

Trustees Sale of Real Estate

Whereas Martha J. Ford and her husband Robt A. Ford did on the 24th day of February 1891 execute and deliver to Albert R. Shattuck Trustee a certain Trust deed on certain lands in Madison County State of Miss therein described to secure the sum of Five Hundred dollars due by said Martha J. & Robt A. Ford to the British & American Mortgage Company Limited which said Trust deed is recorded in Madison County in Deed Book 22 page 290 to which is reference is hereby made and whereas default has been made in the payment of the moneys secured by said Trust deed: and whereas the undersigned has been duly appointed substituted Trustee in the place of said Albert R. Shattuck as provided in said Trust deed, and has been duly requested to execute the Trust therein contained: Now therefore notice is hereby given, that under and by virtue of the power contained in said Trust deed, I, the undersigned substituted trustee on Saturday the 14th day of January 1893 between the hours of 10 A.M. and 3 P.M. at the Court House door in the town of Canton in Madison County will be public auction sell to the highest bidder for cash the following described property viz 1/2 of N. 1/2 of N.W. qr and all N. of the Kosciusko Road in the W. 1/2 of SW qr of sec twenty eight containing sixty (60) acres and 1/2 of E. 1/2 of N.E. qr and all N. of the Kosciusko road in E. 1/2 of S.E. qr of sec twenty nine (29) containing (100) acres and fifteen (15) acres of the W. 1/2 of N.E. qr S. of the Road and North of C. M. Pizar in N.E. thirty two (32) all in Town (10) Range Four (4) East and containing 175 acres more or less. Said land will be sold to satisfy the debt secured by said Trust deed and such title will be given as is vested in said Trustee

John Handy
Substituted Trustee

Proof of Publication

State of Mississippi
Madison County

Personally appeared before me James Priestly Clerk of the Chancery Court in and for County and State aforesaid Howard G. Poff of the Canton Picket a newspaper published in the City of Canton Madison County who being duly sworn deposes and says that the publication of a certain notice a true copy of which is hereunto affixed has been made in said paper for Two weeks consecutively to wit. Vol 10 No 45 dated Dec 23. 1892. Vol 10 No 46 dated Dec 30 1892

and I further certify that the several numbers of the newspapers containing the above mentioned notice have been produced before me and compared with the copies annexed and that I find the publication thereof to have been correctly made. Witness my hand and seal this 30th day of Jan'y 1893

Sworn and subscribed to before me this 30th day of Jan. 1893

Jas. Priddy Clerk

Howard H. Cross

John Handy Substituted Trustee
 To L Deed
 British & American Mortgage Co Limited

Filed for Record Jan 30th
 1893 at 2 o'clock &
 Recorded Jan 30th 1893

This deed of conveyance made this 16th day of January A.D. 1893 by John Handy Trustee as herein after mentioned of the first part and the British and American Mortgage Company (Limited) of the second part Witnesseth:

Whereas on the 24th day of February 1891 Martha J Ford and Robert A Ford her husband did make and deliver to Albert R. Shattuck of the City of New Orleans State of Louisiana a deed conveying to said Shattuck the following described land lying & being in the County of Madison & State of Mississippi to wit: The South Half of the West Half of the North West Quarter and all lying North of the Kosciusko road in the West Half of the North West quarter of section twenty eight containing sixty acres; and the South half of the East Half of the North East quarter, and all North of the Kosciusko road in the East Half of South East quarter of section twenty nine containing one hundred acres; and fifteen acres of the West half of the North East Quarter South of the road and North of C. M. Byars in section thirty two: all in Town Ten Range four East and aggregating one hundred and seventy five acres more or less: which deed is recorded in deed book ZZ page 290. of the land records of said County which conveyance however is upon the trust and condition, that if the said Martha J Ford & Robert A. Ford should well & truly pay said Mortgage Company certain promissory notes made by said Martha J Ford & Robert A. Ford to said Company on the day of the date of said deed and therein particularly described the said conveyance should be void but otherwise of full force & effect and whereas default has been made in the payment of

said indebtedness and whereas after such default said Shattuck
 was requested by said Company to execute said trust by a sale of
 said property to satisfy said indebtedness & did refuse so to do as
 appears by his refusal duly acknowledged & recorded in Book of
 Deeds 13133 page 307 of said land record and thereupon said Company
 being still the holder of said promissory notes did by writing duly
 acknowledged and recorded on page 308 of said last named book
 of record appoint deputy and request said party of the first part
 in their presents to execute said Trust by a sale of said land & in
 pursuance of said substitution said party of the first part here-
 in did give notice that at the door of the Court House of said County
 of Madison on Saturday the 14th day of January 1893 and between the
 hours of ten o'clock in the forenoon & three o'clock in the afternoon
 of said day he would proceed to sell at public auction for cash the
 lands herein before described to satisfy said indebtedness which no-
 tice was published in the Canton Picket a newspaper published
 in said County of Madison by two insertions thereof, the last inser-
 tion being more than one week prior to said day of sale and did
 state that said lands would be sold to the highest bidder there-
 for and proof of said publication having been duly made after the
 said sale and recorded in said Book of Deeds 13133 page 309
 and whereas at the hour of one o'clock & thirty minutes thereafter
 on the afternoon of said 14th day of January 1893 & at said Court House
 door the said party of the first part Trustee by substitution as if said
 did sell at public auction to the highest bidder for cash all of
 the herein before described land in bulk for the purpose of satisfying
 said indebtedness of said Martha J. Ford and Robert A. Ford to said
 Mortgage Company and whereas at such sale said Mortgage Com-
 pany did bid for said lands the sum of Three Hundred and fifty
 dollars which was more than any other person did bid for the same
 and so became the purchaser thereof at said sum, which sum was
 less than the amount due said mortgage Company on the said indebted-
 ness to it, after deducting the costs & commissions incident to said Trust
 and the taxes thereon for the year 1892 amounting to the sum of ¹³38
 Dollars then remaining due and unpaid by said Martha J. & Robert
 A. Ford: Wherefore in consideration of the premises the said party
 of the first part herein both by their presents bargain sell and
 convey to said British and American Mortgage Company
 (Limited) all the herein before described lands containing 175
 acres more or less: to have and to hold said lands to

said mortgage Compsans and its assigns forever. Witness the sign-
-ture of said party of the first part ~~the day~~ and year first
herein written

John Handy

State of Mississippi }
Madison County }

Personally appeared before the under-
signed James Priestly Clerk of the Chancery Court of the said
County the within named John Handy who acknowledges that
he signed said deed and the foregoing deed on the day and
year therein mentioned as his act and deed

Given under my hand and official seal at office
this 30th day of January A.D. 1893

James Priestly Clerk

solks fees \$4⁰⁰

Mc Millie Johnson } Filed for Record at 8 o'clock Jan 31st 1893
To } Deed } Recorded Jan 31st 1893
Wm J. Linn }

I, Mc Millie Johnson of
Madison County State of Mississippi but temporarily living in New
Orleans in the State of Louisiana do by these presents sell convey &
specially warrant to Wm J. Linn of said County of Madison the
following described parcels of land in said County of Madison to wit
A 1/2 E 1/2 of N 1/4 + N 1/2 of N 1/4 of section three T 11 R 5 East. To have and to hold
said land & appurtenances to the said Linn his heirs & assigns fore-
-ever. This conveyance is made in consideration of the sum of
Six hundred and fifty dollars here to for paid by said Linn
to my mother Mrs Jane L. Johnson

Witness my hand & signature this 23rd day of
January 1893 - the words "and Fifty" being first intended
as appearing above

Wm R. A. Thagard

Mc Millie Johnson

State of Louisiana }
Parish of Orleans }

Before the undersigned authority on this day
personally came and appeared the above named Mc Millie John-
-son who acknowledged that he signed and delivered the above
and foregoing instrument as his voluntary act and deed on the day and
year therein mentioned. In faith whereof witness my hand and seal
as a qualified Notary Public for the Parish of Orleans State of Louisi-
-ana on this January 28th 1893

John J. Ward

Not Public

solks fees 41-

real

Robert B. Johnson } Filed for Record Jan 31st 1893 at 8 o'clock A.M.
 To L Deed } Recorded Jan 31st 1893
 Wm. J. Linn }
 I, Robert B. Johnson of Madison County Mississippi do by this presents sell convey and warrant specially to Wm. J. Linn of said County the following described parcel of land situated in said County to wit: $\frac{1}{2}$ of $\frac{1}{4}$ Section 3211 R 56th in Madison County State of Mississippi. The consideration of this conveyance is the sum of Five Hundred dollars hereof by said Wm. J. Linn paid to my wife Jane C. Johnson for said land
 Witness my signature this 26th day of January 1893
 Witness E. H. Mannell R. B. Johnson

State of Mississippi }
 Madison County }

Personally appeared Robert B. Johnson before me C. A. Hart Member Board of Supervisors and acknowledges that he signed and delivered the foregoing deed of conveyance on the day and year therein mentioned as his act and deed
 Witness my hand and seal this 26th day of January 1893
 C. A. Hart M.B.S.
 (blks fees 4/-)

J. O. & S. J. Lipscomb } Filed for Record at 8 o'clock A.M. Jan 31st 1893
 To L Deed } Recorded Jan 31st 1893
 M. A. Hillme }
 In consideration of one dollar paid convey and warrant specially by way of quit claim to M. A. Hillme all that land in Madison County State of Mississippi described as follows: $\frac{1}{2}$ less 22 acres off North End $\frac{1}{2}$ of $\frac{1}{4}$ + 22 acres off S End $\frac{1}{2}$ of $\frac{1}{4}$ + $\frac{1}{2}$ $\frac{1}{4}$ sec 31 38 R 11th + $\frac{1}{2}$ of $\frac{1}{4}$ + $\frac{1}{2}$ sec 32 38 R 11th + $\frac{1}{2}$ of $\frac{1}{4}$ + 49 acres off $\frac{1}{2}$ of $\frac{1}{4}$ lying E. of Bogue Chitto sec 36 38 R 2nd. Witness my hand and seal this 12th day of January 1893
 J. O. Lipscomb (seal)
 S. J. Lipscomb

State of Texas } Personally appeared before the undersigned
 Caldwell County } A. B. Storey Notary Public in and for said County
 + State of } + his wife S. J. Lipscomb who severally acknowledged
 that they signed and delivered the foregoing deed on the day and year and for the purposes therein mentioned as their full act and deed.

Witness my signature and seal of office this 12th day of January 1893
 (seal) (blks fees 4/-)
 A. B. Storey Notary Public
 Caldwell Co. Texas

✓
 Tom + Ellen Smith } Filed for Record Jan 31st 1893 at 8 o'clock AM
 To L Deed } Recorded Jan 31st 1893
 H. J. Rimmer }
 The value received in
 Three Hundred and six (\$306⁰⁰) dollars cash in hand paid by H
 J Rimmer to Thomas Smith + his wife Ellen Smith we have this
 day granted, bargained, sold, conveyed and warranted to H J
 Rimmer his heirs and assigns all that land lying and being
 situated in Madison County Mississippi and described as the $\frac{1}{2}$
 of $\frac{1}{2}$ of $\frac{1}{4}$ Section Four Township 10 R. 5 E making 40 acres
 more or less.

In testimony whereof we have this day 18th November 1892
 signed our names

Thomas ^{his} Smith
 Ellen ^{his} Smith

State of Mississippi }
 Madison County }

Personally appeared before the undersigned Member
 of Board of Supervisors of the said County the within named Thomas Smith
 and Ellen Smith who acknowledged that they signed and delivered the foregoing
 deed on the day and year therein mentioned as their act and deed

Given this 18th day of November A D 1892.



Colts fees 4/-

E. A. Hart M 13 8

✓
 A. J. White + W. P. White } Filed for Record Jan 26th 1893 at 12 o'clock M
 To L Deed } Recorded Jan 31st 1893
 Ephraim Avery }


This Deed of conveyance
 made and entered into this the 26th day of January 1893 by and between Mrs
 A. J. White and her husband W. P. White parties of the first part and of the
 County of Leake and Ephraim Avery of Madison County of the 2nd
 part and all of the State of Mississippi. Witnesseth That the
 said Mrs A. J. White and W. P. White of the first part for and
 in consideration of the sum of Four Hundred \$450⁰⁰ & Fifty
 dollars to them in hand paid the receipt whereof is hereby
 acknowledged hath this day granted, bargained and sold
 unto the said Ephraim Avery the following described tract
 or parcel of land in the County of Madison and State of
 Mississippi to wit: $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{4}$ + $\frac{1}{2}$ $\frac{1}{2}$ of $\frac{1}{4}$ Sec
 1 T 1 R 3 East and thirteen (13) acres off of the south end
 of the $\frac{1}{2}$ $\frac{1}{4}$ Sec 3.6 T 12 R 3 East containing ninety
 three acres more or less with all the appurtenances, then

belonging and we hereby bind ourselves our heirs and assigns
to warrant and defend for ever the title to the above described
lands to said Ephraim. My heirs and assigns for-
ever against the lawful claim or claims of any and all
persons claiming the same.

