuel S. Hancock
wife

To 3 Deed
Wilson & Trizell

Received for Record
the 3rd day of January
1835.

This Indenture made and entered into this twenty ninth day of December in the year of our Lord one thousand eight hundred and thirty four between Samuel S. Hancock in & Jane S. L. his wife of the one part and Cyrus W. Wilson Franklin S. Wilson and Benjamin Trizell of the other part Witnesseth that the said Samuel S. Hancock and Jane S. L. his wife for and in consideration of the sum of four thousand and four hundred and seven dollars to them paid by said Wilson and Trizell the receipt whereof is hereby acknowledged have bargained, granted and sold, and by these presents do bargain, grant, sell and convey unto the said Cyrus W. Wilson, Franklin S. Wilson and Benjamin Trizell their heirs and assigns forever the following tract or parcel of land lying in Madison County and State of Mississippi and containing four hundred and forty one acres and seventy two hundredths of an acre, being the South West quarter and East half of the South West quarter of Section nine of Township nine, in Range two East and the West half of North West quarter and East half of North East quarter of Section ten of Township nine in Range two East and South half of East half of South East quarter of Section ten in Township nine and Range two East together with any and all appurtenances thereto in anywise belonging and appertaining. And the said Hancock and wife, for themselves and their heirs shall and will forever warrant and defend unto the said Cyrus W. Wilson, Franklin S. Wilson and Benjamin Trizell their heirs and assigns a good and sufficient title in fee simple to the land and appurtenances aforesaid free from any and all claims whatsoever. In testimony whereof we have hereunto set our hands Samuel S. Hancock Seal and affixed our seals this day & year first above written
Witness

Jane S. L. Hancock Seal

State of Mississippi
 Hinds County } To wit: The above named Samuel S.
 Hancock this day personally appeared before me James Scott
 Judge of the second Judicial District in the County aforesaid
 and acknowledge that he signed, sealed and delivered the
 foregoing deed on the day and year therein mentioned as
 his act and deed. On the same day and within the County
 aforesaid came the above named Jane S. Hancock
 before me and on private examination, apart from her
 said husband, acknowledged that she signed, sealed and
 delivered the foregoing deed as her voluntary act and deed
 freely without any fear, threats or compulsion of her said
 husband. Given under my hand and seal this thirtieth
 day of December, One thousand eight hundred and thirty
 four
 James Scott Seal

Recorded the 7th day of January 1835.

Berry & Samuel A.
 Gillespie Deed of
 To Hugh W. Durbin for
 use of & Benefit of John
 & James A. Gillespie

Received for Record
 the 7th day of January
 1835.

This Indenture made and entered into this day the 10th
 December 1834 between Barry Gillespie of the County of
 Madison and State of Mississippi of the first part and Hugh
 W. Durbin of the County of Hinds and State of Mississippi of
 the second part and John & James A. Gillespie of the County of
 Adams of the third part. Witnesseth that the said Barry &
 Samuel of the first part for and in consideration of the sum
 of ten dollars and the further consideration herein after ex-
 pressed have this day and by these presents do hereby sell and
 convey to the said Hugh W. of the second part the following
 named negroes, twenty one in number named and aged as
 follows.

| Names | ages | Names | ages | Names | ages |
|---------|------|-------------|------|----------|------|
| Jim | 35 | Arch | 19 | Caroline | 22 |
| Harry | 15 | Randall | 25 | | |
| Peter | 14 | Bob | 27 | | |
| Dick | 14 | Jane | 16 | | |
| Burton | 17 | Rachel | 17 | | |
| William | 27 | Fanny, Ruth | 1 | | |
| Isaac | 25 | Lucy | 28 | | |
| Zeph | 15 | Charlotte | 27 | | |
| John | 24 | Liza | 13 | | |
| Phil | 20 | Wm | 16 | | |

with this express condition and trust that whereas the said John F. Gillespie and James A. Gillespie of the third part as aforesaid became bound as guaranties for the said Barry and Samuel that they would meet and pay a Draft which the house of Shipp, Ferriday & Co. of Natchez Miss. authorized the the said Barry & Saml. to draw on them for ten thousand dollars and which was drawn on the 21st. October 1834. at six months and negotiable in the United States Bank at Nashville Tc. now if the said Barry & Samuel as aforesaid should fail to make provision for the payment of said draft as aforesaid and said John F. & James A. should become responsible on their guarantee as aforesaid to said house of Shipp Ferriday & Co. or shall pay and discharge the said draft as aforesaid for said Barry & Saml. then and in that case these are to authorize said trustee Hugh W. upon application in writing from said John F. & James A. to sell said negroes for Cash or so many of them as will pay the same and all interest costs &c. giving one months notice at any suitable place in said State them to be sold to be selected and sold apart by said Barry & Saml. as in all as the place of sale & the proceeds whereof said Hugh W. trustee as aforesaid binds himself to pay over according to the provisions aforesaid & to recover to Barry & Saml. upon the written order of said John F. & James A. of the third part aforesaid. It is further understood that said sale is not to be forced or made except during the months of December, January, or February in some one year so that the said Barry & Saml. may be injured as little as possible in their crop.

In witness whereof we the parties of the first & second part have hereunto set our hands and seals.

Barry Gillespie (Seal)
 Saml. A. Gillespie (Seal)
 H. W. Dunlap (Seal)

State of Mississippi
 Madison County I personally appeared before me Edward Smith one of the acting Justices of the Peace for said County Barry Gillespie & Samuel A. Gillespie and Hugh W. Dunlap the within named parties who acknowledged that they signed, sealed & delivered the foregoing deed on the day & year therein mentioned as their act and deed. Given under my hand and seal this 12th. of December 1834

Edward Smith J. P. (Seal)

Recorded the 8th day of January 1835

Wilson & Frizell
To B Deeds
& P Smith

114
received for record
the 6th day of January
1835.

This Indenture made and entered into this first day of January
in the year of our Lord one thousand eight hundred and
thirty five between Cyrus M. Wilson and Nancy M. his wife,
Benjamin B. Frizell and Eliza H. his wife and Franklin P.
Wilson of the one part, of the County of Madison and State
of Mississippi and John Smith and James M. Smith of
said County and State of the other part, Witnesseth that
the said first party of the for and in consideration of the sum
of five thousand six hundred and forty dollars to them in
hand paid by the said second party the Receipt whereof
is hereby acknowledged, have bargained, granted and sold
and by these presents do bargain, grant, sell and convey
unto the said John and James M. Smith their heirs
and assigns forever the following Tract or parcel of land
lying in Madison County and State of Mississippi contain-
ing four hundred and forty one Acres and 7/8 being the
South east Quarter and East half of the South west Quarter
of Section nine of Township nine, in Range two East,
and the West half of North west Quarter and East half
of North east Quarter of Section Ten of Township nine
in Range 2 East and South half of East half of South
east Quarter of Section Ten in Township nine and
Range 2 East; together with any all appurtenances thereto
in any wise belonging and appertaining and the said
Cyrus M. Wilson and wife, Benjamin B. Frizell & wife
and Franklin P. Wilson for themselves, and their heirs, shall
and will forever warrant and defend unto the said John
Smith and James M. Smith their heirs and assigns a good
and sufficient title in fee simple to the land and appurte-
nances aforesaid from any and all claims whatsoever.

In Testimony whereof we have hereto set our hands and
affixed our seals this day and year first above written.
Witnesses.

Cyrus M. Wilson Seal
Nancy M. Wilson Seal
Franklin B. Wilson Seal
B. B. Frizell Seal
Eliza Frizell Seal

The letters M in the seventh,
fourteenth and twenty ninth
lines were interlined before
signing.

The State of Mississippi Personally appeared before me O. J.
Madison County, Clerk Deputy for J. D. Livingston
Clerk of the Circuit Court in and for said County Cyrus M.
Wilson who acknowledged that he signed, sealed and delivered
the foregoing deed on the day and year therein mentioned as
his act and deed. On the same day and within the County
aforesaid came the above named Nancy M. Wilson wife of the
said Cyrus M. Wilson before me and on a private examination

Separate and apart from her said husband acknowledged that she signed, sealed & delivered the foregoing deed as her act and deed, freely, without any fear, threats or compulsion and of her said husband.

Given under my hand and seal of said court
L.S. the 6th day of January 1835.

The State of Mississippi }
Madison County } Personally appeared before me C. F. Paek Deputy for S. Livingston Clerk of the Circuit Court in & for said County Franklin B. Wilson and acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal of said court
L.S. this 6th day of January 1835.

The State of Mississippi }
Madison County } Personally appeared before me C. F. Paek Deputy for S. Livingston Clerk of the Circuit Court in and for said County Benjamin Triggell who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

On the same day and within the County aforesaid Carrie Triggell wife of the above named Benjamin Triggell before me and on a private examination separate and apart from her said husband acknowledged that she signed, sealed and delivered the foregoing deed as her act and deed, freely, without any fear, threats or compulsion of her said husband.

Given under my hand and seal of said court
L.S. this 6th day of January 1835.

Recorded the 9th day of January 1835
S. Livingston Clerk
C. F. Paek Deputy

John Montgomery
To Deed
Joseph Meek

Received for Record
the 27th day of
November 1834

This Indenture made and entered into this tenth day of July, in the year of our Lord one thousand eight hundred and thirty four between John Montgomery and Sarah Montgomery, widow of the County of Madison and State of Mississippi of the one part; and Joseph Meek of Davidson County and State of Tennessee of the other part Witnesseth that the said

John Montgomery and Sarah Montgomery his wife both
for and in consideration of the sum of eight hundred
dollars to them in hand paid, the Receipt whereof is
hereby acknowledged hath granted, bargained, sold, aliened,
and confirmed unto the said Joseph Meek his heirs
& forever, the following lot, tract or parcel of land
lying and being in the said County of Madison
and known and designated in the plot of general survey
as the East half of the North East Quarter of Section eight
of Township eight Range two East. Containing eighty
acres and nine hundredths of an Acre to have and
to hold the aforesaid lot or parcel of land as above
described with all and singular the appurtenances there
unto belonging or in any wise appertaining unto the
said Joseph Meek his heirs and assigns & forever and
the said John Montgomery and Sarah Montgomery his
wife doth for themselves, their heirs and assigns &c
covenant and agree to and with the said Joseph
Meek his heirs and assigns &c to warrant and
defend the title of the aforesaid lot, tract or parcel
of land as above described, from themselves, their
heirs and assigns &c and from all and every ^{other} person
~~and~~ person claim or claims whatsoever unto the said
Joseph Meek his heirs and assigns &c forever. In testimony
whereof the said John Montgomery and Sarah his wife
have hereunto set their hands and seals the day and
year first above written.

Test: John Montgomery Seal
Sarah Montgomery Seal
The State of Mississippi
Madison County Personally appeared before me
N. Callahan Judge of Probates in and for said County
John Montgomery and Sarah Montgomery his wife
and acknowledged that they signed sealed and deliv-
ed the foregoing deed as their voluntary act and deed
on the day and year herein mentioned written and
for the purposes therein expressed. The said Sarah
Montgomery being examined by me separate and apart
from her husband acknowledged that she signed sealed
and delivered the same without any fear, threat or
compulsion of her said husband as her voluntary act
and deed.

Given under my hand & seal this third
day of November A. D. 1834.