In Testimony we have hereunto set our hand and seal
A. J. White 
W. P. White 

State of Mississippi }
Leake County }

Personally appeared before me M. L. Gilbert
a Justice of the Peace of Dist No 4 Leake County Mrs A. J.
White and her husband W. P. White who acknowledged that
they signed and delivered the foregoing instrument for the
purposes set forth therein for their interest with their
own free will and accord on the day and year therein
mentioned

Given under my hand the 24th day of Jan 1893
M. L. Gilbert 

Alks fees \$1.00

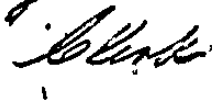
E. B. Russell } Filed for Record Jan 31st 1893 at 11 o'clock a.m.
To & Deed } Recorded Jan 31st 1893-
C. C. Caution }

In consideration of the sum of One
Hundred and Fifty dollars in cash I here by convey and warrant
to C. C. Caution the following described land lying in Madison
County Mississippi to wit: S 1/4 Sec 14 T 11 R 5 East
Witness my hand and signature this the 22nd day of October 1892
E. B. Russell

State of Mississippi }
La Fayette County }

Personally appeared before me Clerk of
the Chancery Court of the County and State aforesaid this within
named E. B. Russell who acknowledged that she signed
and delivered the foregoing instrument on the day and
year therein mentioned

Given under my hand and seal of office this 22nd
day of Nov 1892

B. P. Gray




Alks fees 4/

Jan 29-96

Both the notes described in the deed have been paid in full. Miss State Bank & Trust Co

Miss State Bank
To & Deed
Mollie L. Hill

Filed for Record Jan 24th 1893 at 4 o'clock P.M.
Recorded Jan 31st 1893

In consideration of the sum of One Hundred & Eight ⁰⁰/₁₀₀ Dollars cash in hand paid the Miss State Bank of Canton Miss by Mollie L. Hill the receipt of which is hereby acknowledged and for the further consideration of the sum of Two hundred and fifty dollars due said Bank by said Hill as is evidenced by her two promissory notes of even date herewith each for the sum of One hundred and twenty five dollars due in one and two years after date respectively with ten per cent per annum after maturity to secure both of which promissory notes an express Lien is hereby reserved upon the Land hereinafter described; the said Miss State Bank does hereby convey unto the said Mollie L. Hill forever the following described lands lying being & situated in the City of Canton County of Madison & State of Mississippi to wit: Beginning at a stake on the West side of Liberty Street at the South East Corner of the Lot sold by Wm. V. Jeffries to C. H. Baldwin by deed recorded in Book 7. 2 page 146 in the Chancery Clerks office for said County and running thence South along the West side of said Liberty Street 75 feet to a stake & thence West 212 feet to a stake & thence North 75 feet to a stake and thence East 212 feet to the point of beginning. A vendors Lien is hereby reserved upon all of said lands in favor of said Bank & its assigns to secure the payment of each and both of said two promissory notes. In testimony whereof the said Mississippi has caused these presents to be signed by the President of its Board of Directors and its corporate seal to be hereunto affixed this the 24th day of January A.D. 1893

(Seal)

Miss State Bank of
Canton Miss by J. Foot-Prot

State of Mississippi
Madison County Personally appeared before me James Priddy Clerk of the Chancery Court in and for said County & State J. Foot President of the Mississippi State Bank of Canton Miss who acknowledged that he signed sealed & delivered for said Bank by authority from the Board of Directors of said Bank the foregoing Deed as the act & deed of said Bank on the day and year therein mentioned for the purposes therein expressed and that the seal attached is the corporate seal of said Bank and that said seal was the official to said Deed by order of said Bank

clerks fees
\$1.00

Witness my hand and official seal this the
24th day of January A.D. 1893
Jas Priddy Ch. Clk

H. D. Priestly }
 To & Wed }
 Peter Trolis }
 Filed for Record 27th Jan 1893 at 11 o'clock a.m.
 Recorded Jan 31st 1893

In consideration of the sum of Two
Hundred & Ten dollars to be paid me by Peter Trolis as is evidenced by
 his promissory note of even date herewith due and payable on December the 1st 1893
 with interest at ten per cent per annum after maturity and ten per cent at-
 torney fees if placed in the hands of an attorney for collection after maturity to
 secure which promissory note a vendor lien is hereby reserved upon the
 property herein conveyed in my favor and my heirs & assigns I H. D.
 Priestly do hereby convey and warrant unto the said Peter Trolis forever
 the following described lands lying being & situated in the City of
 Canton of Madison & State of Mississippi to wit: The 1/2 1/2 1/2 of
 Lot 3 in square 4 less six feet off the East End of said Lot conveyed
 said description of Lot & square being according to the original plan
 of the Town of Canton Miss. An expressed vendor lien is hereby
 reserved & retained upon the above described Lot of land to secure
 said promissory note for Two Hundred and Ten Dollars in favor
 of myself or my legal representatives or assigns.

Witness my hand & seal this 10th day of December
 A.D. 1892

H. D. Priestly (seal)

State of Mississippi }
 Madison County }

Personally appeared before the under-
 signed Jas Priestly Clerk of the Chancery Court of the said County
 the within named H. D. Priestly who acknowledges that he signed &
 delivered the foregoing Deed on the day and year therein mentioned as
 his act and deed

Given under my hand and official seal at office this 27th
 day of January A.D. 1893

Jas Priestly Clerk

Dec 27 93. Satisfied in full
 H. D. Priestly

J. M. Melton Jr } Filed for Record Jan 23rd 1893 at 2 o'clock P.M.
To Quit claim Deed } Recorded Jan 31st 1893

Lucy V. Galloway } In consideration of the
sum of Ten dollars cash in hand paid me by Lucy V. Galloway the
receipt of which is hereby acknowledged J. M. Melton Jr do hereby
quit claim & convey unto the said Lucy V. Galloway the following
described lands situated in Madison County State of Mississippi to wit:

The 1/2 of 1/4 Sec 31 Town 8 Range 3 East

Witness my hand & seal this the 7th day of January A.D. 1893

J. M. Melton *(Seal)*

State of Mississippi }
Madison County }

Personally appeared before the undersigned
Clerk of the Chancery Court of the said County the within named J. M.
Melton who acknowledged that he signed and delivered the foregoing
Deed on the day and year therein mentioned as his act and deed
Given under my hand and official seal this 23rd day of Jan 1893

Jas Prusty Clerk
By J. M. Grafton

Selfo pers 4

Lena C. Hamberlin } Filed for Record Jan 23 1893 at 12 o'clock M
S. T. Hamberlin } Recorded Feb 1st 1893

In consideration of the
sum of Nine Hundred Dollars cash in hand paid Lena C
Hamberlin by W. W. Cunningham the receipt of which is hereby
acknowledged and the assumption & payment by said Cunning-
ham of the indebtedness due by said Lena C. Hamberlin to
the Homestead Building (Mutual) & Loan Association of Canton
Mississippi which is estimated to day to be the sum of seventeen
hundred & seventeen $\frac{52}{100}$ Dollars and which is secured by deeds
of Trust recorded in Book A.A.A pages 501 et seq, and Book A
A.A pages 523 in the Chancery Clerks office for Madison County
Mississippi. We Lena C. Hamberlin and S. T. Hamberlin her husband
do hereby convey and warrant unto the said W. W. Cunningham
forever the following described real estate lying being & situated in
the City of Canton County of Madison & State of Mississippi to wit:
Lots 3 & 4 in square No 11 as laid off in the original plan of the
Town of Canton: also that parcel of land lying just North of
and adjoining said Lots and described as beginning at
The North West corner of said Lot 4 and running thence

at the North West corner of said Lot 4 and running thence North 210 feet, thence East 200 feet and thence South 210 feet to the North East corner of said Lot 3 and thence West 200 feet to the point of beginning the property above described & conveyed lies on the North side of North Street and fronts said street 200 feet & runs back North 350 feet and is all the real estate owned by said Genl. Hamblin in said City of Canton, with all tenements hereditaments and appurtenances thereto belonging

Witness our hands & seals this 23rd day of January A.D. 1893
 Genl. C. Hamblin (Seal)
 S. J. Hamblin (Seal)

The State of Mississippi
 Madison County

Personally appeared before the undersigned Jas Priestly Clerk of the Chancery Court of the said County the within named Genl. C. Hamblin & S. J. Hamblin who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed Given under my hand and official seal this 23rd day of January A.D. 1893

Jas Priestly Clerk
 Wm J. M. Griffin

Collyer fees of -

J. A. Graves & Artemisia Graves } Filed for record Jan 18th 1893 at 12:10 PM
 To Deed } Recorded Feb 1st 1893
 D. R. Hearn }

Whereas on the 28th day of January A.D. 1892 D. R. Hearn and his wife Martha J. Hearn conveyed to J. A. Graves the land hereinafter described by Deed recorded in Book for which land the said Graves executed to the said Hearn his two promissory notes, one for Three hundred Dollars due and payable on January 1st 1893 and the other for One hundred dollars due and payable on Jan. 1st 1894 and whereas on the 28th day of January 1892 the said Graves to secure said two notes executed upon said lands a deed of Trust which is recorded in Book of page 89 in the Chancery Clerk's office for Madison County Mississippi and whereas the said Graves has failed to pay said notes; and whereas the said Hearn has agreed to cancel and deliver up to the said Graves said two promissory notes in consideration of a reconveyance of said lands to him by the said Graves & wife are willing to reconvey said lands in consideration of the surrender and cancellation of said notes. Now therefore in consideration of

the premises and the surrender to said Graves by the said Hearn of said two promissory notes and the extinguishment and cancellation of said two promissory notes by the said Hearn which they now do. we J. A. Graves and Artemisia J. Graves his wife do hereby convey and warrant unto the said D. R. Hearn from the following described lands lying being and situated in the County of Madison State of Mississippi, to wit: The $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{4}$ + $\frac{1}{2}$ $\frac{1}{4}$ sec 14 and Lot No 2 in sec 23 all in Township 7 Range 2 East

Witness our hands & seals this 16th day of January A.D. 1893

J. A. Graves *(seal)*
 A. J. Graves *(seal)*

State of Mississippi
 Madison County

Personally appeared before the undersigned an acting Justice of the Peace in and for said County & State J. A. Graves & Artemisia J. Graves his wife who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein named as their act and deed.

Witness my hand and official seal this 16th day of January A.D. 1893
 R. H. Stewart J.P.

Volks fees 6-

D. L. Pharis Jr } Filed for Record Jan 30th 1893 at 10:30 o'clock a.m.
 To & notice } Recorded Feb 1st 1893
 Trustees Sale

By virtue of the power vested in me by the terms of that deed of trust executed by Joseph Kausler & M. S. Kausler on March 12th 1891 recorded in Book 33 page 461 in the Chancery Clerk's office for Madison County Mississippi to satisfy said deed of trust J. D. L. Pharis Jr Trustee named therein will on Monday Jan 23rd 1893 between the hours of 11 a.m. & 3 o'clock P.M. at Madison Station Mississippi before the store house occupied by A. Smith sell for cash at public auction to the highest bidder the following described real and personal property situated in said County & State to wit: An undivided one-third interest in the $\frac{1}{2}$ of sec 30 + $\frac{1}{2}$ sec 34 Town 7 Range 1 East. also one light bay mare named Nellie. one bay horse named Zach. one bay horse named Chaley. one black mare mule named Blackey. one bay mare mule named Reddy. one black horse mule named Smokey. one brown white spotted horse traded for

Witness my hand & seal this 9th day of Jan'y A.D. 1893
 D. L. Pharis Jr *(seal)*
 Trustee

Noted at the Post office in Madison Station Jan 9th 1893
 D. L. Pharis Jr
 Justice

D. L. Phares Jr } Filed for Record Jan 30th 1893 at 10:30 o'clock a.m.
To } Trustees Sale } Recorded Feb 1st 1893

By virtue of the power vested in me by the terms of that deed of trust executed by Joseph Kausler & M. S. Kausler on March 12th 1891 recorded in Book 23 page 461 in the Chancery Clerk's office for Madison County Mississippi to satisfy said deed of trust J. D. L. Phares Jr Trustee named therein will on Monday January 23rd 1893 between the hours of 11 a.m. & 3 o'clock P.M. at Madison Station Miss before the Store House occupied by A. Smith sell for cash at public auction to the highest bidder the following described real and personal property situated in said County & State, to wit: an undivided one third interest in the E 1/2 of sec 33 and W 1/2 W 1/2 sec 34 Town 7 Range 1 East also one light bay mare named "Dellie", one bay horse named "Zuck", one bay horse named "Chubby", one black mare mule named "Blackey", one bay mare mule named "Dellie", one black horse mule named "Snow", one white and brown spotted horse traded for

Witness my hand & seal this 9th day of January A.D. 1893
D. L. Phares Jr Trustee *(Signature)*

Posted at Court House
door Jan 9th 93
D. L. Phares Jr

Joseph Kausler and M. S. Kausler
By D. L. Phares Jr Trustee
To } Warranty Deed
A. Smith

Filed for record Jan 30th 1893 at 10:30 a.m.
Recorded Feb 1st 1893

Whereas on March 12th 1891 Joseph Kausler & M. S. Kausler executed and delivered to D. L. Phares Jr Trustee a certain deed of trust which is recorded in Book 23 page 461 in the Chancery Clerk's office for Madison County Miss to secure the indebtedness therein named conveying the property hereinafter described: and whereas they failed to pay said indebtedness and Justice was directed to sell said property by the cestui que trust in said deed and whereas said trustee did on the 9th day of January 1893 without two notices, one of which he posted in Madison Station Miss at the post office therein & the other he posted on said 9th day of January before the south door of the Court House in Canton, both of which places were convenient public places in said County, which notices stated that he would to satisfy said deed of trust on Monday January 23rd 1893 between the hours of 11 a.m. & 3 P.M. o'clock at Madison Station Miss before the Store House occupied by A. Smith sell for cash at public auction to the highest bidder the property hereinafter

described and whereas on said 23rd day of January 1893 J. D. L. Phares for the said Trustee did in pursuance of said notices & said deed of Trust at the hour of 12:30 P.M. o'clock at the place and manner aforesaid offer said property hereinafter described for sale when A. Smith appeared and bid for the land Four Hundred Dollars cash and for the bay horse sixty five dollars and for the bay mare Eighty dollars & for the spotted horse seventy five dollars and for the bay mule ninety five dollars & for the black mule sixty five dollars being a total of Eight hundred & fifty five dollars for the land & said live stock

and whereas said bids were the highest and best bidder for said land & for said stock as a whole & separately, said A. Smith was declared the purchaser thereof, by me and the said property was knocked off to him. And whereas I have fully complied with all the terms & conditions of said deed of trust and notices of such & have made said sale in strict compliance with the law & said deed of trust and notices of sale: and whereas said Smith has paid me in cash said sum of Eight Hundred and fifty five Dollars the receipt of which is hereby acknowledged. Now therefore in consideration of the premises J. D. L. Phares Jr Trustee do hereby convey and warrant unto the said A. Smith all the right, title and interest of the said Joseph Kausler & M. S. Kausler of, in & to the following described real and personal property lying being and situated in Madison County State of Mississippi to wit: (The E 1/2 of sec 33 & W 1/2 N 1/2 Sec 34 - all in Town 7 Range 1 East. also one light bay mare named "Vellie", one bay horse named "Zach", one bay horse named "Charley", one black mare mule named "Bidley", one black horse mule named "Drow", one brown & white spotted horse being all the real estate & live stock conveyed by said deed of trust

Witness my hand and seal this the 23rd day of January A.D. 1893

D. L. Phares

State of Mississippi }
Madison County }

Trustee

Personally appeared before me R. W. Stewart an acting Justice of the Peace in and for said County & State D. L. Phares Jr Trustee who acknowledged that he signed and delivered the foregoing instrument of writing on the day & year therein named for the purposes therein expressed as his act and deed.

Witness my hand and official seal this the 28th day of January A.D. 1893

R. W. Stewart Jr
Justice of the Peace

Walter H. Anderson
 J. M. Ray &
 Anderson & Ray
 with
 W. H. Powell Trustee
 To Warrant. Deed
 Miss State Bank

Filed for Record Jan 27th 1893
 at 8:30 o'clock A.M.

Recorded

Feb 1st 1893

Leaton Miss Jan 5th 1893

Notice

By virtue of authority vested in me as Trustee under a deed of trust given by W. H. Anderson & J. M. Ray to secure the Miss State Bank secured in the Chancery Clerk's office of Madison County in Record Book 876 on page 621 I will on Monday the 16th day of January 1893 in front of the Court House door of Madison County sell to the highest bidder for cash at public outcry all the lands & their appurtenances as fully described in said deed of trust to satisfy the said deed of trust. Witness my signature this the 5th day of January 1893

(Posted at South door of
 Court House Jan 5th 93)

W. H. Powell Trustee

Whereas on Feb 4th 1892 Walter H. Anderson & J. M. Ray and Anderson & Ray executed and delivered a certain deed of trust to W. H. Powell Trustee to secure the Miss State Bank of Leaton Miss conveying the lands hereinafter described which deed of trust is recorded in Book 876 of the Record of Deeds on page 621 thereof in the Chancery Clerk's office for Madison County Miss to secure the debt therein mentioned; and whereas the debt secured thereby is unpaid & has long since been past due and said W. H. Powell Trustee has been requested by said Bank to execute said trust by a sale of said property; and whereas the said W. H. Powell Trustee did on the 5th day of January A.D. 1893 write out a notice stating that on Monday the 16th day of January 1893 in front of the door of the Court House in Leaton Madison Co Miss he would sell for cash at public auction to the highest bidder the lands hereinafter described and did post said notice at the South door of the Court House in Leaton Mississippi on said 5th day of January 1893 which place was a public & common place in said County and whereas on this the 16th day of January 1893 the said W. H. Powell Trustee as aforesaid did offer for sale before the South door of said Court House at the hour of 2:30 o'clock P.M. at public outcry to the highest and best bidder for cash after having given ten days notice of the time and place and terms of said sale by posting notice thereof as required by said deed of trust,

the lands hereinafter described and did sell the same after having fully performed all the terms and conditions in said deed of Trust and at which sale on this day the Mississippi State Bank of Canton Miss. appeared and bid therefor the sum of Twenty dollars which was the highest and best bid therefor for cash and whereas the said Bank has paid this day to me said sum of Twenty Dollars which was the highest and best bid therefor for cash and whereas the said Bank has this day paid to me said sum of Twenty dollars cash the receipt of which is hereby acknowledged: D. W. Powell Trustee as aforesaid do hereby convey and warrant unto the said Miss State Bank of Canton Miss forever in consideration of the premises and said sum all the right title and interest of the said Walter H. Anderson & J. M. Ray and Anderson & Ray and each of them of in & to the following described lands lying being & situated in Madison County State of Mississippi to wit: $\frac{1}{8}$ E $\frac{1}{4}$ + $\frac{1}{2}$ S $\frac{1}{4}$ sec 22 and $\frac{1}{2}$ S $\frac{1}{4}$ sec 23 + $\frac{1}{2}$ S $\frac{1}{4}$ sec 26 + $\frac{1}{2}$ S $\frac{1}{4}$ sec 27 and $\frac{1}{2}$ S $\frac{1}{4}$ sec 27 + $\frac{1}{8}$ E $\frac{1}{4}$ + $\frac{1}{2}$ S $\frac{1}{4}$ sec 34 and $\frac{1}{2}$ S $\frac{1}{4}$ sec 35 all in Town 9 R. 3 East and also all of the Land and right of way bought by Ray & Co from M. C. and C. R. Evans on August the 8th 1891 with all tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining

Witness my hand & seal this the 16th day of January A.D. 1893
 W. H. Powell seal
 Trustee

State of Mississippi
 Madison County

Personally appeared before the undersigned Jas Priestly Clerk of the Chancery Court of the said County the within named W. H. Powell Trustee who acknowledges that he signed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed
 Given under my hand and official seal at office
 this 26th day of Janry 1893

Jas Priestly Clerk
 by J. M. Grafton & Co

Chgs \$1.50

Jim E. Cooper
30th Trust Deed
For the use of
the British
and American
Mortgage Co
Limited

State of Mississippi Filed for Record Jan 14th 1893 at 8:30 AM.

This Indenture made and entered

into this 12th day of January A.D. 1893 by and between Jim E. Cooper and wife
Mary W. Cooper of the County of Madison in the State of Mississippi of
the first part; Albert R. Shattuck, of the City of New Orleans in the State
of Louisiana of the second part as Trustee; and the British & American
Mortgage Company Limited of the third part. Witnesseth, That the parties
of the first part for and in consideration of the sum of Ten dollars, to
them in hand paid by said party of the second part, the receipt
whereof is hereby acknowledged and the considerations hereinafter
stated have granted bargained sold conveyed warranted and deliv-
ered and do by this presents grant bargain sell convey and warrant
and deliver unto said party of the second part and his
heirs successors and assigns all the following described real estate
situated and lying in the County of Madison and State of Missis-

ippi to wit:
The North West Quarter and East half of the North West
Quarter of section Three (3); all of section Four (4); the South East
Quarter and Twenty (20) acres off the South West Quarter South of
Big Black River of section Five (5); The East half of the North West
Quarter and the South half of section Eight (8); the North East
Quarter, the East half of the North West Quarter, the South West
Quarter of the North West Quarter, the North West Quarter of the South
West Quarter and the East half of the South East Quarter of section
Nine (9); The West half of the South West Quarter and Twenty (20)
acres off the West side of the East half of the South West Quarter of
Section Ten (10) all in Township Eleven (11) Range Three (3) East
all of the South East Quarter South of Big Black River
of section Thirty three (33); The East half of the South West Quarter
and the South West Quarter of the South West Quarter of Section
Thirty (34) four: all in Township Twelve (12) Range Three (3) East

Containing in the aggregate Twenty two hundred and forty
(2240) acres more or less; To have and to hold all and
singular the above described property together with all
the buildings and improvements on said lands and the
rights privileges advantages and appurtenances thereto
belonging, or in any wise appertaining to him, said
party of the second part and his heirs successors
and assigns forever. This Indenture is intended
as a Deed of Trust for the following uses and pur-

The time for paying must of notes as looked in this trust deed has
been extended - see Book E.C.C. 6-24 at 229
When under my hand. W.E. Jan 1893

W.P. Hunt del.
W.P. Hunt
W.P. Hunt

passes, to wit: Whereas said Jim E. Cooper of the first part is indebted to said British and American Mortgage Co.; Limited in the sum of Five Thousand \$5000⁰⁰ for money lent as evidenced by the Five promissory notes of said Jim E. Cooper of the first part dated the 12th day of January A.D. 1893 and to become due as follows, to wit:

One note for \$1000⁰⁰ One Thousand Dollars due November first 1893 (Fixed)
 One note for \$1000⁰⁰ One Thousand Dollars due November first 1894 (Fixed)
 One note for \$1000⁰⁰ One Thousand Dollars due November first 1895 (Fixed)
 One note for \$1000⁰⁰ One Thousand Dollars due November first 1896 (Fixed)
 One note for \$1000⁰⁰ One Thousand Dollars due November first 1897 (Fixed)
 bearing interest at the rate of ten per cent per annum from maturity until paid, and for the payment of the interest thereon accruing before maturity of said principal notes Five interest notes have been executed under the same date to become due as follows, to wit:

One note for \$405⁵⁰ Four Hundred & Fifty Five Dollars due November first 1893 (Fixed)
 One note for \$400⁰⁰ Four Hundred Dollars due November first 1894 (Fixed)
 One note for \$300⁰⁰ Three Hundred Dollars due November first 1895 (Fixed)
 One note for \$200⁰⁰ Two Hundred Dollars due November first 1896 (Fixed)
 One note for \$100⁰⁰ One Hundred Dollars due November first 1897 (Fixed)

All of which both principal and interest notes are payable in United States Gold coin of the present standard of weight and fineness, to the British and American Mortgage Company (Limited) at the Louisiana National Bank of New Orleans La.; and are all with their accruing interest intended to be secured by this conveyance. And whereas it is understood and agreed that said parties of the first part will promptly pay all taxes, assessments and charges that are or would become a lien upon said property as the same may be due and payable and will keep the buildings and machinery situated on said lands insured for the full term of this conveyance in some responsible company or companies satisfactory to the said party of the third part in the sum of \$ and will assign and deliver said policies of insurance to said party of the second part for the use and benefit of said party of the third part, and all and any persons interested in the debts secured herein, and that if said parties of the first part shall fail to obtain and keep up said insurance or shall fail to assign

and deliver said policies of insurance to said party of the second part within ten days from the execution of this Indenture or shall fail to pay any of the taxes assessments or other legal charges upon said property when they become due or shall permit the same to be sold therefor or forfeited for any reason then said party of the third part or any of its successors or assigns or any person or persons interested in any of the debts hereby secured shall be entitled to obtain said insurance and to pay said taxes assessments or other legal charges, and in case of sale, redeem said property, and all moneys so paid, and all expenses incurred therein and thereby and all payments made at the option of said party of the third part or any person interested as aforesaid for insurance by reason of any failure of said parties of the first part, to obtain or keep up the insurance or to assign and deliver said policies as hereinbefore provided and all attorney's fees fixed at five per centum on the amount in suit in the event of litigation, shall be a part of the principal debt secured by this instrument, and shall respectively bear interest at the rate of ten per cent per annum from date of payment thereof or liability incurred therefor by the creditor: but the amount so paid for premium on insurance shall not exceed in any one year the sum of \$

And it is further understood and agreed that if default be made in any payment of any indebtedness herein provided for, when the same may become due and demandable, then the whole of the indebtedness secured in and by this instrument may at the option of said party of the third part, or its assigns and without notice to said parties of the first part, be declared due and payable and it may proceed to enforce this deed of trust as hereinafter provided, or, at its option institute proceedings respectively for the collection at law or in equity of such amounts as may be then unpaid. And the said parties of the first part do hereby waive and renounce any and all rights of appraisement redemption and homestead.

And it is mutually agreed between the parties hereto, that if the said parties of the first part shall well and truly keep and perform all the covenants and agreements above set forth and well and truly pay off and discharge all the notes and other indebtedness secured and intended to be secured herein, then this conveyance shall be null and void, but otherwise it shall remain in full force and effect. If default is made in the payment

of any of the above debts above described or any portion thereof when due, or if any of the covenants and agreements herein set forth are not kept, then the said party of the second part when requested by the party of the third part or any holder of said note or notes or by any person interested in the other debts herein provided for, may take possession of said property and sell the same in bulk at his option or so much thereof in parcels as may be necessary to meet said indebtedness, and the expense of executing this trust, including a commission of Five per cent. for his individual services at the door of the Court House in said County of Madison by public auction to the highest bidder for cash, twenty days previous notice of the time and place and terms of such sale having been first given in some newspaper published in the County of Madison by public auction to the highest bidder for cash twenty days previous notice of the time place and terms of such sale having been first given in some newspaper published in the County of Madison by at least two insertions the last insertion not to be less than one week before the day of sale, or by notices posted up, one at the Court House door and at two other public places in said County: said sale to be made on some day fixed by said party of the second part and to be made between the hours of ten o'clock in the forenoon and three o'clock in the afternoon: full power and authority being hereby expressly granted to and conferred upon said party of the second part or his successors, to make and execute and deliver all necessary deeds of conveyance for the purpose of vesting in the purchaser or purchasers thereof good and sufficient title to the lands so sold, the usual recitals where in shall be received in all courts of law or equity, as full and sufficient proof of the matters herein stated: and at such sale, any of the parties here to may become a purchaser or purchasers, and the proceeds of such sale shall be applied first to the payment of the costs and expenses of executing this trust including the commissions of said party of the second part and five percent. for the creditors attorneys fees in the event of litigation, second to the payment of the debt due said party of the third part, its successors or assigns: and the remainder, if any there be shall be paid to the said Jim C. Cooper of the first part. In case of the refusal, neglect or incompetency to act of said trustee or his absence from the State or his decease, then

said party of the third part or any holder of said notes or their legal representatives can at any time they may desire appoint a Trustee in the place of said party of the second part or any succeeding Trustee whom acts done in the premises shall be of the same validity as if done by the Trustee here in before named: and should the said Trustee at any time believe said property or any part thereof endangered as a security for the indebtedness of the said parties of the first part like said party of the third part. he may take the same or any part thereof into his possession and hold it until said indebtedness is paid or until said property is sold as aforesaid: but until demanded by the Trustee for any of the purposes aforesaid said party of the first part may hold the same: but nothing in this Indenture contained shall be construed as requiring the Trustee herein to take or have actual possession of any of said property before being authorized to sell the same as herein before mentioned

It is further expressly covenanted and agreed, that if a sale shall be made under the provisions of this Deed of Trust, then the parties of the first part, their assigns or legal representatives who may be in possession of said premises at the time of said sale shall become from the day of such sale the tenant or tenants at will of the purchaser, and shall and will remove at any time thereafter upon a ten days notice from said purchaser and will pay him the reasonable rental value of said premises from the day of such sale to the day of such removal

It is further understood and agreed that this instrument and the notes herein referred to shall be construed and governed by the laws of the state of Mississippi notwithstanding a different place of payment may be named. In witness whereof the said parties of the first part have hereunto set their hands the day and year first mentioned

Jim C. Cooper
Mary D Cooper

State of Mississippi
County of Hinds

Personally appeared before me Oliver Blifton Clerk of the Supreme Court of Mississippi the within named Jim C. Cooper and Mary D Cooper who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand and seal of office this
thirteenth day of January A.D. 1893

Oliver Blifton
Clerk



John W Greenwood
Susan H Greenwood
To L Weed
S. D. Graham

Filed for Record Feb. 2nd 1893 at 8 o'clock A.M.
Recorded Feb. 2nd 1893
State of Mississippi
Madison County

This deed of conveyance made this the 22nd day of October A.D. 1874 between John W. Greenwood and his wife Susan H. Greenwood of Clark County, State of Arkansas of the first part and S. D. Graham of Christian County, State of Mississippi of the second part Witnesseth, that the said John W. Greenwood and his wife Susan H. Greenwood for and in consideration of the sum of six hundred dollars, to them in hand paid by the said S. D. Graham on the 8th day of December A.D. 1871 - and also the further sum of Fifty Dollars this day paid to the said John W. Greenwood & his wife Susan H. by said S. D. Graham have bargained & sold and do here by grant alien and convey to said S. D. Graham certain land in the County of Madison, State of Mississippi, to wit: (E 1/2 of E 1/4 & W 1/2 of E 1/4 & W 1/2 of E 1/2 & W 1/4 section twenty three Township ten, Range five East to have and to hold the said lands with the appurtenances thereto belonging to the said S. D. Graham and his heirs and the said John W. Greenwood and his wife Susan H. do covenant with the said S. D. Graham that they will warrant and forever defend the title to said land to him and his heirs, or the alien under them free from and against the right, title or claims of themselves or their heirs and of any and all persons whatsoever. In testimony whereof the said John W. Greenwood & his wife Susan H. do hereunto set their hands and seals this day and year first above written