N. Callahan Judge of
Probates of M. C. Seal

Recorded the 14 day of January 1835

Thomas L. Sumrall
To $\frac{3}{3}$ Mortgage
Thomas H. Sibley

Received for Record
the 1st day of January
1835

This Indenture made on the eleventh day of November
eighteen hundred and thirty four between Thomas L. Sumrall
of Hinds County and State of Mississippi of the one part and
Thomas H. Sibley of the County of Madison and State aforesaid of
the other part, witnesseth that the said party of the first part
for and in consideration of the sum of Six thousand eight
hundred dollars to him in hand paid by the said party
of the second part, the Receipt whereof is hereby acknowledged
hath bargained, sold, aliened, conveyed, confirmed and
by these presents doth bargain, sell, convey, alien, confirm
and confirm unto him of the second part all that tract
or parcel of land lying and being in the Choctaw Land
District subject to sale at Mt. St. Louis. Known and designated
more particularly as the South West 1/4 of Sec 10
and 1/2 W 1/2 and E 1/2 W 1/2 of Section 39 and 1/2 W 1/2
in Section 9, all in Township 8 Range 3 West containing
four hundred and thirty three and 1/2 acres more or less
all lying in the County of Madison. For have and to hold
the said tract of land with all its appurtenances there-
unto belonging as before conveyed unto him the said
party of the second part, his heirs and assigns to the
only proper use, benefit and behoof of the said Thomas
H. Sibley, his heirs and assigns forever, and the said
Thomas L. Sumrall, for himself, his heirs, Executors and
Administrators doth hereby forever warrant and defend
the said title to him the said Sibley against all claim
or demand of any other person whatever. Provided always
nevertheless that whereas the said Thomas L. Sumrall
hath this day given to said Thomas H. Sibley his
promissory note bearing this date for the sum of
fourteen hundred dollars payable on the first day of
January eighteen hundred and thirty six and whereas
also the said Sumrall gave one other note of the same
date payable to said Sibley for the sum of fourteen hun-
dred dollars payable on the first day of January eighteen
hundred and thirty seven making in all the sum of
two thousand eight hundred dollars to be paid as aforesaid.

Now if the said Thomas L. Sumrall shall
well and truly pay or cause to be paid
the said promissory notes to the said
Sibley then and in that event of due
and payment this said Indenture
shall wholly cease and be void in every respect.

157
In witness whereof I have hereunto set
my hand and affixed my seal the day
and year above written.
Signed, sealed and
acknowledged the 11th Nov. T. L. Sumrall
1834 in presence of

ms
Saml W. Dickson
R. C. Mattson

The State of Mississippi, Hinds County.
Personally appeared before me Geo. C. Williams a Justice
of the Peace in and for the County aforesaid T. L.
Sumrall who acknowledged that he signed, sealed
and delivered the foregoing instrument of writing for
the purposes therein expressed, on the day and year therein
written, as his act and deed.

Given under my hand and seal 11th November 1834
Geo. C. Williams J. P. Seal
Recorded the 10th day of January 1835

C. F. Divine & wife
To Deed
William Poiner

Received for Record
the 9th day of
November 1834

The State of Mississippi
Know all men by these presents that we of the County
of Madison in the State aforesaid, in consideration of
twenty three dollars to me in hand paid by
William Poiner of Madison County in the State
aforesaid, have granted, bargained, sold and released, and
by these presents do grant, bargain, sell and release unto
the said William Poiner all and singular the follow-
ing parcel of land lying and being in the State and
County aforesaid and known in the plat of survey
in and for the Choctaw District of land in said State
and County as being the 1/2 N 1/2 E 1/4 S. E 1/4 of Section
No 1 Township N 2 P R 3 E, together with all and singular
the rights, premises, hereditaments and appurtenances, to the
said premises incident, or in anywise appertaining: to have
and to hold, all and singular the premises before men-
tioned unto the said William Poiner his heirs and assigns
forever. And I do hereby bind myself, my heirs, executors
and administrators to warrant and forever defend
all and singular, the said premises unto the said
William Poiner his heirs and assigns, against my heirs,
and against every person whatsoever lawfully claiming
or to claim the same or any part thereof.

Witness my hand and seal this the 23 day of October A.D. 1834 and of the sovereignty of the State of Mississippi
 Test: *E. F. Divine* *A. F. Divine*
 The State of Mississippi
 Madison County
 Personally appeared before the undersigned Justice of the peace in and for the County aforesaid *E. F. Divine* and acknowledged that he signed, sealed and delivered the within instrument to be his voluntary act and deed. Also *Amanda F. Divine* wife of said *E. F. Divine* personally appeared before me who upon a private examination, separate and apart from her said husband acknowledged that she signed, sealed and delivered the same on the day and date therein written freely voluntarily without any fear threats or compulsion of her said husband as her voluntary act and deed thereby relinquishing all her right title and interest to the within described & conveyed premises Given under my hand & seal this 23 day of October 1834.

Recorded the 10th day of January 1835
 Received for Record 10th Jan'y 1835
William McKelto

State of Mississippi
 Madison County
 Martha Burdette of the county and State aforesaid have this day for and in consideration of the sum of one hundred and fifty dollars to us in hand paid the Receipt whereof is true by acknowledged sold and by their presents do sell and deliver unto *James* in and to the County and State aforesaid all our Right title claim and interest in and to lots no 155, 156 & 157 in Square no 2, in the town of Madisonville in the county and State aforesaid the title of said lots are bona ourselves our heirs and assigns to warrant and defend unto the said *James* in and to the County and State aforesaid all our Right title claim and interest in and to the said lots and assigns forever Witness our hands and seals this 22nd day of December Eighteen hundred and thirty four
 Acknowledged by *John S. Cook* before me a Justice of the peace for Madison County this 22nd day of December 1834
John S. Cook
Martha Cook

Witness my hand and seal this the 22 day of December 1834
 State of Mississippi
 Madison County
 This may certify unto all whom it may concern that *Martha Cook* the wife of the within named *John S. Cook* did on the 22nd day of December in the year eighteen hundred and thirty four personally appear

before the undersigned a Justice of the Peace for
 the said County and upon being privately examined
 by me Separately and apart from her said husband
 and declare that she does freely, voluntarily and
 without any fear or coercion whatever
 Remain clean and forever relinquish into
 the within named Service all her
 interest and estate and also all her right and
 claim of dower of and in or to the within descent
 premises hereunder my hand and Seal
 the day and year above written

Recorded 10th July 1835. William J. P. Seal

Ele. B. Warren
 wife
 To Deeds
 Baker & Napper

Received for Record
 the 29th day of
 November 1834.

State of Mississippi Know all men by these
 Madison County presents that we Ele. B. Warren
 and his Ann his wife of the County and State aforesaid
 for and in consideration of the sum of seven thousand
 and fifty dollars to us in hand paid; the receipt
 whereof is hereby acknowledged have this day bargained
 sold and delivered unto James M. Baker & James K
 Napper of the State of Tennessee, Murray County all
 our right, title, claim, and interest in and to the
 following tract of Land to wit $\frac{1}{2}$ NW $\frac{1}{4}$ of Section
 N. 3. S. 1 $\frac{1}{2}$ NW $\frac{1}{4}$ Section N. 3. S. 1 and the $\frac{1}{2}$ NW $\frac{1}{4}$
 and $\frac{1}{2}$ NE $\frac{1}{4}$ and the $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$
 N. 3. S. 1 of Section N. 3. S. 1 and the $\frac{1}{2}$ NW $\frac{1}{4}$ S. 1 NW $\frac{1}{4}$ of Section
 N. 3. S. 1 situated in the in the Choctaw District West of
 Pearl River Township nine & Ten of Range N. 1 East
 save the $\frac{1}{2}$ NW $\frac{1}{4}$ of Section N. 3 which is in Range
 N. 1 East as containing four hundred and seventy acres
 more or less. The title of said land we bind ourselves
 to warrant & defend unto the said Baker & Napper
 their heirs and assigns forever. Witness our hands and
 seals this day of Eighteen hundred and
 thirty four.

Acknowledged before me an
 acting Justice of the Peace for
 the County of Madison this 1st day
 of November eighteen hundred
 and thirty four

Ele. B. Warren Seal
 Ann Warren Seal

Test
 William J. P. P.

45

The State of Mississippi solemnly appeared before
Madison County, ~~some~~ William Price an
acting Justice of the Peace in and for the County
and State aforesaid Ann Warren the wife of G. B.
Warren who after a private examination separated
apart from her said husband and acknowledged
that she signed, sealed & delivered the within inae-
-nture to be her voluntary act and deed and so
relinquished all her dower, right, title & claim to
the within named premises without fear, threats
or compulsion of her said husband. Given under
my hand & seal this 14 day of November 1834.
William Price J. P. Seal
Recorded the 10th day of January 1835.

Phillips, Munn & Starr
To ~~the~~ Deed:
Elisha Turrage

Received for Record
the 3rd day of January
1835.

Madison Co.
State of Mississippi

This Indenture made and entered into October 9th 1834
between Henry Phillips, John Munn and C. P. Starr of
the aforesaid County and State of the first part and
Elisha Turrage of the same County and State of
the second part witnesseth that the said party of the
first in and for the consideration of the sum of one
hundred and forty Dollars from the second part par-
-tly paid unto the party of the first part, the receipt
whereof is hereby acknowledged hath bargained, sold,
aliened, enfeoffed and confirmed and by these presents
doth bargain, sell, alien, enfeoff and confirm unto
the said party of the second part all their rights,
title and claim to a certain lot or parcel of ground
lying and being in the County and State aforesaid,
and known and designated as follows (viz)
To commence at the N.W. corner of M^o N^o 11 of section
N^o 8 Township N^o 10 Range 3 East and to run from thence
due South seventy yards and from thence due west a
certain imaginary distance and from thence due north
to the section line and from thence due East to the pla-
-ce of beginning so as to include just ten acres of land
To have, hold, use, occupy and possess the said land,
tenements and hereditaments unto the said party of the
second part his heirs, assigns and administrators forever,
and the said party of the first part for themselves, their
heirs and assigns do agree to warrant and defend

the said, tenements and hereditaments of, from and against all and every person lawfully claiming or to claim to the said party of the second part, his heirs, assigns and administrators forever. In testimony whereof we do hereunto set our hands and seals this day and date as above.

Vinson Sanders

Henry Phillips Seal

John Munn Seal

Chas. S. Starr Seal

The State of Mississippi
Madison County. Personally appeared before the undersigned Clerk of the Court of Probate in and for said County John Munn one of the firm of Phillips Munn and Starr, and acknowledged that they signed, sealed and delivered the foregoing Deed as their proper act and Deed.

LS

Given under my hand and seal of said Court the 3^d day of January 1835.

Recorded the 12th day of January 1835. Livingston Clerk

Joseph Week
To Deed
Josiah Newman

Received for
Record the 7th day of
January 1835

This Indenture made the 8th day of January one thousand eight hundred and thirty five. Between Joseph Week and Sarah Week, his wife of Madison County, State of Mississippi of the first part and Josiah Newman of the County and State aforesaid of the second part Witnesseth that the said party of the first part for and in consideration of the sum of sixteen thousand eight hundred dollars in hand paid the receipt whereof is hereby acknowledged hath granted, bargained, sold and conveyed to the said party of the second part; and do by these presents grant, bargain, sell and convey to the said party of the second part and his heirs all that messuage, tract, parcel or lot of ground situate, lying and being in the County and State aforesaid. Known and numbered in the original survey as follows (to wit) the East half of section five Township eight of Range two east in the Choctaw district and the East half of the south west quarter of section five and the East half of the north West quarter of section eight and also the East half of the north east quarter of section eight all of Township eight of Range two east containing five hundred and sixty acres to be the same more or less.

I do have and to hold the aforesaid tract, parcel or lot of ground to the said party of the second part his heirs and assigns, with all with singular its appurtenances thereto belonging or in any wise appertaining to the only proper use and behoof of the said party of the second part his heirs and assigns forever; and the said party of the first part do covenant and agree with the said party of the second part, that he have a good and indefeasible right and title in and to the aforesaid tract, parcel or lot of land and him, his heirs and assigns to the said party of the second part his heirs and assigns a good and sufficient title in fee simple against the claim or claims of all and every person and persons whatsoever.

In testimony whereof we the party of the first part have set our hands and seals the day and date first written.

Joseph Weeks Esq.

The State of Mississippi
Madison County

Personally appeared in my office before me Samuel Livingston Clerk of the Circuit Court in and for said County Joseph Weeks and acknowledged the signing, sealing and delivering of the within Deed to be his act and Deed.

In testimony whereof I have hereunto set my hand and affixed the seal of my said office at Canton this ninth day of January in the year of our Lord one thousand eight hundred and thirty five.

Recorded the 12th day of January 1835.
S. Livingston Clerk

Joseph Weeks
Bill of Sale
Josiah Newman

Received for Record
the 11th day of January
1835.

Received of Josiah Newman of Madison County State of Mississippi thirty eight thousand dollars in full payment for forty negroes namely Andy aged about twenty five, Gallaway about thirty, Moses twenty eight, Manson twenty eight, Pelt eighteen, Sam twenty, Peter twenty, Gilbert twenty two, Albert twenty, William D, Adam 16, Sam 13, Isaac 12, Peter & child 20, Jimmy & B children 30, Grace 20, Mary & B children 30, Hilda and her son 32, Susan 18, Mary J. 18, Kelly 17, Lidda 15, Selia 12, Julia 1, Anne 16, Kelly & child 17, Hanna 15, Jimmy 17, Liz 18, Liz 16 and one child Annerson all of which negroes I warrant to be

Sound and sensible and Lawes for life to the
Said Josiah Newman his heirs and assigns for-
ever. Given under my hand and seal this 8th day
of January 1835

Joseph Meek 

The State of Mississippi
Madison County

Personally appeared before me
in my office S. Livingston Clerk of the Circuit Court in
and for said County Joseph Meek and acknowledged
that he signed, sealed and delivered the within Bill of sale
as his proper act and Deed.

Given under my hand and seal of said Court
this ninth day of January 1835.
S. Livingston Clerk

Recorded the 19th day of January 1835.

Josiah Newman
and wife
For Mortgage
Joseph Meek

Received for Record
the 9th day of January
1835.

This Indenture made and
entered into this eighth day of January, in the year of our
Lord one thousand eight hundred and thirty five between
Josiah Newman and Nancy his wife of the County
of Madison and State of Mississippi of the one part
and Joseph Meek of the County and State aforesaid
of the other part; Witnesseth that the said Josiah
Newman and Nancy his wife for and in consider-
ation of the sum of fifty three thousand dollars
to them in hand paid all and before the sealing
and delivering of these presents the receipt whereof is
hereby acknowledged has bargained, sold and conveyed
and by these presents doth bargain, sell and convey
unto the said Joseph Meek his heirs and assigns
all the right, title, interest, claim and demand of
them the said Josiah Newman and Nancy his
wife of in and to a certain lands estate in
said County of Madison, known and designated
as follows to wit the East half of section five town-
ship eight of Range two East and the East half of
the South West quarter of section five and the East
half of the North West quarter of eight, the East
half of the North East quarter of section eight town-
ship eight of Range two East containing five hundred
and sixty acres be the same more or less and being
the same tract of land conveyed to the said Newman
by the said Meek by Deed bearing even date with these presents

13

Also one other tract of land known and designated as follows, to wit: the last half of section nine Township eight of Range two east (containing) North West quarter of section nine Township eight of Range two East. Also the following named Negro slaves to wit, Andy, aged about twenty six Galloway aged about thirty years. Moses aged about twenty eight years. Skinson aged about twenty eight years. Jack aged about eighteen years. Sam aged about twenty years. Peter aged about twenty years. Gilbert aged about twenty two years. Albert aged about twenty years. William aged about twenty one years. Adam aged about fourteen years. Sam aged about thirteen years. Isaac aged about twelve years. Betty aged about twenty years and her child. Fanny aged about thirty years and her three children Grace aged about twenty years. Mary aged about thirty years and her three children. Jissa aged about thirty two years and her son. Susan aged about eighteen years. Mary P aged about eighteen years. Nelly aged about seventeen years. Lidda aged about fifteen years. Rebecca aged about twelve years. Pasha aged about nineteen years. Thome aged about sixteen years. Nelly aged about nineteen years and her child. Hannah aged about fifteen years. Fanny aged about seventeen years. Liz aged about eighteen years. Liza aged about sixteen years and one child Annison. To have and to hold the aforesaid tracts or parcels of land as above described together with the above named Negro slaves with the future increase of the females unto the said Joseph Meek his heirs and assigns forever and the said Josiah Newman and Nancy his wife doth for themselves their heirs, Executors, Administrators or assigns consent and agree to and with the said Joseph Meek his heirs, Executors, Administrators or assigns to warrant and forever defend the title to the above described tracts or parcels of land together with the above named Negro slaves with the future increase of the females unto the said Joseph Meek his heirs and assigns forever Provided always and upon condition that if the said Josiah Newman shall justly and truly pay or cause to be paid unto the said Joseph Meek his heirs, Executors, administrators or assigns the just and full sum of fifty three thousand dollars for which sum three promissory notes is executed by the said Newman to the said Meek bearing even date herewith and due and payable as follows to wit. One for the sum of seventeen thousand six hundred and sixty six dollars due and payable on or before the first day of March eighteen hundred and thirty six and one for the sum of seventeen thousand six hundred and sixty seven dollars due and payable on or before the first day of March eighteen hundred and thirty seven and one for the little sum of seventeen

thousand six hundred and fifty seven dollars due
 and payable on or before the first day of March
 eighteen hundred and thirty eight. Then and in
 such case and at all times from henceforth
 all the estate hereby granted and every clause
 and sentence herein contained shall cease, deter-
 mine and be utterly void to all intents and purposes
 any thing herein contained to the contrary notwith-
 standing. In testimony whereof the said Josiah
 Newman and Nancy his wife hath hereunto set
 their hands and seals the day and year first above
 written.

Josiah Newman Seal
 Nancy J. Newman Seal

The State of Mississippi
 Madison County

Personally appeared
 before me Samuel D. Livingston Clerk of the Circuit
 Court in and for said County, Josiah Newman
 and Nancy Newman his wife and acknowledged
 the signing, sealing and delivering of the within
 mortgage to be their act and deed the said
 Nancy Newman being examined by me separate
 and apart from her said husband acknowledged
 that she signed, sealed and delivered the within
 mortgage as her own voluntary act and deed without
 the fear, threats or compulsion of her said husband

Given under my hand and seal of
 said Court this 9th day of January 1835.
 S. D. Livingston Clerk.

Recorded the 13th day of January 1835

Levi Pearce
 To Deed
 Asa Coleman

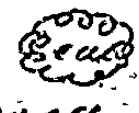
Received for Record
 the 1st day of
 January 1835.

The State of Mississippi.
 Know all men by these presents that I of the County
 of Madison and State aforesaid in consideration of nine
 hundred and fifty dollars to me in hand paid by
 Asa Coleman of the County of Claiborne and State
 aforesaid, have granted, bargained, sold and released,
 and by these presents do grant, bargain and sell and
 release unto the said Asa Coleman all and singular
 the following parcel of Land, lying and being in
 the County and State aforesaid and known in the
 plat of survey in and for the Choctaw District of
 lands in said State and County as being the West half

of the south west quarter of section thirty four, of Township Ten & Range three East containing eighty acres more or less together with all and singular the rights members, hereditaments and appurtenances to the said premises incident or in anywise appertaining; To have and to hold all and singular the premises before mentioned unto the said Asa Coleman his heirs & assigns forever. And I do hereby bind myself my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Asa Coleman his heirs and assigns, against my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.


Witness my hand and seal, this the 1st day of January A.D. 1835 and of the sovereignty of the State

Attest
 Wm. Montgomery

Levi Pearce  Personally appeared
 The State of Mississippi
 Madison County before me William Paine an acting Justice of the peace in and for the County aforesaid Levi Pearce and acknowledged that he signed, sealed and delivered the within instrument to his voluntary act and deed.

Given under my hand and seal this 1st day of January 1835

Recorded the 13th day of January 1835. 

William S. Allen
 To  Deed of Release
 James P. Thomas

Received for Record the
 8th day of January 1835.

Know all men by these presents that Guston Hearney died on the _____ day of _____ in the year 1830 convey to William S. Allen a tract of land in Madison County Miss. by Deed of trust and subsequently conveyed the same to William M. Beasley who conveyed the same to James P. Thomas and in whose occupancy the said tract of land now is. for the purpose of securing the payment of certain sums of money named in said deed of trust, and whereas said sums of money having been paid and otherwise secured to the said William S. Allen for and in consideration of which the said William S. Allen for himself, his heirs and representatives doth hereby sell, convey and release all the right, title and interest which he the said Allen has to all and every part of said tract or parcel of land and premises with these appurtenances to the said James P. Thomas and assigns forever

161

In witness whereof the said William S. Allen hath hereunto set his hand and seal this nineteenth day of March A.D. 1834.

In presence of
Arisley McCarroll
C. R. Balfour

William S. Allen (Seal)

State Mississippi Madison County Personally appeared before me the Justice of the peace in and for said county Wm. S. Allen whose name is subscribed to the within indenture and acknowledged that he signed, sealed and delivered the same for the purposes therein specified. Given under my hand and seal this 22nd day of March 1834.

Recorded the 14th day of February 1835
Wm. Gattley J. P. (Seal)

William L. Balfour
and wife
To
James P. Thomas

Received for Record
the 8th day of
January 1835

This Indenture made this the 8th day of April in the year of our lord one thousand eight hundred and thirty four between William L. Balfour and Elizabeth Balfour his wife of County of Madison and State of Mississippi of the first part and James P. Thomas of the County and State aforesaid of the second part Witnesseth that for the consideration of forty seven hundred dollars to them in hand paid by the said James P. Thomas the receipt where is hereby acknowledged have this day given, granted, bargained, sold, released, conveyed and confirmed and by these presents do give, grant, bargain, sell, release, convey and confirm to him the said James P. Thomas his heirs and assigns forever, all the following described tract or parcel of land (to wit) beginning at the south west corner of the east half of the south west quarter of Section twenty eight in Township nine of Range one west in the Choctaw district in the County aforesaid, thence running north one hundred yards to a stake, thence east two thousand and twelve lengths to a stake, thence north twenty two degrees and thirty minutes, East one thousand five hundred and seventy two links to a stake, thence north sixty three degrees East three hundred and sixty three links to a stake on the line of Henry J. Jerney's land recently purchased of Charles C. Jerney

and by him purchased of Joseph B. Whitehead
 thence with said line till it strikes the East line
 of the west half of the south East quarter of the
 said mentioned section thence south to the south
 east corner of said last mentioned eighth of land
 thence west about one half mile to the place of
 beginning also the following described land to wit.
 Beginning on the line between Robert Montgomery
 and the above described tract twenty three rods
 and nine links East of their corner which corner
 is on the line dividing the East and west halves
 of the south west quarter of said section and one
 hundred yards north of the section line dividing
 said section twenty eight and thirty three rods
 thence east twenty nine rods and sixteen links
 to a stake or Erasmus Leggett's corner thence north
 thirty six rods to Erasmus Leggett's line thence west
 twenty nine rods sixteen links to a stake thence
 south to the beginning containing in both tracts
 sixty and two third acres be the same more or less
 together with all and singular the rights privileges
 improvements and appurtenances thereto belonging
 or in any wise appertaining to the said James P.
 Thomas his heirs and assigns forever hereby con-
 -ceding with the said James P. Thomas his heirs
 and assigns the title to the aforesaid premises will
 warrant and forever defend.