Attest:

James D. Bowers

John W. Greenwood (seal)
Susan H. Greenwood (seal)

The State of Arkansas
Clark County

This day John W. Greenwood and his wife Susan H. Greenwood personally appeared before me H. C. McCarroll a Justice of the Peace of said County & State and the said John W. Greenwood acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned, as his act and deed and the said Susan H. Greenwood on a private examination separate and apart from her said husband acknowl-

edged that she signed sealed and delivered the same as her act (voluntary) and did freely without any fear threat or compulsion of her said husband

GIVEN under my hand and seal this 23rd day of October A.D. 1874

H. C. McCarral *[Signature]*

The State of Arkansas }
Clerk County }

I, Joe H. Clerk Clerk of the Circuit Court of said County do hereby certify that the above named H. C. McCarral was at the date of the above acknowledgment an acting Justice of the Peace in and for said County duly commissioned & qualified to take acknowledgments of deeds and that all his acts as such are entitled to full faith and credit and I further certify that the signature appended to the acknowledgment is the true and genuine signature of said H. C. McCarral

As Witness my hand & official seal of said Court affixed this the 23rd day of October A.D. 1874

Joe H. Stewart
Circuit Clerk

Wills fees 1st

J. P. McNeely }
J. K. McNeely }
J. K. McNeely }

Filed for Records Feb 3rd 1893 at 8 o'clock AM
Recorded Feb 3rd 1893

I hereby appoint and make J. K. McNeely of Hinds County agent with power of attorney to sell and convey with warranty of title all my interest in certain lands lying in Township 8 Range 2 West and 6th Meridian Mississippi & receive the proceeds of such sale

Witness my signature the 9th day of January 1893

J. P. McNeely

State of Miss }
Hinds County }

This day came before the undersigned Justice of the Peace said County J. P. McNeely and acknowledged he signed & delivered the foregoing warrant of attorney the date thereof

Witness my hand the 9th day of January 1893

Geo W. Harper *[Signature]*

Wills fees 4/-

The no. 332 being assumed by the vendors herein in this deed has been previously filed & by authority from County records in number 332-1 pp. 318 & now altered by the same & cancelled 27. February 1895 - W. B. Neal

J. K. McNeely
J. P. McNeely
To L. deed

Filed for Record Feb 3rd 1893 at 8 o'clock A.M.
Recorded Feb 3rd 1893

Moony Belle Bradley } For Six Hundred Dollars
one half paid the receipt of which is here
acknowledged and balance to be paid twelve months from this date
with Five per cent interest thereon to secure which a lien is
retained we convey and warrant specially to Moony Belle Brad-
ley all our interest in E 1/2 N 1/4, S 1/2 W 1/2 of E 1/4 - E 1/2 of E 1/4
Sec 28 and S 1/2 N 1/2 of N 1/4. S 1/2 E 1/2 of N 1/4 - S 1/2 N 1/2 of E 1/4. S 1/2
S W 1/4 and N 1/2 W 1/2 S E 1/4 Sec 27 Township 8 R 2 West in Mad-
ison County Mississippi except one acre retained for the family grave-
yard with the grave of our Father David McNeely in the center
thereof being in S 1/2 N 1/2 of N 1/4 Sec 27 aforesaid J. K. McNeely conveying
his two fifths interest in land in Sec 27 and his one third interest
in land in Sec 28. Witness our signatures the 23rd day of January
1893

J. K. McNeely
J. P. McNeely by J. K. McNeely
his atty in fact

State of Miss
Hinds County

This day personally came before the undersigned
F. B. Neal clerk circuit court J. K. McNeely for himself and as
attorney in fact for J. P. McNeely and acknowledged he signed and
delivered this conveyance the date thereof.

Given under my hand and seal of office this 25th day of Janu-
ary 1893

F. B. Neal clk

L. J. Staderis
B. L. Roberts
D. Gray

Filed for Record Feb 3rd 1893 at 1:45 o'clock P. M.
Recorded Feb 3rd 1893

For and in consideration of the
sum of Five Hundred and Seventy Nine Dollars cash in
hand paid the receipt of which is hereby acknowledged us
L. J. Staderis, B. L. Roberts and D. Gray do hereby convey and
warrant to Emma Sanderson the following described lands
lying in the city of Canton County of Madison and State of
Mississippi: Beginning at a stake on the South side of Ful-
ton Street with Union Street at the North West corner of the
Emma W. Walker lot & running thence West along the South
side of Fulton Street 207 feet to the North East corner of the

Annex E. Owens lot and thence fourth 200 feet to the S.E. corner of said Owens lot and thence East 207 feet to the said Walker lot & thence North 200 feet to Fulton Street the point of beginning with all appurtenances and improvements belonging thereto

It is agreed and understood by and between the parties of this deed that the said Emma Sanderson is to pay all the taxes on the above described for the year 1893

Witness our hands & seals this third day of February 1893

L. J. Stacker
D. Levy
B. L. Roberts

State of Mississippi of Madison County

Before me Thos. F. Leonard an acting Justice Peace in and for said County this day came L. J. Stacker, B. L. Roberts and D. Levy who acknowledged that they signed and delivered the foregoing deed as their act and deed

Witness my hand and signature this third day of Feb 1893
Thos F. Leonard J. P.

Amos Nicholson } Filed for Record 1240 o'clock P. M. Feb 22 1893
J. L. D. G. } Recorded Feb 22 1893

Whereas I Amos Nicholson am indebted to Mrs Abby G. Stone in the sum of Twelve hundred and Eighty Dollars evidenced by my five promissory notes of even date herewith for the sum of \$250⁰⁰ each payable to the order of said Mrs. G. Stone on the 1st day of Decem-ber 1893, 1894, 1895, 1896 & 1897 respectively said notes being for the purchase money of the land hereinafter described and each bearing interest after maturity at the rate of 10 percent per annum and whereas it is contemplated that the said Mrs. G. Stone may make me advances of money or supplies during the years above mentioned for the purpose of cultivating and improving said land: Now therefore in consideration of the premises and for the purpose of securing the payment of said notes as they fall due and any supplies that may be advanced me I said Amos Nicholson do hereby and warrant to C. H. Stone Trustee the following des-cribed land in Madison County: 1/4 Sec 25 T. 9 R. 1 East together with all the pertinences

Satisfied in full
M. G. Stone

and profits of said land during said years and until said notes are paid: To have and to hold the same to him the said E. H. Stone his successors and assigns upon the trusts herein expressed. If any one of said notes shall not be paid when due, then all of said notes then unpaid shall at once become due and payable, and it shall become the duty of said E. H. Stone or his successors at the request of the legal holder of said notes, to sell said land at public outcry for cash to the highest bidder and out of the proceeds of such sale pay the costs & expenses of executing the provisions of this Deed and such of the indebtedness herein provided for as may then be unpaid and the residue if any to be paid to me. Such sale shall be made at the South door of the Court House at Canton Miss and shall be advertised by written notice thereof at said Court House door 10 days prior to day of sale. It is agreed and understood that the rents issues and profits of said land for each year shall be applied first to the payment of any advances made during said year and taxes and the residue shall be applied as a credit upon said notes and in case of default in the payment of supplies and taxes for any one year of the note following due said year said Trustee is hereby authorized and empowered to take the rents and issues of said land and apply same as above directed. Said M. G. Stone or his assigns may in writing appoint some other persons to act as such in place and stead of said E. H. Stone as Trustee whenever she may deem it expedient and for this intent so to do and such persons so appointed shall thereupon become vested with all the powers herein conferred upon said E. H. Stone.

Witness my hand this Jan'y 25th 1893

The State of Miss of Miss
Clayton County

Amos Nicholson

Personally appeared before the undersigned Jas Priestly Clerk of the Chancery Court of the said County the within named Amos Nicholson who acknowledges that he signed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed

Given under my hand and official seal at office
this 3rd day of February A.D. 1893

clerk fec'd 1 25

Jas Priestly clk

M. G. Stone }
 C. H. Stone }
 To & Recd }

Filed for Record 3:30 o'clock PM Feb 3rd 1893
 Recorded Feb 3rd 1893

Amos Nicholson }
 Amos Nicholson }
 do hereby convey and warrant to said Amos Nicholson the fol-
 lowing described land in Madison County Mississippi to wit the
 N 1/4 Sec. 25 Township 9 N East. To have and to hold to him
 the said Amos Nicholson his heirs and assigns forever.
 Witness our hands this 25th day of January 1893

M. G. Stone
 C. H. Stone

State of Mississippi }
 Madison County }

Personally appeared before the undersign-
 ed Justice Clerk of the Chancery Court of the said County the
 within named M. G. Stone & C. H. Stone who acknowledges that
 they signed and delivered the foregoing deed on the day and year
 therein mentioned as their act and deed
 Given under my hand and official seal at office this 3rd day
 of Feb^ry A.D. 1893
 J. W. Priestly Clerk

This deed is
 recorded in
 Land & Chattel
 Book A.C.

J. C. Loviston }
 Easter Loviston }
 To & Recd }
 J. F. Moore }
 and fifty nine & 2/100

Filed for Record 4th day of Feb. 8:30 AM
 Recorded Feb 4th 1893

In consideration of our
 indebtedness in the sum of Three hundred
 dollars evidenced by our promissory

✓

Bessie B. Bonds } Filed for record at 3 o'clock P.M. Feb 3, 1893
 C. A. Bonds } And recorded Feb 7th 1893
 Maggie Cox } James Priddy clk
 W. W. Cox }
 Do J. Deed }
 Sallie D. Maxwell }

In consideration of the sum of One Thousand Dollars each in hand paid Bessie B. Bonds and Maggie Cox by Sallie D. Maxwell the receipt of which is hereby acknowledged Mr. Bessie Bonds (nee Richards) and her husband C. A. Bonds and Maggie Cox (nee Richards) and her husband Will Cox do hereby convey and warrant unto said Sallie D. Maxwell forever the following described land lying being and situated in Madison County State of Mississippi. To wit.

The (S. 1/2, S. W 1/4 and N. 1/2, W 1/2 S E 1/4 Section 2 T. 9. R. 2 each) with our hands and seals this 23rd day of Jan 1893

Mrs. Bessie B. Bonds [initials]
 C. A. Bonds [initials]
 Mrs. Maggie Cox [initials]
 W. M. Cox [initials]

State of Louisiana }
 Parish of Lincoln } On this the 23rd day of Jan 1893. Before me personally appeared Mrs Bessie B. Bonds and C. A. Bonds to me known to be the persons described in and who executed the foregoing instrument and acknowledge they executed the same as their own free act and deed. In testimony whereof I sign here officially this 23rd day of Jan 1893

J. W. Williams, Clerk of Lincoln Parish

State of Mississippi }
 Holmes County } Personally appeared before me L. A. Heck Mayor of Durant and Ex officio J.P. in and for the above County and State Mrs. Maggie Cox and her husband W. M. Cox who acknowledge that they signed and delivered the foregoing instrument of writing on the day therein written as their act and deed. Witness my hand and seal of office this 26th day of Jan 1893

L. A. Heck Mayor of Durant
 & Ex off J.P.

✓
 Mary J Kendall, (Filed for record at 3 PM, Feb 3, 1893
 Do Deed.) And recorded Feb 7th 1893
 Saml D Maxwell } Jas. P. Sweeney CLK

In consideration of the sum
 of Eight Hundred dollars cash in hand paid me
 by Saml D Maxwell. The receipt of which is hereby
 acknowledged. I Mary J Kendall do hereby convey and
 warrant unto the said Saml D. Maxwell forever the
 following described lands, lying being and situated in
 Madison County State of Mississippi to wit
 (The N 1/2. S. W. 1/4 and N 1/2, W 1/2 S. E. 1/4. Sec 2. T. 9. R. 2 E)
 Witness my hand and seal this the 21st day of
 January A.D. 1893

Mary J. Kendall [Seal]

State of Mississippi
 Weak. Co

Personally appeared before the
 undersigned an acting Justice of the Peace in and for
 the said County and State Mary J Kendall who well
 knowledges that she signed sealed and delivered the
 foregoing instrument of writing as her act and deed
 and on the day and year therein expressed!
 Witness my hand this 21st day of Jan'y A.D. 1893

J. P. Ollington J. P.

✓
 Anderson & Ray
 J M Ray & M C Lewis assignees } Filed for Record Feb 6th 1893
 of Anderson & Ray } at 10:00 P.M. Recorded Feb 7th 1893
 Wm J. P. Spilman

and all others whom it may concern: This is to certify
 that on the 4th day of February A.D. 1892 Anderson & Ray
 & Walter H. Anderson & J M Ray executed a certain
 deed of trust to secure the Mississippi State Bank
 of Canton in the sum of money therein mentioned
 & specified which deed of trust is recorded in
 the Chenery & Lusk office for Madison County
 Mississippi in Record Book A to page 621. That
 said sum of money mentioned therein are lawful

demands and that said sums were & are evidenced as therein stated. That the lands hereinafter described and other property were conveyed by said Deed of Trust. That the indebtedness secured by said Deed of Trust was on the 5th day of January A.D. 1893 and is now past due and unpaid and that on the 16th day of January A.D. 1893 the Trustee named therein W. H. Powell did sell in accordance with said Deed of Trust the land hereinafter described and conveyed the same to the Mississippi State Bank of aforesaid by proper deed which is recorded in Book B B B page 323 et seq in said office and that the Mississippi State Bank is now the whole owner of said lands and has a perfect title to all of said lands and we and each of us now request you to purchase said lands from the said Bank and pay the said Bank therefor as no person or corporation has any interest in said lands or in the proceeds thereof except the said Bank. The said sale made by the said Trustee W. H. Powell was in all respects legal & valid. The lands mentioned are situated in Madison Co Miss and are described as follows

The S E 1/4 & E 1/2 S W 1/4 Sec 22 + N 1/2 S W 1/4 Sec 23 + N 1/2 of N 1/4 Sec 26 + the N 1/2 + S E 1/4 + E 1/2 S W 1/4 Sec 27 + N 1/2 of N 1/2 + the S E 1/4 of E 1/4 Sec 34 + N 1/2 Sec 35 all in Town 9 Range 3 East

Witness our hands & seals this the 1st day of February A.D. 1893
 Anderson & Ray seal
 J. M. Ray seal
 W. C. Lewis seal
 assignee of Anderson & Ray

State of Mississippi
 Madison County } Personally appeared before the undersigned
 R. M. Stewart a Justice of the Peace of said County the within named
 W. C. Lewis assignee for Anderson & Ray who acknowledged that he
 signed and delivered the foregoing deed on the day and year
 therein mentioned as his act and deed.