In witness whereof the said W. L. Balfour and
 Elizabeth Balfour his wife, hath hereunto set their
 hands and seals on the day and date above written.
 Signed, sealed and delivered W. L. Balfour

in presence of
 A. M. Carroll J. C. Elizabeth Balfour

The State of Mississippi
 Madison County
 Personally appeared before me
 Ansley M. Carroll Esq. a Justice of the peace in and for
 said county the within named William L. Balfour
 whose name is subscribed to the within Deed of
 conveyance who acknowledged that he signed sealed
 delivered the foregoing Deed as his own act and deed
 on the day and year therein written and for the consid-
 -eration therein expressed, and at the same time personally ap-
 -peared Elizabeth Balfour wife of the said William L. Balfour who
 being by me examined separately & apart from her said husband ack-
 -nowledged that she signed sealed & delivered the foregoing by which she
 relinquishes her right of dower freely and voluntarily
 of her own accord without any fear threat or comp-
 -ulsion of her said husband on the day and year

463

therein written. Given under my hand and seal
this 8th. day of April 1834.

A. McCarroll J.P. Secy

Recorded the 14th. day of January 1835.

Lazarus Meyers
To Deed.
P. W. Krouch

Received for Record
the 27th. day of
December 1834.

This indenture made this 21th. day of October
in the year of our Lord one thousand eight hundred
and thirty four between Lazarus Meyers of the county
of Madison and State of Mississippi of the first part
and Peter W. Krouch and John Montgomery both of
the county and State aforesaid of the second part
Witnesseth that the said Lazarus Meyers for and
in consideration of the sum of five hundred dollars
to him in hand paid by the said Peter W.
Krouch and John Montgomery the receipt whereof
is hereby acknowledged hath given, granted, barg-
ained, sold, released, conveyed and confirmed
and by these presents doth give, grant, bargain,
sell, release, convey and confirm to them the said
Peter W. Krouch and John Montgomery their heirs
and assigns forever the following described town lot
being situated in the town of Perron and lying on
the East of main street fronting one hundred and
six feet on said street and running back from
said street two hundred feet and lying immedi-
ately North of the Spring lot to them the said Peter W.
Krouch and John Montgomery to have and to hold
the above described town lot together with all the
appurtenances hereditaments and advantage thereunto
or in any wise belonging to them the said Peter
W. Krouch and John Montgomery their heirs and
assigns forever and he the said Lazarus Meyers
hereby covenant to and with the said Peter W.
Krouch and John Montgomery that at and until
the sealing hereof he the said Lazarus Meyers were
well seized of said premises and hath lawful right
to convey the same in manner and form as is
herein expressed and that they are free and clear
from all encumbrances and further more he the
said Lazarus Meyers binds himself his heirs and
executors and assigns to them the said Peter W.
Krouch and John Montgomery their heirs and assigns

464

that the above described premises and every part thereof belonging will warrant and defend against the claims of all others. In witness whereof I the said Lazarus Meyers have hereunto set my hand and seal the day and year first above written.

Signed, Sealed and delivered
in presence of J. J. Friedlander, Lazarus Meyers Seal

The State of Mississippi
Madison County

Personally appeared before me a Justice of the peace in and for said County Lazarus Meyers and acknowledged the within deed to be his own act and deed. Given under my hand and seal this 21st of October 1834.

Edward Smith J. P. Seal

Recorded the 14th day of January 1835

Benjamin Long, Sheriff
of Madison County
To Sead
Gus Fletcher

Recorded for Record
the 18th day of
November 1834

This Indenture made and entered into this seven-teenth day of November in the year of our Lord one thousand eight hundred and thirty four between Benjamin Long, Sheriff of Madison County and State of Mississippi of the one part and Gus Fletcher of the County and State aforesaid of the other part; Witnesseth that whereas W. B. Warner & C. J. Bayard merchants and partners in trade trading under the name, style & firm of Warner & Bayard on the twenty sixth day of November eighteen hundred and thirty three in the Circuit Court of Claiborne County in said State and by the judgment of the said Claiborne Circuit Court recovered against Robert J. McInty and Joseph L. Pierson late merchants trading under the name, style and firm of McInty and Pierson the sum of eleven hundred and eighty dollars besides their costs of suit and H. B. Pennington Riggs and Robert B. Watson in the name of Riggs & Watson in the said Claiborne Circuit Court and by judgment of said Court recovered against the said Robert J. McInty and Joseph L. Pierson merchants trading as aforesaid on the ^{21st} twenty sixth day of November eighteen hundred and thirty three the sum of nine hundred and forty eight dollars and nine cents besides their costs of said suit and whereas executions has been issued upon said judgments for the said amount

together with the proper costs of said suits directed to the Sheriff of Madison County, which executions was by the said Sheriff of Madison County levied upon the following property as the property of said McInty & Pierson to wit: Lot No. 4 Section 6 Township 7 Range three east Lot No. 6 Sec 6 Township 7 Range 3 East Lot No. 5 Square form & Lot No. 7 squares in the Town of Livingston, also the south half of the west half of the North west quarter of Section fourteen Township nine of Range two east and the North half of the East half of the north East quarter of section fifteen Range two east all lying and being in the County of Madison and State aforesaid and District of Choctaw all of which said lands and tenements after thirty days previous notice by advertisement in manner prescribed by law of the time and place of sale were offered by the said Sheriff to sell at public auction at the door of the Courthouse in the town of Canton in the said County of Madison between the hours prescribed by law at which time and place the said Mrs. Fletcher appeared and bid for the lot of land No. 6 Sec. 6 Township 7 Range 3 East containing eighty seven acres & ²⁵/₁₀₀ of an acre. (The same being offered for sale in separate parcels) the sum of one hundred dollars which was more than any other person did or would bid for the same and the said Mrs. Fletcher party of the second part having bid more for the said lot of land No. 6 Section six Township 7 Range 3 East as above described than any other person would bid therefor. Now this indenture witnesseth that for and in consideration of the sum of one hundred dollars aforesaid to the said party of the first part by the party of the second part in hand paid the receipt whereof is hereby acknowledged the said party of the first part has this day granted, bargained and sold and by these presents do grant, bargain and sell unto the said party of the second part the above described lot of land and appurtenances thereto belonging to have and to hold the said lot of land and appurtenances together with all the right title, interest & claim of the said Robert McInty in and to the said tract of land either at law or equity to the said party of the second part and to his heirs and assigns forever the said Benjamin Long Sheriff as aforesaid and party

2

of the first part have herewith set his hand seal
the day and year first above written

Benjamin Long Sheriff of Madison County

The State of Mississippi

Madison County Personally appeared before
me in my office Mammot J. Livingston Clerk of the Circuit
Court in and for said County Benjamin Long Sheriff
of Madison County and acknowledged that he signed
sealed and delivered the foregoing deed on the day and
year therein mentioned as his proper act and deed.

Given under my hand and seal of said
Court this 17th day of November 1834.
E. Livingston Clerk

Recorded the 15th day of January 1835.

Benjamin Long Sheriff
of Madison County
to Deed.
William Austin

Received for
Record the 18th
day of November
1834.

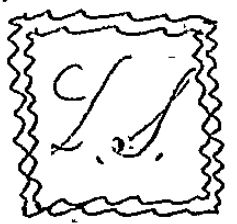
This Indenture made and entered into this seventh
-nth day of November in the year of Our Lord one
thousand eight hundred and thirty four between
Benjamin Long Sheriff of Madison County and state
of Mississippi of the first part and William A.
Austin of the County of Madison and state of Miss-
-issippi of the second part. Witnesseth that with-
-ch-as W. C. Warner and A. J. Bayard merchants
and partners in trade trading under the name firm
and style of Warner and Bayard on the twenty
sixth day of November, eighteen hundred and thirty
three in the Circuit Court of Claiborne County and
by the Judgment of said Court recovered against
Robert S. McInty and Joseph O. Pierson late mercha-
-nts trading under the name, style and firm of
McInty & Pierson the sum of eleven hundred and
eighty dollars with their proper costs of suit. And
also Romulus Riggs and Robert B. Herten in the name
of Riggs & Herten on the said twenty sixth day of November
eighteen hundred and thirty three in the said Claiborne
Circuit Court and by the Judgment of said Court
recovered against the said Robert S. McInty and
Joseph O. Pierson merchants trading as aforesaid the
sum of nine hundred and forty eight dollars and
nine cents together with their

proper costs of suit and (hereas) on the ninth day
of September eighteen hundred and thirty four writs
of fieri facias issued from the clerks office of
the said Blairborne Circuit Court on the Judgment
as aforesaid directed to the Sheriff of Madison
County and State aforesaid commanding him of
the goods and chattels lands and tenements of the
said Robert T. McTinty and Joseph C. Pinson to cause
to be made the aforesaid sums and costs of suits
with interest on said Judgments at eight percent
per annum untill paid and said writs of fieri
facias was returnable to the said Blairborne Circuit
Court on the fourth Monday of November eighteen
hundred and thirty four which said writs of fieri
facias was by the Sheriff of Madison County levied
on the following lands and tenements as the property
of the said Robert T. McTinty that is to say lot
No 6 Sec. 6 Township 7 Range 3 East and lot No 5
Square No 4 lot No 9 Square No 5 in the town of
Livingston. Also the south half of the west half of the
North west quarter of section fourteen Township nine
Range two East and the North half of the East half
of the North east quarter of section fifteen Range
two east all lying and being in the County of
Madison and State aforesaid and district of Choctaw
all of which said lands and tenements after
thirty days advertisement in manner prescribed by
law of the time and place of sale were offered
by the said Sheriff to sale at publick auction
at the door of the Courthouse in the town of Barton
in the said County of Madison between the hours
prescribed by law at which time and place the said
William T. Austin party of the second part appeared
and bid for lot No 6 Section 6 Township 7 of
Range 3 East containing eighty acres more or less
the sum of one hundred and six dollars which
was more than any other person did or would bid
for the same and the said Austin party of the
second part having bid more for the said lot of
land than any other person would bid therefor
Now this Indenture witnesseth that for and in consid-
eration of the sum of one hundred six dollars to the
party of the first part by the party of the second
part in hand paid the receipt whereof is hereby ack-
nowledged the said party of the first part has thus
bargained & sold and by these presents does grant, bar-
gain and sell unto the said party of the second part
the above described lot of land No 6 Sec 6 Range
3 East containing eighty acres more or less. To have and

to hold the said lot of land with all the appurtenances together with all the right, title, interest, claim and demand of the said Robert S. McIntosh in and to the said lot of land and appurtenances either at law or equity to the said William J. Martin party of the second part and to his heirs and assigns forever. In testimony whereof the said Benjamin Long party of the first part have hereunto set their hand and seal the day and date first above written.

Benjamin Long Sheriff Seal

The State of Mississippi
Madison County
Personally appeared in my office before me Samuel D. Livingston Clerk of the Circuit Court in and for said county and state Benj. Long Sheriff of Madison County and acknowledged the signing, sealing and delivering of the foregoing deed to be his act and deed.



Given under my hand and seal of said court this 15th day of November 1834
S. D. Livingston Clerk

Recorded the 16th day of January 1835.

Benjamin Long Sheriff
At No. 6
In Teste
Peter Dick &
Daniel Rice.

Received for
Record the 21th
day of November
1834.

This Indenture made and entered into this seventeenth day of November in the year of our Lord one thousand eight hundred and thirty four between Benjamin Long Sheriff of Madison County and State of Mississippi of the one part and Peter Dick and Daniel Rice of the county and State aforesaid of the other part witnesseth that whereas W. B. Warner & Co. Bayard merchants and partners in trade trading under the name, style and firm of Warner and Bayard on the twenty sixth day of November eighteen hundred and thirty three in the Circuit Court of Claiborne County in said State and by the Judgment of the said Claiborne Circuit Court recovered against Robert S. McIntosh & Joseph O. Pierson late merchants trading under the name, style & firm of McIntosh & Pierson the sum of Eleven thousand and

1167

eighty dollars besides their costs of suit and also
Marshall Riggs & Robert B. Nitch in the name of
Riggs & Nitch in the said claimant circuit court
and by judgment of said court recovered against
the said Robert McTinty & Joseph O. Pearson much
and trading as aforesaid on the twenty sixth day of
November eighteen hundred & thirty three the sum of
nine hundred and forty eight dollars & nine cents
besides their cost of said and whereas execution has
been issued upon said judgment for the said amounts
together with proper costs of said suits directed to the
Sheriff of Madison County which execution was by
the said Sheriff of Madison County levied upon
the following property as the property of the said McTinty
& Pearson to wit: Lot No 1 Section 6 Township 7 Range
3 East Lot No 6 Sec. 6 Township 7 Range 3 East Lot
No 5 square 4 & Lot No 9 square 5 in the town of Living-
ston. Also the south half of the west half of the
north west quarter of section fourteen Township nine
of Range two east & the south half of the east half of
the north east quarter of section fifteen Range two east
all lying and being in the County of Madison & State of Ten-
nessee & District of Choctaw all of which said lands &
tenements after thirty days previous notice by advertisement
in manner prescribed by law of the time & place of sale
even offered by the said Sheriff to sale at public auc-
tion at the door of the courthouse in the town of
Martins in the said County of Madison between the hours
prescribed by law at which time & place the Robert Dick &
Daniel Rice appeared & bid for the lots 5 & 9 in square
5 in the town of Livingston the same being offered for
sale in separate lots for the sum of forty six dollars and
fifty cents which was more than any other person did
or would bid for the same & the said Robert Dick & Daniel
Rice party of the second part having bid more for the said
lots No 5 and No 9 in square five as above described than
any other person would bid therefor. Now this indenture
witnesseth that for and in the consideration of the sum
of forty six dollars & fifty cents aforesaid to the said party
of the first part by the party of the second part in hand
paid the receipt whereof is hereby acknowledged the said
party of the first part has this day granted, bargained
& sold & by these presents do grant, bargain & sell unto the
said party of the second part the above described lots
of land & appurtenances thereunto belonging. To have and
to hold the said lots of land & appurtenances together
with all the right, title, interest & claim of the said
Robert S. McTinty in & to the said lots of land either at

law or equity to the said party of the second part and
to his heirs and assigns forever the said Benjamin Long
Sheriff as aforesaid & party of the first part have her-
unto set his hand and seal this day and year
first above written

Benjamin Long Sheriff County

The State of Mississippi

Madison County
personally appeared
before me in my office Samuel S. Livingston
Clerk of the Circuit Court in and for said County
Benjamin Long Sheriff of Madison County & acknow-
ledged the signing, sealing & delivering of the within deed
to be his act & deed

L.S.

Given under my hand and seal of said
Court this 26th day of November 1834.
S. S. Livingston Clerk

Recorded the 16th day of January 1835.

James M. Baker &
James b. Napier
To Deed
Nathan Warren

Received for Record
the 16th day of
January 1835.

This Indenture made this 20 day of November
in the year of our Lord one thousand eight hundred
and thirty four between James M. Baker & James
b. Napier of the County of Madison and state of Tennessee
of the one part and Nathan Warren of the County
of Madison and state of Mississippi of the other
part whereas the said Baker and Napier in & by their
three certain Bonds or writings obligatory under their
hands & seals bearing date herewith standeth bound
unto the said Nathan Warren in the sum of eleven
thousand four hundred and eighty five dollars the
payment of which said sum of money is to be
made by the said Baker & Napier to the said Warren
in the following manner to wit: the sum of
three thousand seven hundred dollars on or before
the first day of May A. D. 1835 the sum of three
thousand seven hundred dollars on or before the first
day of May A. D. 1836 and the sum of four thou-
sand and eighty five dollars on or before the first
day of May A. D. 1837 as in and by the said
three recited Bonds or obligations relation being there-
unto had more fully and at large appears. Now
this indenture witnesseth that the said James M. Baker
& James b. Napier as well for in consideration of the

111

aforesaid debts or sums of money making in all
 the said sum of eleven thousand four hundred
 & eighty five dollars and for the better securing the
 payment thereof unto the said Nathan Warren his
 executors, administrators and assigns in discharge
 of the said recited three Bonds or obligations as for
 the further sum of one dollar to them in hand paid
 by the said Nathan Warren at and before the sealing
 & delivering hereof the receipt whereof is hereby acknow-
 ledged hath granted, bargained, sold, aliened, conveyed
 & confirmed and by these presents doth grant, bargain,
 sell alien convey and confirm unto the said Nathan
 Warren his heirs and assigns the following tract or tracts
 parcel or parcels of land lying in the County of Madison
 and State of Mississippi to wit the west half of North East
 fourth Section No 33, the west half of the North West fourth
 and North half of the west half of the South West fourth
 of Section No 34, the North East half of North East fourth
 of Section No 33, the East half of the North East fourth of
 Section No 33, the West half of the South East fourth of
 Section No 33, of Township ten Range four East
 containing by Estimation four hundred and forty
 acres be the same more or less together with all and
 singular the buildings, improvements, hereditaments
 and appurtenances whatsoever thereto belong and
 also by these presents doth bargain, sell, alien convey
 and confirm unto the said Nathan Warren his
 heirs assigns the following six Negroes Slaves to wit
 Sawney about twenty five years of age Richmond
 same age Catey twenty three years old Mary sixteen
 years old Sibby fifteen years old and Delia Abney
 five years old to have and to hold the said tract
 of land, hereditaments and premises hereby granted
 with the appurtenances and the said six negroes
 herein mentioned unto the said Nathan Warren his
 heirs and assigns forever. Provided, always nevertheless
 that if the said James M. Baker & James M. Kaper
 their heirs, executors or administrators shall
 and do well and truly pay or cause to
 be paid unto the said Nathan Warren
 his executors, administrators or assigns
 the aforesaid debt or sum of Eleven thousand
 four hundred & eighty five dollars on
 the days & times therein before mentioned
 and appointed for payment thereof accor-
 ding to the tenor & effect of the said
 three recited obligations or Bonds without
 any fraud or further delay & without any

State of Mississippi do hereby certify that
 the within bonds have been received and
 the satisfaction for the debts intended to be
 secured by the same, Mortgage and
 bonds, release and forever discharge the
 property therein conveyed from all further
 liability for said debts
 Given under my hand and seal
 this 17th day of September 1858
 Nathan Warren

deduction, defalcation or abatement whatsoever and the estate & property granted as the said recited three Bonds or obligations shall cease determine and become absolute & null and void to all intents & purposes any thing herein before contained to the contrary in any instrument standing.

In witness whereof we the party of the first part have hereunto set our hands and seals the day and year before herein written.

Signed, Sealed and delivered James M. Baker Seal in presence of us James C. Napier Seal

The State of Mississippi Personally appeared before Madison County me William J. Finca acting justice of the peace in and for the County of Madison James M. Baker and James C. Napier and both acknowledged that they signed, sealed and delivered the within Mortgage to be their voluntary act and deed.

Given under my hand and seal this 20th day of November 1835

Recorded the 16th day of January 1836 William Finca J.P. Seal

Samuel McCall's wife & R. A. Cain and wife To Deed of Conveyance Francis Tidwell

Received for Record the 16th day of January 1836

This Indenture made this twenty third day of November one thousand eight hundred and thirty five between Samuel McCall and Rebecca his wife one Richard A. Cain and Nancy his wife of the one part and Francis Tidwell of the other parts all of the County of Madison and State of Mississippi Witnesseth that the said Samuel McCall & Rebecca his wife and Richard A. Cain and Nancy his wife for and in consideration of the sum of Two thousand five hundred dollars to them in hand paid the receipt whereof is hereby acknowledged have this day bargained, sold, aliened, conveyed and conveyed unto the said Francis Tidwell his heirs and assigns forever all that certain tract or parcel of land lying and being in the County aforesaid and described in the District of lands directed to be sold at

413

Mount Salem Circuit District at the NW 1/4 of Section 9 Township 6 in Range 3 East S.W. 1/4 of Section 9 Township 8 Range 3 East S.E. 1/4 of Section 8 Township 8 Range 3 East North 1/2 of E 1/2 S.W. 1/4 of Section 8 Range 3 East N.W. 1/2 S.W. 1/4 of Section 8 Township 8 Range 3 East N.E. 1/2 of the E 1/2 of the S.E. 1/4 Section 17 Township 8 R 3 E Containing in all five hundred and twenty acres be the same more or less. To have and to hold the above described tract or parcel of Land with the tenements and appurtenances thereto belonging, or in anywise appertaining unto the said Francis Tidwell, his heirs and assigns forever and the said Samuel McCall and Rebecca his wife and Richard A. Cain and Nancy his wife for themselves their heirs, executors and administrators do warrant and will forever defend the title to the above described land and hereby granted premises unto the said Francis Tidwell his heirs and assigns from and against the said Samuel McCall and Rebecca his wife and Richard A. Cain and Nancy his wife and all and every person or persons claiming or holding under them and also against the lawful title claim or demand of all and every person or persons whatsoever claiming or holding by, from or under the government of the United States.

In testimony whereof the said Samuel McCall and Rebecca his wife Richard A. Cain & Nancy his wife have hereunto set their hands and seals the day and year above written.
 Signed Sealed and delivered Samuel McCall Seal
 in the presence of

Rebecca McCall Seal
 R. A. Cain Seal
 Nancy Cain Seal

The State of Mississippi
 Madison County

This day personally appeared before the undersigned Justice of the peace in and for said County and State Samuel McCall & Richard A. Cain who acknowledged that they signed, sealed and delivered the within Deed of Conveyance for the purposes therein contained also Rebecca wife of Samuel McCall & Nancy wife of Richard A. Cain who acknowledged on examination apart from their husbands that they signed & sealed the same without any fear or threats from their husbands

Acknowledged before me Coleman Nichols J.P. Seal
 January the 9th 1833. Recorded 11th of January 1833

John Stocumb
To Deed
James Wye

474
Received for Record
the 14th day of
January 1835.

This Indenture made this 8th day of April 1834 between John Stocumb of the County of Franklin State of Mississippi of the one part, and James Wye of the County of Madison and State aforesaid. Witnesseth that the said John Stocumb for and in consideration of the sum of two hundred dollars to him in hand paid by the said James Wye the receipt whereof is hereby acknowledged has granted, bargained sold and conveyed unto the said James Wye and his heirs forever all that tract or parcel of land situate lying and being in the County of Madison and State aforesaid and described as follows to wit, the west half of the south west quarter of Section Number twenty two Township number nine Range No 1 west and containing 60 3/4 acres To have and to hold the said bargained and sold premises and appurtenances unto the said James Wye and his heirs & forever and the said John Stocumb for himself and his heirs & Co covenants with the said Wye and his heirs & Co that he has good right and lawful authority to bargain and sell the same in manner and form above written and that he will warrant and forever defend the same to the said Wye and his heirs & Co from the Claim of himself and all others claiming by thro. or right in him and from the Claim of all other persons. In witness whereof the said John Stocumb has hereunto set his hand & seal the date above written.