Given and subscribed before me this the 4th day of
 February 1893

W. C. Lewis

R. M. Stewart J. P.

Satisfied by a recission of the sale conveyed by J. W. McKay and R. M. Hamblin. J. W. McKay delivering to R. M. Hamblin the unrecorded deed to said land and said R. M. Hamblin delivering to J. W. McKay the notes executed by J. W. McKay payable to R. M. Hamblin for the purchase money of said land. This the 9 day of Dec. A. D. 1893.

R. M. Hamblin

J. W. McKay } Filed for Record at 11 o'clock A. M. on the 6th of February
 To J. D. / 5 } A. D. 1893 and Recorded February 8th 1893
 J. M. Hamblin } James Priestley Clerk
 R. M. Hamblin } State of Mississippi. Madison County

To secure the payment of three promissory notes of this date due & payable to R. M. Hamblin or bearer one the first day of December 1893 for \$ 55⁰⁰; one for \$ 120⁰⁰ due and payable the first day of December 1894. and one for \$ 130⁰⁰ due & payable the first day of December 1895. The purchase money for the following land in Madison County Mississippi (to wit) (The 1/2 of the N & E less 20 acres off of the north end of Sec. 11. T. 11 N. R. 5 east.) I have this day for the above consideration & for one dollar in hand paid by J. M. Hamblin bargained sold and conveyed to J. M. Hamblin his heirs & assigns the above described land in the County & State aforesaid, to wit, The 1/2 of the N & E less 20 acres off of the north end of Sec. 11. T. 10. R. 5 east with the hereditaments thereto belonging. In trust nevertheless and for the following purpose. If I shall pay at maturity each of the aforesaid. Then this deed in trust shall be null & void otherwise to remain in full force and effect. If there is default in the payment of any of the aforesaid notes then all of said notes shall be considered due and the said J. M. Hamblin trustee shall enter into & take possession of the aforesaid property and after advertising sale of said land by written notice posted at Revine, Sulphur Springs & Camden for 10 days. shall on the day of sale sell said land at Revine for cash to the highest bidder and out of the proceeds of said sale first pay the costs of this deed in trust, then pay off the notes aforesaid, and if there is any surplus pay it over to J. W. McKay, his heirs or assigns. It is further agreed that if J. M. Hamblin should refuse or fail to act as trustee then the said R. M. Hamblin heirs or assigns shall appoint another one whose acts shall be as valid & legal as if done by the said J. M. Hamblin. Witness my name. this the 24th day of December 1892

Witness J. K. Hamblin
 J. W. McKay

State of Mississippi Personally appeared before the undersigned Justice of the Peace Madison County J. K. Hamblin one of the subscribing witnesses to the foregoing Deed who being by me first duly sworn deposed and said that he saw the above named J. W. McKay sign and deliver the same to J. M. Hamblin Trustee for R. M. Hamblin that he this deponent subscribed his name as a witness thereto in the presence of the said J. W. McKay on the day and year there in named.

Witness my hand this 1st day Feb'y 1893
 Samuel Milton J. P

P. V. Simpson } Filed for Record at 2³⁰ o'clock P. M on the 4th July A. D.
 To } Deeds } 1843 & Recorded July 8th 1843
 S. S. Simpson } James Priestley Clerk
 State of Texas } Know all men by these presents that I P. V. Simpson
 Ellis County } of the County and State above mentioned do grant and
 sell unto S. S. Simpson my undivided half interest in the following
 described lands being situated and lying in Madison County State of
 Mississippi and described as follows: $\frac{1}{2}$ of $\frac{1}{4}$ E $\frac{1}{4}$ and $\frac{1}{2}$ S $\frac{1}{4}$
 Section 34 Township 12 Range 4. East and the N $\frac{1}{4}$ Section 3 Town-
 ship 11. Range 4. East and $\frac{1}{2}$ of $\frac{1}{4}$ N $\frac{1}{4}$ and $\frac{1}{2}$ of $\frac{1}{4}$ S $\frac{1}{4}$ Section
 2. Township 11. Range 4. East.) The Consideration in this deed being
 to satisfy a debt due and unpaid to the said S. S. Simpson of
 three hundred and seventy five dollars.
 Witness my Signature this the 21st day of January A. D. 1843
 P. V. Simpson

The State of Texas }
 County of Ellis } Before me J. B. Kempf hills a notary Public in
 and for Ellis County Texas on this day personally appeared P. V.
 Simpson, known to me to be the person whose name is subscribed
 to the foregoing Instrument and acknowledged that he executed signed
 and sealed said Instrument for the purposes and consideration therein
 expressed.
 Given under my hand and official seal this 21st day of July A. D. 1843
 J. B. Kempf hills Notary Public Ellis Co Texas

Anderson & Ray } Filed for Record July 6th A. D. 1843 at 1 o'clock P. M.
 W. E. Lewis Assignee } & Recorded July 8th 1843 Jas. Priestley Clerk
 T. } War. Deeds }
 Mississippi State Bank } In Consideration of the sum of Two Dollars
 Cash in hand paid me by the Mississippi State Bank of Canton Miss.
 The receipt of which is hereby acknowledged I W. E. Lewis Assignee
 of Anderson & Ray a firm which was composed of Walter H.
 Anderson & J. M. Ray do hereby convey and warrant unto the said
 Mississippi State Bank all the right Title & interest of said
 Anderson & Ray and Walter H. Anderson & J. M. Ray and all
 the right Title & interest of each & all of the creditors of said
 Anderson & Ray & of Walter H. Anderson & J. M. Ray of in & to
 the following described lands lying being & situated in Mad-
 ison County State of Mississippi to wit: The S $\frac{1}{4}$ + E $\frac{1}{2}$ S $\frac{1}{4}$

Sec. 22 & N 1/2 S W 1/4 Sec. 23 & W 1/2 N W 1/4 Sec. 26 & N 1/2 & The S E 1/4 & E 1/2 S W 1/4 Sec. 27 & N 1/2 of N 1/2 & The S E 1/4 N E 1/4 Sec. 34 & N W 1/4 Sec. 35 all in Town 9 - Range 3 - East

Witness my hand & seal this 1st day of February. A. D. 1893
W. E. Lewis (Seal)
Assignee of Anderson & Ray

State of Mississippi
Madison County

Personally appeared before the undersigned R. W. Stewart a Justice of the Peace of said County the within named W. E. Lewis assignee for Anderson & Ray, who acknowledged that he signed and allowed the foregoing deed on the day and year therein mentioned, as his act & deed.

Swoon to & subscribed before me this the 4th day Feby 1893
R. W. Stewart J. P.

Miss State Bank } Filed for Record Feby 6th A.D. 1893 at 11 o'clock
Do } Deeds } A.M. & Recorded Feby 8th 1893 Jas. Pintley clerk
J. P. Spillman }

In consideration of the sum of Twenty Five Hundred Dollars Cash in hand paid the Mississippi State Bank of Canton Mississippi an incorporated Institution under the Laws of said State by J. P. Spillman, the receipt of which is hereby acknowledged, the said Mississippi State Bank does hereby convey & warrant specially with the J. P. Spillman the following described lands lying being & situated in Madison County State of Mississippi to wit: - (The S E 1/4 & E 1/2 S W 1/4 Sec. 22 & N 1/2 S W 1/4 Sec. 23 & W 1/2 N W 1/4 Sec. 26 & N 1/2 & The S E 1/4 & E 1/2 S W 1/4 Sec. 27 & N 1/2 N 1/2 & The S E 1/4 N E 1/4 Sec. 34 & N W 1/4 Sec. 35 - All in Town 9 - Range 3 East)

But this conveyance is made subject to a Vendor's Lien upon said lands amounting to about Six Thousand Dollars and said Bank does not intend to & does not warrant the Title or possession to said lands against said Lien or its Enforcement. The said Spillman shall pay the Tax on said lands for 1893. Said Bank covenants to warrant the Title to said lands against Anderson & Ray & their assigns and none others and only to the extent of Twenty five hundred Dollars in any event.

In Testimony whereof The said

Bank has caused this deed to be signed by The President of its Board of Directors & its Corporate seal to be affixed this 6th day of February A. D. 1843

Miss State Bank
by R. Foot P^r

State of Mississippi
Madison County

Personally appeared before me, Clerk of the Chancery Court of said County & State, R. Foot President of the Mississippi State Bank, who acknowledged that he signed sealed and delivered the foregoing deed on the day & year & for the purposes therein mentioned as the act and deed of said Bank,
J. Prouty, Clerk

Alongo Luce & Lena Luce } Filed for Records Feb'y 8th A. D. 1843 at 9 o'clock A. M.
To } Deeds } & Recorded February 8th 1843 Jas. Prouty Clerk

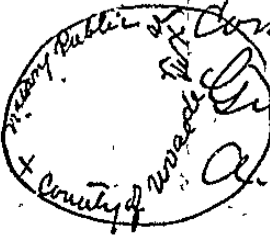
M. A. Venture } In consideration of one dollar paid & convey and warrant specifically by way of quit claim to Mrs M. A. Venture all that land in Madison County State of Mississippi described as follows:-
E 1/2 less 22 acres off N. end N 1/2. N E 1/4 and 22 acres off S. end E 1/2 N 1/4 & E 1/2 S 1/4 Sec. 31. T. 8. R. 1. W. N 1/2 N E 1/4 + N 1/2 Sec 32. T. 8. R. 1 W
E 1/2 S E 1/4 + 49 acres off E 1/2 S 1/4 lying E. of Boyce Chitto Sec. 36. T. 8. R. 2. W
Witness my signature this - day Jan'y 1843

Alongo Luce
Lena Luce

State of Texas }
County of Waukegan }

Before me J. E. Coleman Notary Public in and for Waukegan County, on this day Personally appeared Alongo Luce and Lena Luce wife of Alongo Luce known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. Lena Luce wife of Alongo Luce being by me examined privately and apart from her husband, and having the same fully explained to her, she the said Lena Luce acknowledged such instrument to be her act & deed, and declared that she had willingly signed the same for the purposes and

consideration therein expressed, and that she did not wish to retract it Given under my hand and seal of office this 24th day of January A. D. 1843
J. E. Coleman, Notary Public



James Priestly } Filed for Record 7th February A.D. 1873 at 4 o'clock P.M.
Commissioner } and Recorded on the 8th February 1873 Jas Priestly Clerk
To } Deed

J. P. Frazer } By virtue of the authority conferred on me by the
decree of the chancery court of Madison County Miss rendered on
the 23 day of December 1872 confirming a sale made by me in pur-
suance of a decree of said court rendered at the September term
1872 in the case of Sarah Pearson against J. P. Frazer No 2499 upon
the general docket of said court. I James Priestly as commissioner
of said court in consideration of eight hundred dollars to me
paid by J. P. Frazer do hereby sell & convey to said J. P. Frazer
the following described land in Madison County Mississippi to
wit: (The 1/2 1/2 Sec 19. T. 10. R. 4. East and 14 acres off the east
side of East half of S 1/2 N E 1/4 and 6 acres in N E corner of S E 1/4
Sec 24. T. 10. R. 3. East) in said Madison County Mississippi
-witness my signature this 27th day of December 1872

Jas. Priestly Commissioner

The State of Mississippi

Madison County } Personally appeared before the undersigned, M.
Allen, Clerk of the Circuit Court of the said County, the within named
James Priestly Commissioner, who acknowledged that he signed
and delivered the foregoing Deed on the day and year therein
mentioned as his act and deed.

Given under my hand and official seal, this 7th day of July A. D. 1873
M. Allen

seal

Mary E. Harrell } Filed for Record July 8th A.D. 1873 at 4 o'clock
To } Deed } P.M. & Recorded February 9th 1873
J. F. Bailey Pres. - B.S. } Jas. Priestly Clerk

In consideration of Ten Dollars I convey and
warrant to J. F. Bailey President of Board of Supervisors of Madison
County Miss and his successors in office forever the following
described lot parcel or piece of land lying in Madison County
Miss to wit: a certain strip of land thirty feet wide running
along the dividing line of my land and the land of J. M. Leitch
same being in west part of my place being a part of E 1/2
N 1/2 N 1/2 N E 1/4 S - 12 - T - 7 - R - 2 - E. same is conveyed to
said J. F. Bailey to be used as a public road. Witness my
hand this July 2 - 1873

Mary E. Harrell

State of Mississippi }
Madison County }

Personally appeared before me E. C. Postell

J. P. ^{in and for said County} Mrs. M. E. Harrell, who acknowledged that she signed & delivered the above deed as her own act & deed on the day & year there in written

Approved & subscribed before me this the 2nd January 1893

E. C. Postell J. P.

H. H. Staderker Filed for Record Feb 11th 1893 at 10:00 PM
To C. Deed } and Recorded Feb 11th 1893
B. L. Roberts.

In consideration of Forty Five and 7/100 dollars cash in hand paid to me by B. L. Roberts the receipt of which is hereby acknowledged I do hereby release and quit claim to B. L. Roberts my undivided one half interest in the following described land being and lying in Madison County Mississippi to wit: a certain parcel of land commencing on South side of Extension of Peace Street East of Canton Mississippi on the North East corner of Lot owned by James Culhoun and running East on Peace Street 100 feet thence South 400 feet thence West 100 feet thence North 400 feet to the point of beginning being in section 19 T. 9 R. 3 East and being the same lot conveyed by J. G. Wilson to H. H. Staderker & B. L. Roberts by J. G. Wilson which deed is recorded in Book "A" of pages 106 & 107 of Record of Deeds in Madison County Mississippi. The words "my undivided one half interest" were interlined in the above deed before signing.

Witness my signature this 10th day of Feb 1893

Henry Henry Staderker

The State of Mississippi
Madison County

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

Given under my hand and official seal this 11th day of February 1893

J. Priestly Clerk

J. W. Chambers
J. W. Chambers' Wife

Filed for Record Feb 13th 1893 at 1.08 P.M.
Recorded Feb 13th 1893

J. W. Chambers
to L. D. J.
P. M. Harding
To secure
Equitable Mtg-
gage Company

This Indenture made

this Fourth day of February A.D. One Thousand Eight Hundred and
Ninety three by and between J. W. Chambers & J. W. Chambers Husband
& Wife of the County of Madison & State of Mississippi party of the first
part and P. M. Harding, Trustee herein of the County of Harrison State
of Mississippi party of the second part and the Equitable Mortgage
Company of Kansas City Missouri party of the third part: Witness
eth: That the said party of the first part in consideration of the debt
and trust hereinafter mentioned and created and of the sum of One
dollar to the said party of the first part paid by the said party of the
second part, the receipt of which is hereby acknowledged does by
them presents grant bargain and sell convey and confirm unto the
said party of the second part the following described real estate
situated in the County of Madison in the State of Mississippi to wit
The South half of the East half of the South West Quarter
and the South half of the Southeast quarter of Section Thirty Six
the North half of the North East quarter of Section Thirty Four
the North half of the North half of section Thirty Four: the North
half of the West half of the North West quarter and the East
half of the South West quarter of section thirty six in Town-
ship Twelve of Range Three East also the South half of the
North West quarter and the West half of the North West
Quarter of section One the North East corner of section
Two and the East half of the North East quarter of
section Twelve in Township Eleven of Range Three
East also the South half of the West half of the
North West quarter of section six, the South West
quarter less fifty acres off the East side thereof
of section six; (The North West quarter and the West
half of the North East quarter of section seven in
Township Eleven of Range Four East) containing in all
Fourteen Hundred and nine acres more or less and for
session of said premises now delivered unto said party of
the second part: To have and to hold the same to-
gether with all and singular the tenements her-
editaments appurtenances rights franchises rents and
profits thereto belonging or in any wise appertaining

The interlineation of the words "the south half less forty acres off the West side thereof" in section one & nineteen acres in section six by the Chamberlain is a true copy of the original
Geo. C. Gentry, Secy.
m. J. Gentry, Secy.

and all the machinery now upon or which may hereafter put upon said premises whether attached or detached to the said party of the second part and to his successors hereinafter designated forever: the said party of the first part hereby Covenanting with said party of the second part for the use and benefit of said party of the third part its successors and assigns, that they are lawfully seized of an indefeasible estate in fee in said premises: that they have good right to convey the same: that said premises are free and clear of all liens and encumbrances: and that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever hereby expressly releasing and conveying all rights of dower or homestead in said premises. In Trust however for the following purposes, whereas, the said party of the first part is justly indebted unto the said party of the third part in the sum of Forty One hundred thirty Two and 50/100 Dollars according to the tenor and effect of Seven certain promissory notes of even date herewith duly executed by the said party of the first part and payable in Gold Coin of the United States of America of the present standard of weight and fineness to the order of the Equitable Mortgage Company at its office in New York City State of New York with interest thereon from the date thereof at the rate of Five per cent per annum according to the dates and for the amounts of said notes as follows:

No 1 due Dec 1st 1893 for \$755.01 No 5 due Dec 1st 1897 for \$523.84
 No 2 due Dec 1st 1894 for \$733.38 No 6 due Dec 1st 1898 for \$464.82
 No 3 due Dec 1st 1895 for \$657.42 No 7 due Dec 1st 1899 for \$410.20
 No 4 due Dec 1st 1896 for \$587.83

All of said notes providing that if any part of the principal or interest is not paid at maturity it shall bear interest thereafter at the rate of ten per cent per annum payable semiannually and if any interest remains unpaid twenty days after due the principal shall become due and collectible at once without notice at the option of the holder. And whereas said party of the first part agrees with said party of the third part and the endorses or assigns of said promissory notes and each of them to pay all taxes and assessments general and special against said land & improvements

when due or within the time required by law: and also to keep the improvements upon said land in good repair and constantly insured in such companies as said third party may approve of until said notes be paid for the sum of at least Six Hundred Dollars and the policy or policies thereof constantly assigned or pledged and delivered to said party of the third part, or to the legal holder of said notes for further securing the payment of said notes with power to demand, receive and collect any and all moneys becoming payable thereunder and apply the same toward the payment of said notes unless otherwise paid: and also shall permit no cutting of timber except for usual and necessary repairs and firewood unless the consent in writing of the Trustee herein be first obtained: and also to keep said land and improvements thereon free from all statutory lien claims of every kind: and also to protect the title and possession of said premises so this deed of Trust shall be a first lien thereon until said debt is paid: and if any or either of said agreements be not performed as aforesaid, then said party of the third part or said endorses or assigns or any of them may pay such taxes and assessments and may effect such insurance for said purpose, paying the cost thereof, and may also pay the final judgment for any statutory lien claim and may protect the title or possession of said land including all costs and attorneys fees: and for the repayment of all moneys paid in the premises with interest thereon from the time of payment at the rate of ten per cent per annum, these payments shall be security in like manner and with like effect as for payment of said notes. Now if said notes be paid when due and said agreements be faithfully performed as aforesaid, then these payments shall be void and the property hereinbefore conveyed shall be released at the cost of said party of the first part but if default be made in the payment of any of said notes or any part thereof when due or in the faithful performance of any or either of the agreements as aforesaid or if this Deed of Trust or the debt or notes hereby secured, shall be taxed under any existing laws of the State of Mississippi or any laws hereafter passed then the whole amount of said notes shall at the option

shall at the option of the holder of said notes become immediately due and payable without notice to said first party and this Deed shall remain in force and the said party of the second part or his successors or substitute hereinafter provided for may at the request of the holder of said notes proceed to sell the property hereinbefore described and any every part thereof and all right and equity of redemption of the said party of the first part and the heirs executors or assigns of said first party therein at public vendue to the highest bidder at the front door of the Court House in the County of Madison and State of Mississippi first giving twenty days public notice of the time and terms and place of sale and of the property to be sold by advertisement in some newspaper published in the County in which the land is situated or by posting written notices thereof in at least three public places in such County one of which shall be at the door of the Court House of such County) and the said Trustee may adjourn the sale from time to time in his discretion and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof and any statement or recital of facts in such deed in relation to the non payment of the money hereby secured to be paid, existence of the indebtedness so secured, notice by advertisement or posting of notices, sale the receipt of the money and the appointment where by such other trustee may become successor as herein provided shall be prima facie evidence of the truth of such statement or recital and the said Trustee shall receive the proceeds of said sale out of which he shall pay: first the cost and expenses of executing this Trust including five percent upon the Amount of said notes as compensation to the Trustee for his services and a sum equal to ten percent of the Amount of said notes as Solicitor fees: and next to said third party or the endorsers of said promissory notes upon the usual vouchers therefor all moneys paid for insurance and taxes and judgment upon statutory lien claims and cost and interest thereon as hereinbefore provided for: and next all of said notes then due and unpaid including interest then due thereon: and next the principal of such of said notes as are not due at the time of sale with interest up to the time of such payment and if not enough therefor

then apply or that remains: the balance of such proceeds, if any shall be paid to the said party of the first part or the legal representatives of said first party: - Or upon default in the payment of any one of said notes when due and so often as such default shall occur at the option of the holder thereof a sale may be had in like manner as hereinbefore provided of the whole of said premises subject to the lien of this deed of trust for the payment of the remainder of said notes when and as the same become due: the proceeds of such sale to be applied to the satisfaction of such defaulted notes.

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

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

In the event of the death or absence from the State or the failure or refusal, or the disqualification from acting hereunder of the said party of the second part, or any of his successors hereinafter provided for, the said party of the third part by its President or Vice President, its successors or assigns, or the then legal holder of the notes by this deed of Trust secured shall have full power to appoint by a duly executed deed of appointment duly recorded in the County in which the land herein described is situated a Trustee in the place of said party of the second part or any succeeding Trustee who shall have the same powers which are herein delegated to the said party of the second part. It is expressly understood and agreed that any release of this deed of Trust by the said Trustee or any of his successors shall not be valid unless he shall be joined therein by said party of the third part, its successors or assigns, the then legal holder of the notes by this deed of Trust secured

In testimony whereof the said parties of the first have hereunto set their hands the day and year first above written

W. H. Powell

J. M. Chambers
J. U. Chambers

State of Mississippi
Madison County

Personally appeared before me James Priestly Clerk in and for the said County & State the within named J. M. Chambers and J. U. Chambers his wife and wife who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand and official seal this thirteenth (13) day of Feb A.D. 1893

James Priestly Clerk

Albert R. Shattuck Trustee
To Release

Filed for Record Feb 14th 1893 at 9.45 am
Recorded Feb 14th 1893

J. B. & Jessie Yellowly
Whereas J. B. Yellowly and Jessie Yellowly did on the 2nd day of January A.D. 1893 execute a certain Trust Deed to Albert R. Shattuck Trustee to secure an indebtedness to the British and American Mortgage Company Limited of \$3000 - Three Thousand Dollars and the interest thereon on lands situated in the County of Madison State of Mississippi which said lands are more particularly described in said Trust Deed which was filed for Record in the public records of Madison County on the 11th day of January 1893 and recorded in the records of said County in Book B B B page 299 et seq. And therefore I, Albert R. Shattuck Trustee named in said Trust Deed by and with the consent of W. B. Shattuck the managing Director of the British and American Mortgage Company Limited the present holder of the indebtedness described in said Trust Deed signified by signing these presents with me said Trustee for and in consideration of the sum of One dollar to me in hand paid do hereby release from the operation of the lien of said Trust Deed the following described lands situated and lying in the County of Madison State of Mississippi, to wit: The East half of the South

East Quarter of section twenty nine (29) Township seven (7) Range two (2) East. But the lien of said Trust Deed on all and singular the other lands described and ~~included~~ in said Trust Deed is expressly reserved, continued and retained in all its full force and effect: the intention hereof being that this instrument shall only take effect to relieve from the lien of said Trust Deed the land herein above particularly described but shall continue in all its force and effect as to all and singular the other lands described or included in said Trust Deed.

In witness whereof we have hereunto set our hands this 9th day of February A.D. 1893

The British American Mortgage Company Limited
By W.B. Shattuck
Managing Director
Albert R. Shattuck
Trustee

Seal

State of Louisiana }
Parish of Orleans }

Personally appeared before me Charles P. Rowland the undersigned authority the within named W.B. Shattuck and Albert R. Shattuck who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal this 9th day of Feb A.D. 1893

Chas P. Rowland
Commissioner for the State of Mississippi in Louisiana

Wks. fees of -

Paid 1st mortgage on this deed Dec 1893 500.00
11 int to Dec 1-1894 100.00
P.D. Nov. 15 2 Dec 15/94 300.00
for other payments see next page

John M. Greaves
Trustee of Trust
H. B. Greaves Trustee
Mrs. A. S. Johnson

Filed for Record Feb. 14th 1893 at 3:02 PM
Recorded Feb 14th 1893

and entered into this 14th day of Feb 1893 by and between John M. Greaves party of the first part and H. B. Greaves Trustee party of the 2nd part and Mrs. A. S. Johnson party of the third part. Witness: That the said party of the 1st part is indebted to the said party of the third part in the sum of Eighteen Hundred (\$1800.00) Dollars money this day borrowed evidenced by his several promissory notes of even date herewith. said notes being due and

Recd 14 paid Subst 7 400 on promissory, sum 600
Pays & satisfied in full & of acc by order of the beneficiary Am
E. O. Johnson marked passive notes here now ~~marked~~ cancelled M. O. Davis Bank
M. O. Davis Bank

and payable as follows to wit note No 1 due Dec 1st 1893
for Five Hundred Dollars. Note No 2 due Dec 1st 1894
for Three Hundred Dollars Note No 3 due Dec 1st 1895
for Five Hundred Dollars Note No 4 due Dec 1st 1896
for Five Hundred Dollars and all said notes bear-
ing interest at the rate of 10% ten per cent per an-
num the said interest on each of said notes becoming
due and payable annually on the first day of Dec
as follows viz Dec 1st 1893; Dec 1st 1894; Dec 1st 1895 and
Dec 1st 1896 and whereas the said party of the first part
is desirous of securing to the party of the third part
the prompt payment of said notes with all interest
as they severally fall due now therefore in consideration
of the above sum of money loaned me the said party
of the first part have granted sold and conveyed unto
the said party of the second part his administrators
and assigns the following described real Estate lying
in Madison County Mississippi and described as follows
to wit: (S E 1/4 Sec 28 T 9 R 1 E - all Sec 33 T 9 R 1 E - and
520 acres off North End Sec 4 T 8 R 1 E also an undivided
moiety of 25 acres in the N. corner of Sec 4 T 8 R 1 E
& bounded as follows to wit on West by Sec 5 T 8 R 1 E
on South by Sec 8 T 8 R 1 E on East by Road leading
from Canton to Livingstone containing in all 1337 1/2
acres To have and to hold the same unto the said
party of the second part his administrators and assigns
and successors of him forever in trust nevertheless upon
these terms and conditions that is to say If the said party
of the first part shall fail or refuse to pay the said
party of the third part and her assigns the amount
of said indebtedness in or before the maturity as evidenced
by the said several promissory notes and all interest which
shall accrue thereon and the cost and charges of this deed
and it is understood and agreed that a failure or refusal to
pay any one of said notes with the interest as aforesaid shall
cause the entire indebtedness to become due and payable then
the said party of the second part or the successors of him may
and shall enter into and take possession of said real estate
and shall sell the same or so much thereof as may be neces-
sary before the door of the Court House in the city of Canton

at public auction to the highest bidder for cash after giving thirty days notice of the time and place of said sale by advertising in some county newspaper or by posting notice of said sale in three or more convenient public places and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance and from the proceeds of said sale the said party of the second part or his successor shall first pay the costs and charges of this deed and of said sale and then pay said party of the third part and her assigns the amount of said indebtedness and all interest due thereon and if there remain any surplus of the proceeds of said sale then the said party of the second part shall pay the same to the said party of the first part or his assigns. But if the party of the first part shall well and truly pay the amount of said indebtedness and all interest due thereon and the costs and charges of this deed then said party of the second part shall enter satisfaction of this deed upon the records thereof and the same thereafter shall be null and void and of no effect. It is understood and agreed that if the said party of the second part shall from any cause fail to perform the duties of Trustee as aforesaid then the said party of the third part or her assigns shall in writing appoint another Trustee whose acts and doings shall be as binding as if done by said H. B. Greaves Trustee aforesaid.