Witness
Eli Huston
Pro. J. Wetherpoon

John Stocumb Seal

State of Mississippi
Franklin County
Personally appeared before the undersigned Clerk of the Circuit Court in and for the County and State aforesaid John Stocumb the grantor in the within deed heretofore acknowledged that he signed, sealed and delivered the same to the within named grantee for the purposes therein mentioned

Given under my hand and seal this 5th day of April 1834.
Pro. J. Wetherpoon Seal

Recorded the 19th day of January 1835.

1175
William C. Harrell
J. B. Deed
William Comfort

Received for Record
the 18th day of Decem-
ber 1834.

This Indenture made
this 18th day of December one thousand eight hundred
and thirty four between William C. Harrell of the
County of Madison and State of Mississippi of the
one part and William Comfort of the County and
State aforesaid of the other part witnesseth that the
said party of the first part for and in consideration
of the sum of eighty dollars in hand paid before
the signing, sealing and delivering of these presents
the receipt whereof is hereby acknowledged hath granted,
bargained, sold, remised, released, Confirmed and
Conveyed and by these presents doth granted, bargain
sell, remise, release, confirm and convey unto the
said William Comfort of the second part his heirs
and assigns forever a certain tract or parcel of land
situated, lying and being in the County of Madison
and State of Mississippi to wit; it being a part
of the East half of the south west quarter of Section
thirty three, Township nine range two east East
to wit; beginning at the south west corner of said
eighth thence running due north two rods to a
stake thence angling across the said eighth north
east thence to the south east corner thence to the
south west corner to the beginning corner so as
to include eight Acres. to have and to hold all
~~and~~ singular the before mentioned and described
tract of land together with all the rights, privileges,
immunities and appurtenances whatsoever therunto belo-
nging or in any wise appertaining unto the said
William Comfort his heirs and assigns forever and the
said William C. Harrell for himself his ^{his} heirs doth
by these presents warrant and forever defend all
singula the before mentioned and described
parcel or tract of land with all the rights, priv-
ileges, immunities and appurtenances therunto
belonging or in any wise appertaining unto the said
William Comfort and his heirs from the claim or
claims of all and every person and persons whatsoever
in testimony whereof the said William C. Harrell
hath set his hand and seal this 18th day of
December one thousand eight hundred and thirty
four
Wm. C. Harrell Seal

476

The State of Mississippi
Madison County
Personally appeared before
the undersigned Justice of
the peace in and for the County aforesaid Wm. E. Har-
nold and acknowledged that he signed sealed and
delivered the within indenture to be his voluntary
act and deed.

Given under my hand and seal this 18th
day of December 1834 William F. Feltz

Recorded the 19th day of January 1835.

Nathaniel H. Feltz &
wife
To Deed
James B. Russell

Received for
Record the 12th day
of January 1835.

This Indenture made
and entered into this twenty eighth day of October
in the year of our Lord one thousand eight hundred
and thirty four between Nathaniel H. Feltz &
Eliza H. Feltz of the County of Madison and State
of Mississippi of the one part and James B.
Russell of the aforesaid County and State of the
other part Witnesseth that for and in consideration
of the sum of five thousand and fifty dollars
in hand paid the receipt of which is hereby acknow-
ledged. The party of the first part have bargain-
ed and sold and they these presents do bargain
and sell to the party of the the following tracts
or parcels of land known and numbered as fol-
lows (to wit) The south west quarter of section twen-
ty five of Township nine of Range two east of
The east half of the north East quarter of section
twenty five of Township nine of Range two
East. The north half of the west half of the
North east quarter of section thirty five of
Township nine of Range two East and the
North half of the east half of the north
west quarter of section thirty five of town-
ship nine of Range two East all lying
and being situated in the County of Madison
and State of Mississippi on Bear Horns and
containing three hundred and twenty acres
more or less. To have and to hold the afore-
said tracts or parcels of land with all its
appurtenances to the only proper use and beho-
of of him the said Russell and his assigns.

And the party of the first part do for themselves their heirs and assigns covenant and bind themselves to the party of the second part that they have a good and indefeasible title in and to the aforesaid tracts or parcels of land and that they will forever warrant and defend to the said James B. Russell his heirs and assigns a good and sufficient title in fee simple against the claim or claims of all and every person whatsoever.

In testimony whereof we the party of the first part have hereunto set our hands and seals this day and date above written

Nathaniel H. Felts Seal
Eliza H. Felts Seal

State of Kentucky
Logan County
We Philip C. Slaughter and Charles Rhea acting Justices of the Peace in and for the County and State aforesaid do hereby certify that the within named Eliza H. Felts this day came before us in the County aforesaid and being by us examined privately and apart from her husband N. H. Felts declared that she did freely and willingly seal and deliver the within Deed to James B. Russell and wishes not to retract it and acknowledged the said writing again shown and explained to her to be her act and deed and consenteth that the same may be recorded all which is hereby certified to all whom it may concern.

Given under our hands and seals this 14th day of November 1834

Philip C. Slaughter Seal
Charles Rhea Seal
\$1 Clerk
\$1 Justice
\$2 paid by J. Haden

State of Kentucky
Logan County
I Mannadulle B. Norton Clerk of the said Logan County Court do hereby certify that Philip C. Slaughter and Charles Rhea Esqrs. whose names are signed to the above certificate of acknowledgment were and were at the time of signing the same acting Justices of the Peace in and for the County aforesaid duly commissioned and qualified according to law and that due faith and credit is and ought to be given to all their official acts as such. In testimony of which I hereto set my hand and affix the seal of said County Court this 14th day of November 1834.

Mannadulle B. Norton

418

State of Kentucky
 Logan County, Ky. I William L. Harding an acting justice of the peace in and for the County of Logan (the presiding Justice being absent) do hereby certify that Norman Duke B. Morton whose name is signed to the same is both of the said Logan County Court duly appointed and qualified as such and that said Certificate is in due form of law.
 Given under my hand and seal this 14th day of November 1834. Wm. L. Harding J.P.

Recorded 20th Jan. 1835.

Joseph Smead & wife
 Do Deed
 Alexander Smead.

Received for Record
 the 7th day of
 January 1835.

The State of Mississippi
 Madison County
 This Indenture made this thirteenth day of December in the year of our Lord one thousand eight hundred and thirty four between Joshua Smead and Mary Smead his wife of the first part and Alexander Smead of the second part both of the County and State aforesaid Witnesseth that the said party of the first part for and in consideration of the sum of fifty dollars to them in hand paid by the party of the second part the receipt whereof is hereby acknowledged hath bargained and sold and by these presents doth bargain and sell unto the said party of the second part and to his heirs and assigns forever all of the tract or parcel of land being the N^W of E¹/₂ of the N^W of Section 22 T¹ N¹ of R¹ E together with all and singular the incidents and appurtenances therunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, claim or demand whatsoever of them the said party of the first part either in law or equity of, in addition to the above bargained premises and every part and parcel thereof to have to hold to the sole & only proper use, benefit & behoof of the said party of the second part his heirs & assigns forever in witnesses whereof we have hereunto set our hands & affixed our seals the day & date above written.

Attest
 Charles Reynolds, J.P.

Joshua Smead
 Mary Smead

I do remembered that on the 13 day of December 1834 came before me Charles S. Runnels one of the acting Justices of the Peace in and for the above named County the within named John Smead and Mary Smead his wife known to me to be the persons described in, and who have executed the within deed; and acknowledged that they severally signed sealed and delivered to the said deed for the use and purpose therein mentioned; and the said Mary Smead being by me privately examined, apart from her husband acknowledged that she executed the said deed, without any fear or compulsion of her said husband, all of which I do accordingly certify agreeable to the Statute in such case made and provided

Attest
Charles S. Runnels J.P.

Emmery

Recorded the 21th day of January 1835

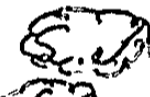

John Germany Jr
and wife
To 3 Deed
John Alworth

Received for Record
the 6th day of
January 1835

This Indenture, made the sixth day of January A.D. eighteen hundred and thirty five between John Germany Jr. and Mary his wife of the County of Madison and in the State of Mississippi of the one part and John Alworth of the County and State aforesaid of the other part, Witnesseth, that the said John Germany Jr. and Mary his wife for and in consideration of the sum of three thousand two hundred dollars to them in hand paid by the said John Alworth at and before the sealing and delivering hereof, the receipt whereof we do hereby acknowledge and thereof acquit and forever discharge the said John Alworth his heirs, executors and administrators by these presents have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said John Alworth and to his heirs and assigns forever all that tract or parcel of land known and designated as the $\frac{1}{2}$ of the $\frac{1}{4}$ of Section No 21 Township No 9 of Range 2 East and the $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{4}$ of Section No 21 Township No 9 of Range No 2 East and the $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{4}$ of Section No 22 of Township No 9 of Range No 2 East containing one hundred and sixty acres together with all and singular the appurtenances therunto belonging or in anywise appertaining. And also all the estate

right, title, interest, property, claim and demand whatsoever of them the said John Germany and Mary his wife in law or equity, or otherwise howsoever, by, in, to, or out of the same. To have and to hold, the said land, and premises hereby granted, with the appurtenances, unto the said John Elsworth his heirs forever in Fee Simple, to the only proper use and behoof of the said John Elsworth his heirs and assigns forever. And the said John Germany Sr. and Mary his wife for themselves, their heirs, executors and administrators doth covenant, promise and agree to and with the said John Elsworth his heirs and assigns by these presents, that we the said John Germany Sr. and Mary his wife and their heirs the said above mentioned and described land and premises hereby granted with the appurtenances unto the said John Elsworth his heirs and assigns against them the said John Germany Sr. and Mary his wife and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and forever defend by these presents. In testimony whereof the said John Germany Sr. and Mary his wife have hereunto set their hands and affixed their seals the day and date first above written.

Signed, sealed and delivered
in presence of

John Germany Sr. 
Mary Germany 

The State of Mississippi
Madison County
Personally appeared before me O. J. Pack Deputy for J. D. Livingston Notary of the Circuit Court in and for said County John Germany who acknowledged that he signed, sealed and delivered the within deed as his act and deed on the day and year therein mentioned. Also personally appeared before me Mary Germany the wife of the said John Germany and after being examined separately and apart from her said husband acknowledged that she signed, sealed and delivered the within deed on the day and year therein mentioned without any fear, threat or compulsion of her said husband.

Given under my hand and seal of said Court this 6th day of January 1835.
J. D. Livingston Notary
By O. J. Pack. Deput.

Recorded the 20th Jan. 1835.