In testimony whereof the said party of the first part hereunto sets his hand on the day and year above written
 John M Greaves

State of Mississippi }
 Madison County }

Personally appeared before the undersigned James Priestly Clerk of the Chancery Court of the said County the within named John M Greaves who acknowledged that he signed and affirmed the foregoing deed on the day and year therein recited as his act and deed

Given under my hand and seal this 14th day of January of 1893
 J. M. Greaves
 J. M. Greaves
 J. M. Greaves

Chy # 150

J. M. Dickerson
 Mattie Dickerson
 To & Deed
 A. L. Brock

Filed for Record 15th Feb. 1893 at 8:08 a.m.
 Recorded Feb 15th 1893

In consideration of
 Four Hundred and twenty five Dol-
 -lars in hand paid we convey and warrant to A. L. Brock the
 Land situated in Madison County, State of Mississippi, and described
 as the 1/2 of the N E 1/4 Section 17 Township 11 Range 4 East
 containing Eighty acres more or less.
 Witness our signatures this 6th day of December 1892
 J. M. Dickerson
 Mattie Dickerson

State of Mississippi
 Madison County

Personally appeared before me the
 undersigned Justice of the Peace of the County aforesaid J. M.
 Dickerson and Mattie Dickerson who acknowledged that they
 signed and delivered the foregoing Deed of Conveyance as
 their own act and deed on the day and year therein named.
 Witness my hand this 7th day of December 1892
 J. M. Dickerson
 Mattie Dickerson
 Saml. Milton J.P.

M. J. Blower
 To & Deed
 Wm + Louise Kennedy

Filed for Record 15th Feb 1893 at 8:08 a.m.
 Recorded Feb 15th 1893

State of Mississippi
 Madison County

In consideration
 of the sum of Three Hundred and fifty five Dollars
 \$ 355.⁰⁰ paid to me as follows, namely Three promissory note each of
 date of this deed, and each to bear interest at ten per cent per annum
 from the first day of November 1893 and each note signed by William
 Kennedy and Louisa Kennedy his wife first note payable the
 first day of November 1893, second note payable the first day
 November 1894, third note payable the first day of November
 1895. for the preceding considerations. Thereby grant bargain
 sell and convey to William Kennedy and Louisa Kennedy
 The following described land situated in Madison County
 Mississippi, and known as lots 70 Sec 17 and 18
 8 east of boundary Section Twenty five (25) Township
 (12) Twelve Range four (4) east. County two acres more
 or less. It is understood and agreed upon that no

Timber shall be cut or removed from said land, other than for the use of the same till said first note as named above be paid.

Witness my signature this 8th day of Feb'y 1893 W. T. Clower

S. E. Hanna }
W. A. Hanna, Jr. } State of Mississippi Madison County

Personally appeared before me the undersigned W. T. Linn, a Justice of the Peace in and for said County, the within named S. E. Hanna, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn deposed and said that he saw the within named W. T. Clower whose name is subscribed thereto sign and deliver the same to the said William Kennedy & Louisa Kennedy that he, this deponent, subscribed his name as a witness thereto in the presence of the said W. T. Clower and that he saw the other subscribing witness sign the same in the presence of the said W. T. Clower and that the witnesses signed in the presence of each other on the day and year herein named sworn to and subscribed this the 13th day of February 1893.

Witness my hand and seal of office this the 13th day of February 1893
W. T. Linn J. P.

C. T. Worthy (Filed for Record on the 15th day of Feb'y A. D. 1893
Do & Deed } at 8 o'clock a. m. & recorded Feb'y 15th 1893.
William Jones } Jas. Priestley Clerk

In consideration of Two hundred dollars to be paid as follows. one note of this date payable on the 1st day of December 1893 for one hundred dollars with 10% interest from date until paid out one note for one hundred dollars of this date payable on the 1st day of December 1894 with 10% interest from date until paid. I convey and warrant to William Jones the lands situated in Madison County Mississippi and described as the North East 1/4 North West 1/4 Section 21 Township 11 Range 4 East.

Witness my signature this 10th day January 1893
C. T. Worthy

State of Mississippi
Madison County } Personally appeared before me a Justice of the Peace of the County aforesaid C. T. Worthy, who acknowledged that he signed and delivered the foregoing deed of conveyance.

as his own act and deed on the day and year therein ^{named} mentioned
witness my hand this 10th day of January 1893

Saml. Melton J. P.

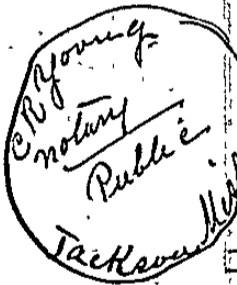
Smith A. (Filed for Record July 15th A. D. 1893 at 8 o'clock
To Deeds, (A. M. Recorded July 15th 1893.
Messrs. M. S. Kauler. Jas. Priestly clerk

The State of Mississippi
Madison County. In consideration of (\$900⁰⁰) nine hun-
dred dollars, I hereby grant bargain sell convey and warrant
specially to Maggie S. Kauler. The following described land
and property situated in Madison County State of Mississippi
to wit: (An undivided one third interest in The East Half
(E 1/2) of Section thirty three (33) Township seven (7) Range one
(1) East and West Half of West Half (W 1/2 of W 1/2) Section Thirty
four (34) Township (7) Range one (1) East. Being 480 acres
more or less. And the following personal property. Two Bay
Mares, one Bay horse, one Black mair mule, one Bay mair
mule & one Black horse mule.

witness my signature this 14th day of February A. D. 1893
A. Smith

State of Mississippi
Hinds County. This Day personally appeared before the
undersigned a notary public in and for said county, the within
named A. Smith, who acknowledged that he signed and deliv-
ered the within instrument on the day and year therein
mentioned

Given under my hand and seal of office this 14th day of Febry
A. D. 1893
L. R. Young Notary Public



L. L. Ray
Deed To
L. F. Ray

Filed for record July 15th 1893. at 9 o'clock am
And recorded July 16th 1893

James Brantly exr

In consideration of Eighteen Hundred Dollars
paid me in cash by S. F. Ray this the 13th day of July 1893
I hereby convey and warrant unto the said L. F. Ray. The
following house and land in Madison County State
of Mississippi. To Wit:

A lot of ground commencing at the north west corner of the
lot of ground bought by Jessie R. Powell from Margaret Horan
and her husband, thence east with said land along
Academy Street continues One Hundred feet thence South
Four Hundred feet thence west One Hundred feet
thence north four hundred feet to the beginning, containing
one acre more or less. It being a lot deeded by D. O. Wm
Langford to R. G. Deaton. Recorded in the Chancery Clerks
office in land record book F. F. Page 335

It being the land deeded to L. L. Ray by Mrs. M. C. Ferguson
Mrs M. E. A. Benthal. W. H. Deaton and J. H. Deaton recorded
in Chancery Clerks office in land record book. A. A. A. page 202
together with all appurtenances to have and to hold unto
the said L. F. Ray and his heirs forever

Witness my signature this 13th day of July 1893
L. L. Ray

State of Mississippi
Madison County

Personally appeared before the undersigned
a Notary Public for the City of Canton, County and State
aforesaid L. L. Ray who acknowledged that he signed
and delivered the foregoing deed on the day and
year therein in named as his act and deed and
for the purposes therein expressed.

Witness my hand and official seal this the 13th day
of July 1893

Roth Powell
Notary Public

R. H. Sanders

To Quit Claim Deed

Maggie A Hulme

Filed 16th day of February 1893 at 5:30 PMRecorded 17th February 1893.

In consideration of Three Hundred dollars & R. H. Sanders do hereby release & quit claim to Maggie A Hulme all my right title & interest in and to the following described lands in Madison County Mississippi to wit: (The N E 1/4 less 22 acres off the North End of West half of same. To wit, Two acres off the South End of East half of N 1/4 E 1/2 S 1/4 + S E 1/4 section 31 Township 8 Range 1 West. The N 1/2 N E 1/4 + N 1/2 Sec 32 T 8 R 1 West. The E 1/2 N E 1/4 + 49 acres in E 1/2 S 1/4 East of Bogue Chitto Sec 36 T 8 R 2 West)

Witness my hand this 12th day of January 1893
R. H. Sanders

State of Arkansas

County of Prairie } Personally appeared before me Notary Public for the county and state aforesaid R. H. Sanders who acknowledged that he signed and delivered the foregoing deed on the day and year & for the purposes therein mentioned as his act & deed.

Witness my hand & seal of office this 19th day of January 1893

J. A. F. F. F.

Notary Public

My commission expires Jan 14th 1894

Blaine C. C. C.

blks bhs 41-

For satisfaction of this deed of Trust see Conn. attorney Book No. 1 page 394
W.C. Kemp's return books

State of Mississippi

Trust Deed
December 1892

William J. Linn
To Deed
Albert R. Shattuck

} Filed for Record Feb 20⁵⁰⁰ 1893 at 5.06 AM
Recorded Feb 20th 1893

This Indenture

made and entered into this 7th day of February A.D. 1893 by and between William J. Linn single and wife of the County of Madison in the State of Mississippi of the first part: Albert R. Shattuck of the City of New Orleans in the State of Louisiana of the second part as Trustee: and the British and American Mortgage Company Limited of the third part. Witnesseth, That the party of the first part for and in consideration of the sum of Ten dollars to him in hand paid by said party of the second part, the receipt whereof is hereby acknowledged and the consideration hereinafter stated has granted bargained sold conveyed warranted and delivered and does by these presents grant bargain sell convey and warrant and deliver unto him the said party of the second part and his heirs successors and assigns all the following described real estate situated and lying in the County of Madison and State of Mississippi, to wit: (The North East Quarter of the North West Quarter and the West half of the North West Quarter of section Three (3) Township Eleven (11) Range Five (5) East and contains One hundred and twenty acres more or less. To have and to hold all and singular the above described property together with all the buildings and improvements on said lands and the rights privileges advantages and appurtenances thereto belonging, or in any wise appertaining to him said party of the second part and his heirs successors and assigns forever. This Indenture is intended as a deed of trust for the following uses and purposes to wit: Whereas said party of the first part is indebted to said British and American Company, Limited in the sum of Three Hundred Dollars for money lent as evidenced by the five promissory notes of said party of the first part dated the 7th day of February A.D. 1893 and to become due as follows to wit:

- One note for \$30⁰⁰ Thirty Dollars due November first 1893 Fixed
- One note for \$30⁰⁰ Thirty Dollars due November first 1894 Fixed
- One note for \$30⁰⁰ Thirty Dollars due November first 1895 Fixed
- One note for \$30⁰⁰ Thirty Dollars due November first 1896 Fixed
- One note for \$180⁰⁰ Thirty Dollars due November first 1897 Fixed

bearing interest at the rate of Ten per cent per annum from maturity until paid and for the payment of the interest thereon accruing before maturity of said principal notes five interest notes have been executed under the same date to become due as follows, to wit:

One note for \$22⁰⁰ Twenty Two⁰⁰ dollars due November first 1893 Fixed

One note for \$27⁰⁰ Twenty Seven⁰⁰ dollars due November first 1894 Fixed

One note for \$24⁰⁰ Twenty four⁰⁰ dollars due November first 1895 Fixed

One note for \$21⁰⁰ Twenty One⁰⁰ dollars due November first 1896 Fixed

One note for \$18⁰⁰ Eighteen⁰⁰ dollars due November first 1897 Fixed

All of which both principal and interest notes are payable in United States Gold Coin of the present standard of weight and fineness to the British and American Mortgage Company Limited at the Louisiana National Bank of New Orleans La. and are all with their accruing interest intended to be secured by this conveyance

And whereas it is understood and agreed that said party of the first part will promptly pay all taxes, assessments and charges that are or would become a lien upon said property, as the same may be due and payable, and will keep the buildings and machinery situated on said lands insured for the full term of this conveyance in some responsible company or companies satisfactory to the said party of the third part in the sum of \$ _____ and will assign and deliver said policies of Insurance to said party of the second part for the use and benefit of said party of the third part and all and any persons interested in the debts secured herein, and that if said parties of the first part, shall fail to obtain and keep up said Insurance or shall fail to assign and deliver said policies of Insurance to said party of the second part within ten days from the execution of this indenture or shall fail to pay any of the taxes, assessments or other legal charges upon said property when they become due or shall permit the same to be sold therefor or forfeited for any reason, then said party of the third part or any of its successors or assigns or any person or persons interested in any of the debts hereby secured shall be entitled to obtain said insurance and to pay said taxes, assessments and any other legal charges and in case of sale redeem said property and all moneys so paid and all expenses incurred therein and thereby and all payments made at the option of said party of the third part or by any person interested as aforesaid for insurance by reason of any failure of said parties of

to obtain or keep up the insurance or to assign and deliver said policies as herein before provided and all attorneys fees fixed at five per centum on the amount in suit in the event of litigation shall be a part of the principal debt secured by this instrument and shall respectively bear interest at the rate of ten per cent per annum from date of payment thereof or liability incurred there by the auditor: but the amount so paid for premium on insurance shall not exceed in any one year the sum of \$ _____

Now it is further understood and agreed, that if default be made in any payment of any indebtedness herein provided for, when the same may become due and demandable then the whole of the indebtedness secured in and by this instrument may, at the option of said party of the third part or its assigns and without notice to said parties of the first part be declared due and payable, and it may proceed to enforce this Deed of Trust as hereinafter provided, or at its option institute proceedings respectively for the collection at law or in equity of such amounts as may then be unpaid. And the said parties of the first part does hereby waive and renounce any and all rights of appraisement redemption and homestead

Now it is mutually agreed between the parties hereto, that if the said parties of the first part shall well and truly keep and perform all the covenants and agreements above set forth and well and truly pay off and discharge all notes and other indebtedness secured and intended to be secured herein, then this conveyance shall be null and void but otherwise it shall remain in full force and effect. If default is made in the payment of any of the above debts described or any portion thereof when due, or if any of the covenants and agreements herein set forth are not kept, then the said party of the second part or her so requested by the party of the third part or any holder of said note or notes, or by any person interested in the other debts herein provided for, may take possession of said property and sell the same in bulk at his option or so much thereof in parcels as may be necessary to meet said indebtedness and the expense of executing this trust including a commission of five per cent for his individual services at the door of the Court House in said County of Madison by public auction to the highest bidder for cash, twenty days previous notice of the time place and

terms of sale having been first given in some newspaper
 published in the County of Madison by at least two insertions
 the last insertion not to be less than one week before the day of
 sale or by notices posted up, one at the Court House door and at two
 other public places in said County: said sale to be made on
 some day fixed by said party of the second part and to be
 made between the hours of ten o'clock in the forenoon and three
 o'clock in the afternoon: full power and authority being hereby
 expressly granted to and conferred upon said party of the second
 part or his successors to make and execute and deliver all neces-
 sary deeds of conveyance for the purpose of vesting in the pur-
 chaser or purchasers thereof good and sufficient title to
 the lands so sold, the usual recitals herein shall be received
 in all courts of law or equity as full and sufficient proof
 of the matters herein stated: and at such sale any of the
 parties hereto may become a purchaser or purchasers
 and the proceeds of such sale shall be applied first to the
 payment of the costs and expenses of executing this trust includ-
 ing the commissions of said party of the second part and five per
 cent for the creditor's attorneys fees in the event of litigation: second
 to the payment of the debt due said party of the third part, its
 successors or assigns: and the remainder, if any, there be shall be
 paid to the said party of the first part. In case of the refus-
 al or neglect or incompetency to act of said trustee, or his absence
 from the State or his decease, then said party of the third part or
 any holder of said note or notes, or their legal representatives, can
 at any time they may desire, appoint a trustee in the place of said
 party of the second part, or any succeeding trustee, whose acts
 done in the premises shall be of the same validity as if done
 by the trustee herein before named: and should the said Trustee
 at any time believe said property, or any part thereof endang-
 -ed as a part thereof into his possession and hold it until said
 indebtedness is paid, or until said property is sold as aforesaid
 but until demanded by the trustee for any of the purposes aforesaid
 said party of the first part may hold the same: but nothing
 in this Indenture contained shall be construed as requiring
 the Trustee herein to take or have actual possession of any of
 said property before being authorized to sell the same as here-
 in before provided. It is further expressly covenanted and
 agreed that if a sale shall be made under the provisions

of this deed of trust then the party of the first part, his assigns or legal representatives who may be in possession of said premises at the time of said sale, shall remove from the day of such sale, the tenants or tenants at will of the purchaser and shall and will remove at any time thereafter upon ten days notice from said purchaser and will pay him the reasonable rental value of said premises from the day of such sale to the day of such removal

It is further understood and agreed that this instrument and the notes herein referred to shall be construed and governed by the laws of the State of Mississippi, notwithstanding a different place of payment may be shown

In witness whereof the said party of the first part has hereunto set his hand the day and year first mentioned

W. J. Finner

State of Mississippi
County of Madison

Personally appeared before me Jas Priestly Chancery of the above state and hereby the within named W. J. Finner who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand this 25th day of February A.D. 1893

Jas Priestly Ch. Clerk
By J. M. Crofton D.C.