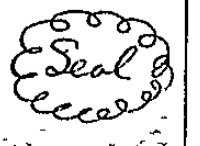
W^m. M. Haden & wife
 To ³ Deed
 William Comfort
 this 7th day of January one thousand eight hundred and thirty three, between William M. Haden and Eliza R. Haden his wife of the County of Madison and State of Mississippi of the first part and William Comfort of the County and State aforesaid of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of one hundred dollars in hand paid before the sealing and delivering of these presents the receipt whereof is hereby acknowledged, hath granted bargained, sold, remised, released, confirmed and conveyed and by these presents doth grant, bargain, sell, remise, release, confirm and convey unto the said party of the second part his heirs and assigns forever a certain tract or parcel of land, situate lying and being in the County & State aforesaid, to wit, the West half of the South West quarter of Section number thirty one, Township number nine, of range number three east, in the Choctaw district and north of the thirty first degree of latitude. To have and to hold all and singular the before mentioned & described tract or parcel of land, together with all the rights, privileges, immunities & appurtenances whatsoever thereto belonging or in anywise appertaining unto the said William Comfort his heirs and assigns forever, and the said party of the first part for themselves their heirs, doth by these presents, warrant and forever defend all and singular the before mentioned and described tract or parcel of land with all the rights, privileges, immunities and appurtenances thereto belonging or in anywise appertaining unto the said William Comfort his heirs from the claim or claiming of all and every person and persons whatsoever, in testimony whereof the said William M. Haden & Eliza R. Haden his wife have set their hands and seals this 7th day of January one thousand eight hundred and thirty three

W^m M. Haden
 Eliza R. Haden



ss. State of Mississippi
 Madison County
 Personally Came before me Josiah Newnan Esquire one of the justices of the peace in and for the County aforesaid, William M. Haden and acknowledged that he signed, sealed and delivered the foregoing instrument as his act and deed for the purposes therein contained & on the day and year therein written. Given under my hand and seal this 7th day of January one thousand eight hundred and thirty three -

Josiah Newnan J.P.



SS. State of Mississippi
 Madison County
 Personally appeared before me
 Josiah Norman Esqr. one of
 the justices of the peace in & for the County aforesaid Eliza R.
 Haden wife to William M. Haden as aforesaid, who, on a
 private examination apart from her said husband, acknowledged
 that she signed sealed and delivered the foregoing instru-
 ment as her act & deed freely & voluntarily without any fears
 threats or compulsion from her said husband for the purposes
 therein contained & on this day and year therein written
 Given under my hand and seal this 7th day of January 1833

Josiah Norman Esqr. (Seal)

Received for Record 19th day of December 1834 & Recorded
 21 January 1835

Thomas Reed
 Caleb Reed
 + wife
 To Deed
 Thomas B. Hadley

Received for Record 5th January
 1835

This Indenture made and
 entered into this thirtieth day of
 December in the year of our Lord eighteen hundred & thirty four
 between Thomas Reed & Caleb Reed and Martha S. the wife of
 the said Caleb Reed of the State of Mississippi and County of
 Madison, party of the first part and Thomas B. Hadley of
 said State and the County of Hinds party of the second part
 Witnesseth, that the said party of the first part for and in
 Consideration of the sum of twenty six thousand eight hundred
 and ninety five dollars to them in hand paid at or before
 the sealing of these presents, the receipt whereof is hereby
 acknowledged & the said party of the second discharged and
 released therefrom. Hath granted, bargained, sold, aliened, confirmed
 and delivered, and doth hereby grant, bargain, sell, alien, confirm
 and deliver unto the said party of the second part, all and sin-
 gular, each and every part and parcel of the following descri-
 bed Chatters real and personal, to wit, the following Slaves, Ludy
 and Aggy her child, Susan Pollard, Rial, Willson, Ailday,
 George, Alabama Tany & her child Washington, Mariah and her
 two children Henry and Joe, Ailly, Nancy, Lacey and Ollie M.
 The following horses to wit, Peter, Kate, John Kentuck, Priner,
 Pompey and Gray, all of our Cattle and hogs together with
 our mark & brand, & also the hogs & mark bought of the
 Estate of McCaffrey, with the exception of six milch Cows
 & Calves to be taken by said Reed out of the said Stock of Cattle
 & some Sows and pigs in the McCaffrey mark and a few
 shoats in said Reed's mark now remaining with them & also
 seventeen hundred bushels of Corn and fifteen thousand four
 of fodder, one waggon and four yoke of oxen one lot of

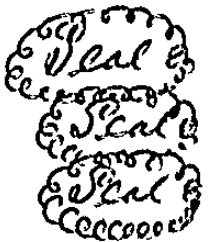
farming utensils, to wit, 12 y^{rs} plowing hoes & mattocks, 3 axes
 11 reeking hoes, 2 hammers, 12 ploughs, 12 sets gear & 12 double
 trees also the following described tracts or parcels of land, to wit,
 the west half of the south west quarter of section thirty, Town 8
 Range one west, containing eighty acres, more or less, in the Choctaw
 District granted to Malakiah Howell by patent, bearing date the
 1st day of April 1829. Records in vol. 8 page 28, also the West
 1/2 of the N.W. 1/4 of Section 31 of the same Range & Township
 & granted to said M. Howell by patent bearing date the first day
 of May 1828 & recorded in vol. 7 page 30, and afterwards sold
 by said M. Howell to said Caleb Reed his heirs & c^o by deed bearing
 date the 19th day of May 1831 also the E. 1/2 of the N.W. 1/4 of
 Section No 31. Town No 8. R. 2 West, purchased of the United States
 by said Caleb Reed as appears from receivers receipt No. 6575
 and dated Mount Airy 15th October 1830, also the W. 1/2 & E. 1/4 of
 Section thirty Township 8. Range one west purchased by George J
 Ogden of the United States and sold by him to Caleb Reed his heirs
 & c^o by deed dated the 6th Dec^r 1831, also all of the E. 1/2 of the N.W.
 1/4 of Section No 31 granted to John H. Guin by patent bearing
 date the 21st day of April 1826 & recorded in vol. 4 page 7 and
 sold to the said Caleb Reed his heirs & c^o by John H. Morris
 administrator of the Estate of said Guin dec^d by deed dated
 15th Oct 1832 excepting twenty two acres of the same beginning
 at the South West Corner of the same and sold by said party of
 the first part to William Denison by and dated 17th July 1833
 and Recorded in the Clerk's office of the County of Madison
 in Book B. pages 23 & 24 also the E. 1/2 & E. 1/4 of Sec No 25 in
 Town 8 of Range 2 West granted to the said Caleb Reed by
 Patent bearing date the 5th January 1831. and recorded in
 vol. 9 page 259. Containing 80 & 5/100 acres more or less
 also the E. 1/2 & E. 1/4 of Section No 30. in Township Eight of Range
 one West, granted to John Howls by patent dated 8th April
 1829 and recorded in vol. 8. page 113. Sold by the said Howls to
 James Howls by deed dated the day of 18- and sold
 by said James Howls to said Caleb Reed his heirs & c^o by deed
 dated the 17th June 1829 & recorded in the Clerk's office of Madison
 County in book of Deeds pages 824 & 83. also E. 1/2 & E. 1/4 of Section
 No 31. in Township No 8. of Range No 2 West purchased of
 the United States by James C. Dickson and sold by said Dickson
 to said Caleb Reed by deed dated the 3^d day of April 1832
 also twenty two acres of the N.E. 1/4 of Sec 31. sold by William
 Denison & Mary his wife by deed dated the 17th July 1833 to the
 said Caleb & Thomas Reed their heirs & c^o and also two acres
 of land on which the Gin & Mill are built one acre was
 sold to said Caleb Reed his heirs & c^o by Samuel Duke and
 Virginia his wife by deed dated 21st Feb^y 1833. and the other
 acre situate in the South West Corner of the West 1/2 of the
 N.E. 1/4 of Section 30. to be laid off to the best advantage to

Sunt the gun 20 to 200 Calib Reed by J.M. Camp by his bond for titles dated the 21st day of February 1833 -

It have and to hold the above described personal property as also the above described premises with all the rights privileges, immunities and appurtenances of. Whosoever nature thereunto belonging, unto the said Thomas B. Hadley his heirs, administrators and assigns in fee simple forever and the said party of the first part for their heirs and assigns doth forever warrant & defend the title of the above described property real and personal to be from the claim or claims of any person or persons claiming by, through or under them their heirs or assigns & to be free from the claim or claim of any person or persons, Whosoever unto the said party of the second part, his heirs and assigns in fee simple forever. In testimony whereof the party of the first part have hereunto set their hands and affixed their seals the day and year above written.

Witnesses
Daniel Allen
A. M. Loughlin.

Thomas Reed
Caleb Reed
Martha S. Reed



State of Mississippi
County of Madison
Personally appeared before me a justice of the Peace in & for said County, Thomas Reed & Caleb Reed whose names are attached to the above deed and acknowledges, that they signed sealed and delivered it for the purposes and uses therein mentioned as their act and deed and also Martha S. Reed who being interrogated by me separately and apart from her husband acknowledges, that she signed sealed and delivered the above deed as her voluntary act and deed freely without any fear, threats or compulsion of her husband
Acknowledged before me this 31. day of December 1834.

Edward Smith J.P. Seal

Recorded 21st of January 1835
(4)

William Calkin
& Wife's Deed

Received for Record 27th
Nov. 1834

James C. Napier
This Indenture made the fifteenth day of November in the year of our Lord and thousand eight hundred and thirty four, between William Calkin and his wife Arden of the County of Madison in the State of Mississippi of the one part and James C. Napier of the County of Haney in the State of Tennessee of the other part, Witnesses that the said William Calkin and his wife Arden for and in Con-

Liberation of the sum of eight thousand two hundred and unity dollars to them in hand paid by said James C Napier, before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, hath given granted bargained sold and conveyed and by these presents doth sell & convey unto the said James C Napier eight hundred and twenty nine acres more or less of land lying and being in the County of Madison and in the State of Mississippi and known and distinguished on the map at the land office at Mount Salub as the East half of the South East quarter and the East half of the North East quarter and the West half of the South East quarter of Section thirty six in Township nine of Range three East and the West half of the South East quarter and the North half of the East half of the South East quarter and the South half of the East half of the North West quarter South half of the East half of the South West quarter of Section one in Township eight of Range three East and the East half of the South East quarter & the South half of the East half of the North East quarter of Section twelve Township eight of Range three East and South half of the West half of the North West quarter and the West half of the West half of the North West quarter & the North half of the West half of the South West quarter of Section six Township eight of Range four East and the West half of the South West quarter of Section seven Township eight of Range four East and the South half of the East half of the South West quarter of Section twenty nine of Township nine of Range four East and the West half of the North East quarter of Section thirty two Township nine of Range four East containing in the whole eight hundred and twenty nine acres more or less together with all and singular the rights members hereditaments and appertinances to the said premises incident or in anywise appertaining To have and to hold all and singular the premises before mentioned unto the said James C Napier his heirs and assigns against any heirs and against every person who in lawfully claiming or to claim the same or any part thereof Witness our hands and seals this the 15th day of November A.D. 1834 and of the Sovereignty of the State

Test
William Wornen

William Calkin (Seal)

Amey Calkin (Seal)


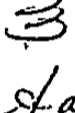
The State of Mississippi
Madison County 3 Personally appeared before me William Wornen an acting justice of the peace

in & for the County and ^{4 3/4} State of aforesaid William Calkin
and a acknowledges that he signed sealed and delivered
the within indenture to be his voluntary act and deed
also at the same time, Army Calkin the wife of the
aforesaid William Calkin and after a private examina-
tion separate and apart from her said husband a know-
edges that she signed sealed & delivered the same, also
relinquished all her dower right, title, and claim to the
within named premises. Given under my hand and seal
this 15th day of November 1834

William Joiren 

Aaron D. Matheny
& Wife
3 Deed
Harrison Jourdan

Received for Record
15th December 1834

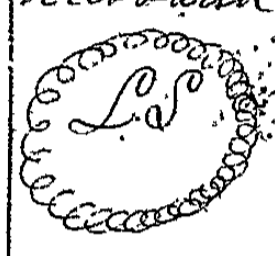
Madison County 
State of Mississippi  This Indenture, made and
entered into, between Aaron D. Matheny and Mary Matheny
his wife of the aforesaid County and State of the first part
and Harrison Jourdan of the same County and State
of the other part, Witnesseth, that the said party of the
first for and in consideration of the sum of four hun-
dred and eighty dollars, paid to them by the party of the
second part, the receipt whereof they do hereby acknowledge
have bargained sold aliened conveyed and confirmed and by
these presents doth bargain sell alien convey and confirm
unto the said party of the second part his heirs and assigns
all their right title and claim to a certain tract of land
lying and being in the County and State aforesaid and
known and described as follows to-wit, the N 1/2 S 1/4
of Section No 11. S. 8. R. 2. East, together with all its tenements
hereditaments & appurtenances therunto belonging or
in anywise therunto appertaining, to have hold use
occupy & possess the said land tenements & hereditaments
unto the said party of the second part, his heirs assigns
and administrators forever, & the said party for them-
selves their heirs and assigns, & administrators do agree
and bind themselves to warrant & defend the said land
and tenements to the said party of second part his heirs
and administrators against all claims and demands
whatsoever and of from & against all and every person or
persons lawfully claiming or to claim & of from & against all
dowers encumbrances and encumbrances forever
In testimony whereof we do hereunto set our hands and
Seals this 15th day of December 1834

487 ~~James M. Matheny~~ (Seal)

Mary M. Matheny (Seal)

The State of Mississippi
Madison County. Personally appears before me
Samuel S. Livingston Clerk of the Circuit Court in and
for said County Arrow D. Matheny & Mary M. Matheny
his wife & acknowledges the signing sealing and delivering
of the foregoing deed to be their act and deed the said
Mary M. Matheny being by me examined separately and
apart from her said husband acknowledged that she signed
sealed and delivered the foregoing deed freely and volun-
tarily without the fear threats or compulsion of her said
husband

Given under my hand and seal
this 15th day of December 1834



S. S. Livingston Clerk

William H. Bole & wife
No. 3 Deed
Received for Record
16th day of January 1835

Samuel S. Young
This Indenture made
this 11th day of January A.D. 1835 between William H.
Bole of Madison County in the State of Mississippi &
Oliver his wife of the one part and Samuel S. Young
of the County and State aforesaid of the other part,
Witnesseth, that in Consideration of five thousand nine
hundred and fifty eight dollars and fifty Cents to them
in hand paid by the said Samuel S. Young at and
before the sealing & delivering these presents, the
receipt whereof they do hereby acknowledge and
thereof acquit and forever discharge the said Samuel
S. Young his heirs executors, administrators and
assigns by these presents, have bargained sold released &
Confirmed & do hereby grant bargain sell release and
Confirm unto said Samuel S. Young his heirs and assigns
forever certain tracts or parcels of land described as
follows to wit; The N²W² N.W. 1/4 & the N¹/2 N.W. 1/4 of
Section No 5 Township No 9 Range No 3 East - also
the N²E² N.E. 1/4, the N²E² S.E. 1/4 & the E¹/2 N.E. 1/4 of Section
No 6 Township 9 Range 3 East - also the E² N.E. 1/4 of Section
No 7 Township No 9 Range No 3 East and also the N²E² N.E. 1/4
of Section No 31 Township No 11 Range 3 East containing
in all about 397 be the same more or less; together with
all the privileges, improvements, hereditaments and
appurtenances therunto belonging and also all the
estate, title, right interest and demands whatsoever

485

of the said William H. Bole and Eliza his wife in law,
 or equity or otherwise howsoever, of, to, in or out of the same
 to have and to hold the said tract or parcels of land hereby
 granted or mentioned or intended to be with all the
 appurtenances belonging thereto unto the said Samuel
 Young his heirs and assigns forever, and the said
 William H. Bole and Eliza his wife, against themselves
 their heirs administrators & assigns and against the lawful
 or equitable claims of all persons whatsoever, do hereby Covenant
 agree & bind themselves their heirs executors administrators to
 warrant and defend the aforesaid tract or parcels of land
 to the said Samuel S. Young his heirs and assigns forever
 together with all the privileges & appurtenances thereunto
 belonging -

The Writings whereof the said William H. Bole and
 Eliza his wife have hereunto affixed their hands and seals
 this day and year first above written

Signed Sealed & delivered
 in presence of

W. H. Bole (Seal)

Eliza Bole (Seal)

The State of Mississippi
 Madison County } Personally appeared before me
 Samuel S. Livingston Clerk of the Circuit Court in and
 for said County William H. Bole & Eliza Bole wife of the
 said William and acknowledged that they signed sealed
 and delivered the within deed on the day and year
 therein mentioned as their own proper act and deed
 the said Eliza being examined by me separate and apart
 from her said husband, acknowledged that she signed
 sealed and delivered the within deed freely of her own
 accord without the fear threats or coercion of her said
 husband

Given under my hand and
 seal of said Court this 16th day
 of January 1835
 S. S. Livingston Clerk

(Seal)

Recorded 22^d day of January 1835

Isaac Coldwell &
 H. G. Rannels
 to Deed
 A. D. Hoester & others

State of Mississippi } Know all men by these presents
 Madison County } that we Isaac Coldwell and Hiram
 G. Rannels of the State and County aforesaid are held
 and firmly bound unto A. D. Hoester J. C. Patchiff,

469

Absolom Leggett and Porcuzo Latham in the sum of fifteen thousand dollars good and lawful money to be paid by the said Isaac Coldwell and Heram & Runels to them the said A. D. Hester & C. Ratcliff Absolom Leggett and Porcuzo Latham their heirs &c for the true and faithful payment of which we severally bind ourselves and each of our heirs &c.

The condition of the above obligation is such that whereas at the public sale of Surinam lands in November 1803 the said Isaac Coldwell and William H. Moore purchased from the State of Mississippi the following tracts of land viz: the whole of Section ten in Township nine Range one East; the North East quarter and South East quarter of Section three in Township nine Range one East for which they gave their bonds with security payable to the Governor of the State of Mississippi for the time being and whereas the said Isaac Coldwell obtained an assignment of his interest from the said William H. Moore for all his interest in and to said lands which is on record in the account of the Board of Police for the County of Madison and whereas the said Isaac Coldwell has sold to the said Hester, Ratcliff, Leggett and Latham the land aforesaid at the price which he agreed to give and is bound for to the State, viz: to the said Hester South East quarter Section ten, to the said Ratcliff North East & North West quarter Section ten, also the South West quarter of Section ten and to the said Leggett the East half of the North East quarter Section three and the East half of the South East quarter of Section three, and to the said Latham the West half of the North East quarter of Section three and the West half of the South East quarter of said Section three, and whereas the said Hester, Ratcliff, Leggett and Latham have given their notes with security to the said Coldwell for the amounts for which the said Coldwell is bound to the State for the land aforesaid payable at the several times at which he is bound to pay the same. Now in consideration of the premises the said Coldwell has sold and transferred to the said Hester, Ratcliff, Leggett and Latham the lands aforesaid severally described as purchased by them, and he binds himself that on the making of the payments of the purchase of said lands to make to them respectively as aforesaid such titles as he will be authorized to make under the purchase from the State as aforesaid; and he will at all times, if any better transfer shall be authorized by law to make to them as aforesaid such transfers so as to authorize them to obtain a title directly from the State in their own names - it being understood that

490

they call the place and head of the ^{road} Coldwell in the
 purchase of said land. In witness whereof I do here
 shew unto set our hands and seals this the 7th day of Novem-
 ber A. D. 1834

Witness
 John H. Mallory
 John Montgomery

Isaac Coldwell: (Seal)
 H. G. Rummel (Seal)

The State of Mississippi
 Madison County
 Personally appeared
 before me Samuel D. Livingston Clerk of the Circuit
 Court in and for said County John Montgomery and of
 the subscribing witnesses to the above Bond and after
 being duly sworn deposited and said that he said
 Isaac Coldwell and H. G. Rummel whose names appear
 to be subscribed to the above Bond, sign seal and deliver
 the same & that he said John H. Mallory the other sub-
 scribing witness sign his name as a witness thereto in the
 presence of the said Coldwell and Rummel and that
 they subscribed their names as witnesses thereto in the
 presence of each other

(Seal)
 C. L. S.

Given under my hand and seal of
 said Court this 27th day of November
 1834

S. D. Livingston Clerk

William Joiner & wife
 To & Deed
 Jefferson Love

Received for Record 5th day of
 January 1835

State of Mississippi
 Madison County
 This Indenture made between
 William Joiner and Elizabeth Joiner his wife of the one
 part and Jefferson Love of the other part, Witnesseth
 that the said William Joiner and Elizabeth his wife for and
 in consideration of the sum of seven thousand dollars to
 him in hand paid, hath bargained, sold, granted, conveyed
 & confirmed and by these presents, doth bargain, sell,
 grant alien convey and confirm unto the said Jefferson
 Love his heirs assigns executors and administrators all his
 right title and claim to a certain tract of land lying & sit-
 uated in the County and State aforesaid being the N^o 1/2
 S^o 1/4 S^o 1/4 also E^o 1/2 S^o 1/4 & E^o 1/2 N^o 1/4 Section 28 also S^o 1/4
 & the N^o 1/4 of Section 21 all in T^o Range 3 East together
 with all and singular the hereditaments and appurtenances
 thereto belonging or in any wise incident or appertaining

to have and to hold the said ¹⁹¹ ~~refuge~~ ^{tenement}, and hereditaments and all and singular the ~~parts~~ ^{premises} hereby granted and confirmed mentioned or intended so to be with their and every of their appurtenances unto the said Jefferson Love his heirs and assigns forever and the said William Joiner and Elizabeth his wife, themselves their heirs assigns and executors and administrators doth covenant grant & agree to and with the said Jefferson Love his heirs and assigns by these presents, that the said Jefferson Love his heirs and assigns shall and may lawfully from time to time and at all times hereafter peaceably and quietly have use hold & enjoy possess and enjoy the said ~~refuge~~ ^{lands} farm tenements and hereditaments and premises hereby granted and confirmed with their & every of their appurtenances free clear and fully discharged or well and sufficiently kept harmless and indemnified of from and against any and every claim or demands whatsoever, and bargain sales mortgages feoffments dowers and estates and of and from all troubles charges and incumbrances whatsoever had done or suffered or to be had done or suffered by the said William Joiner and Elizabeth his wife their heirs and assigns or any other persons or persons lawfully claiming or to claim of from or under them or any of them. In witness whereof we do hereunto affix our hands and seals this 5th day of January 1835.

William Joiner (Seal)
 Elizabeth Joiner (Seal)
 her mark

The State of Mississippi }
 Madison County } Personally appeared before me William Anderson a acting justice of the peace in and for said County of aforesaid William Joiner and acknowledged that he signed sealed and delivered the within Indenture to be his voluntary act and deed also at the same time Elizabeth Joiner wife of said William Joiner appeared before me and after a private examination separate and apart from her said husband, acknowledged that she signed sealed and delivered the same also acknowledges that she relinquishes all her dower, right title and claim to the within named persons without fear threats or compulsion of her said husband - Signed sealed and delivered in the presence of me

William Anderson J.P. (Seal)