Frank Jones
to J. Keel
Geo Keel Sr

State of Mississippi (Filed for Record Feb 28th A.D. 1893 at 11 o'clock A.M. Madison County) & Recorded March 2nd 1893 Jas Priestly

In consideration of the sum of Fifty dollars, I convey & warrant to John Keel or his heirs and assigns the land described as follows to wit 5 Acres off S 1/4 of Sect-9 - T-10 R-5 - East witness my signature this 29th day of Feb 1892. Frank Jones

State of Mississippi
Madison County (Personally appeared before me a Justice of the Peace of said County the within Frank Jones who acknowledged that he signed & delivered the within deed on the day & year therein mentioned Given under my hand this 29th day Feb. A.D. 1892. L. P. Donahoe J.P.

Moses Lutton
To L. A. Deed
Meta Moorman

Filed for Record Feb 20th 1893 at 11:06 am
Recorded Feb 21st 1893

Whereas on August 29th 1881 L. W. Thompson and his wife conveyed to me, the land hereinafter described by deed recorded in Book D D page 208 in the Chancery Clerk's office for Madison Co Miss for which I agreed to pay him the sum of Eight Hundred Dollars as was evidenced by my three notes as thereintated and whereas I was unable to pay said notes and now have paid for said land: and whereas said land is now owned by Meta Moorman and whereas I have been released and discharged from the payment of said notes: Now therefore in consideration of the premises & Ten dollars cash in hand paid me by Meta Moorman the receipt of which is hereby acknowledged I Moses Lutton do hereby convey unto the said Meta Moorman the following described lands lying being and situated in Madison Co State of Mississippi to wit:

1/2 of E 1/4 + N 1/2 of E 1/4 + N 1/2 of E 1/2 of N 1/4 all in Section 13 Township 8 Range 2 East

Witness my hand and seal this the 18th day of February A D 1893
Moses Lutton

H. Moorman
D Fulton

State of Mississippi
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court the above named H. Moorman one of the subscribing witnesses to the foregoing Deed who being first duly sworn deponent and saith that he saw the above named Moses Lutton is subscribed thereto sign and deliver the same to the above named Meta Moorman that he this deponent subscribed his name as a witness thereto in the presence of the said Moses Lutton and that he saw the other subscribing witness D Fulton sign the same in the presence of the said Moses Lutton and in the presence of each other on the day and year therein named

In Testimony whereof Witness my hand and seal of said Court this 20th day of Feb A D 1893

clks Jas of

Jas Priestly, Chancery Clerk
By J. M. Grafton

Clara Kyle
Lizzie Kyle Hood
Annie Mithers Perkins

Filed for Record Feb 20th 1893 at 3:50 PM
Recorded Feb 21st 1893

This Indenture

made and entered into on this the 6th day of October A.D. 1888 between Clara Kyle, Lizzie Kyle Hood and Annie Mithers Perkins of the first part and Mary C. Divine the party of the second part is to witness: That the said parties of the first part for and in consideration of the sum of Eight Hundred dollars cash in hand paid has this day and does by these presents bargain sell convey and warrant unto Mary C. Divine the party of the second part all right, title, and interest unto the following lot or parcel of land lying and being in the City of Canton County of Madison and State of Mississippi and designated as Lot No 9 on the Map of Plan of the City of Canton by J. Plunge which map is on file in the Chancery Clerks office of said County. It being the same lot conveyed by Annie C. Richards and her husband J. C. Richards to Clara Kyle, Lizzie H. Kyle and Annie J. Mithers which is of record in the Chancery Clerks office of Madison County Mississippi in Record Book 666 page 167 and described as follows: That Lot beginning on the North side of Fulton Street at the point of its intersection by a lane or alley, on the East side of said alley or lane, which alley separates said lot from the residence lot of Mrs Priety and others. Thence East with Fulton Street seventy feet (75 feet). Thence North Two Hundred and Thirty feet (230 feet). Thence West seventy five feet (75 feet) Thence South Two Hundred and thirty feet (230 feet) to the place of beginning together with all improvements and appurtenances thereto belonging. To have and to hold unto the said Mary C. Divine and her heirs forever. In testimony whereof the parties of the first part have hereunto set their hands and seals this the Eighth day of October A.D. 1888

Clara Kyle
Lizzie Kyle Hood
Annie Mithers Perkins

State of Louisiana
Parish of Orleans City of New Orleans

On this 8th day of October

A.D. 1888 before me John G. Custer a Commissioner for the State of Louisiana residing in New Orleans La personally appeared Clara Kyle, Lizzie Anne Mithers Perkins to me

personally known to be such or has stated and acknowledged that they signed, sealed and delivered the foregoing instrument bearing date 8th October 1888 as their voluntary act and deed for the uses and purposes therein mentioned

(seal)

J. G. Cristie
Commiss for Mississippi
& Louisiana

State of Mississippi }
Yalla bousha County }

Personally appeared before me M D L Stephens a Justice of the Peace and Ex officio Notary Public in and for said State and County Mrs Fizzie Kyle Howard who acknowledged that she signed and delivered the foregoing instrument on the day and year therein named as her act and deed

Given under my hand and the Notarial seal this the 10th day of October A D 1888

(seal)

M. D. L. Stephens J P
& Ex off Notary Public

J. J. Staderer }
J. L. Deed }
D. W. Staderer }

Filed for Record Feb 21st 1893 at 3:06 PM
Recorded Feb 21st 1893

In consideration of One hundred dollars cash in hand paid me by D. W. Staderer receipt of which is hereby acknowledged I convey to said D. W. Staderer the following described parcel of land being and lying in the City of Canton County of Madison State of Mississippi, to wit: (The North 1/2 of the lot beginning at a point on the East side of Cameron St at the North West corner of the lot sold by Jno T. Cameron to Branigan running thence East along the northern boundary line of the lot sold by Cameron to Branigan 470 feet thence North 100 feet thence West 470 feet thence South 100 feet to point of beginning being the lot sold by Francis A. Powell to H. H. Staderer and sold to me by said H. H. Staderer on the 24th day of November 1889
J. J. Staderer.

State of Mississippi }
Madison County }

Personally appeared before the under=

= signed Clerk of the Chancery Court of the said County the within named J. J. Staderker who acknowledges that he signed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed
 Given under my hand and officie seal at office this
 21st Feby 1893
 Jas Prouty clk
 clks fees of

Ellen J. Passmore
 To J. D. T
 Geo Livingston Trustee to care of
 R. M. Caldwell

Filed for Record Feby 23rd 1893 at 4 o'clock P. M. + Recorded Feby 24th 1893
 Jas Prouty

This Indenture made and entered into this the 1st day of January 1893 by and between Ellen J. Passmore party of the first part and George W. Livingston of the second part and Robt W. Caldwell of the third part witnesseth that the party of the first part is now indebted to the party of the third part in the sum of Fifteen Hundred and Sixty one 90/100 Dollars (1561.90) evidenced by her note of even date and Tenor herewith and whereas the party of the first part is desirous of paying to the said party of the third part the prompt payment of said indebtedness at the maturity thereof Now in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part has granted bargained and sold and by the presents, do grant bargain sell and convey unto the said party of the second part his heirs executors administrators and assigns the following described real estate lying and being in the County of Madison State of Mississippi to wit: - E 1/2 lot 5 - Sec - 34. T. 10 - R. 1 - E and 33 1/3 acres off S - end of NW 1/4 and 37 acres off S. end E 1/2 SW 1/4 and S 1/2 NW 1/2 SE 1/4 Sec. 36. T. 10. R. 1 - E. also E 1/2 NW 1/4 less 20 acres off E - side Sec. 1. T. 9. R. 1 - E and 30 acres off E - side NW 1/2 NE 1/4 Sec. 6. T. 9 - R. 2 - E containing in all 240 1/3 acres more or less To have and to hold unto said party of the second part his heirs ex -

The 21st of Feb 1893
 This deed of trust was merged with a new deed
 T. 10 R. 1. E. and
 returned to the
 Chancery Court
 of Madison
 1893
 R. M. Caldwell

exutors, administrators and assigns and the successor of hereinafter
 in trust, nevertheless, upon these terms and conditions:
 If the party of the first part shall pay the indebtedness specified
 in this deed of conveyance at the maturity thereof then this
 deed shall be null + void + the party of the second part or his suc-
 cessor shall enter satisfaction thereto on the records of this
 County. If the said party of the first shall fail or refuse to
 to pay the said party of the third part or his assigns the amount of
 said indebtedness at the maturity thereof and all interest which
 shall accrue thereon then the said party of the second part
 or his successor may and shall enter into and take possession of
 said real estate and sell the same or so much thereof as
 may be necessary before the door of the Court House in the
 City of Canton at public auction to the highest and best
 bidder for cash after having given 30 days notice of the
 time and place of said sale by advertising in some
 news paper published in said County and by posting one
 advertisement on the Court house door in Canton and
 one on the public road leading therefrom to the property
 and convey the estate so sold to the purchaser or purchasers
 thereof: by proper instrument of conveyance and from the pro-
 ceeds of said sale. The said party of the second part or his
 successor shall pay the costs of sale and then pay to the party
 of the third part or his assigns the amount of said indebted-
 ness and all interest due thereon and if there shall
 remain any surplus of the proceeds of said sale, the
 said party of the second part shall pay the same to the said
 party of the first part and her assigns.

It is further understood and agreed by the parties hereto that
 if the said party of the second part, shall from any cause
 fail to perform, the duties of Trustee as aforesaid, then the
 said party of the third part or his assigns, shall in writing
 appoint another Trustee in his place, whose actions
 and doings in the premises shall be as binding as if
 done by the said George W. Covington Trustee aforesaid.
 In testimony whereof the said party of the first part here-
 unto sets her hand and seal on the day + year first above
 written

Ellen J. Passmore

Witness

B. F. Passmore

E. L. Passmore

State of Mississippi
 Madison County } Personally appeared before the undersigned, Clerk
 of the Chancery Court, the above named B. F. Passmore, one of the subscrib-
 ing witnesses to the foregoing Deed, who being first duly sworn, depose that
 and swear, that he saw the above named Ellen J. Passmore
 whose name is subscribed thereto, sign and deliver the same
 to the above named Geo. W. Livingston that he, this deponent,
 subscribed his name as a witness thereto in the presence of the said
 Ellen J. Passmore, and that he saw the other subscribing witness
 to the Passmore sign the same in the presence of the said Ellen
 J. Passmore and in the presence of each other, on the day and year
 therein named

In testimony whereof, witness my hand and seal of said Court, this 20th day of
 Feb'y. A. D. 1843
 Jas. Provingey Clerk real

J. L. F. Moore (Filed for Record Feb'y 25. A. D. 1843 at 8 o'clock
 No Quit Claim Deed to (A. M. Recorded Mar 2nd 1843 Jas Provingey Clerk
 J. M. Holly Jr) "State of Mississippi Madison County"
 Know all men by these Presents That J. L. F. Moore
 for and in consideration of Two hundred dollars, to me in hand
 paid by J. M. Holly Jr. have released and Quit Claimed, and by
 these presents doth release and Quit-claim to him the said
 J. M. Holly Jr. All my right, Title, interest and claim in or to the
 following described land now in the possession of him the said
 J. M. Holly Jr to wit: East half of North half west half
 of South west Quarter less six and 2/3 acres off South
 End, North East Quarter of South west Quarter less thirteen
 and 1/3 acres off South End. Section 9. Township 11-
 Range 4 East containing 40 acres more or less. The above land
 is situated in Madison County State of Mississippi
 witness my hand and seal, this 25th day of Jan'y A. D. 1843
 signed in the presence of
 M. E. Ward
 J. L. F. Moore
 Julia Moore

The State of Mississippi
 Holmes County } Personally appeared before me
 B. J. Moody Mayor of Goodman and ex officio a
 Justice of the Peace in and for said State and County
 the within named M. E. Ward one of the subscribing

witnesses to the attached deed of conveyance who being first duly sworn
deposited and payed that he saw the within named J. L. F. Moore
whose name is subscribed thereto sign and deliver the same to
The said J. M. Kelly Jr. That he this deponent signed his name
thereto as a witness in the presence of the said J. L. F. Moore
and that he saw the other subscribing witness Julia Moore sign
the same in the presence of the said J. L. F. Moore and that
they signed the same in the presence of each other on the day
and date therein mentioned

In testimony whereof witness my hand and seal of office
this the 23rd day of Feb'y A. D. 1843

R. J. Moody Mayor of Goodwin & Co. Office P.

J. R. Mays
Quit-claim deed to
Henry Brown et al.

Trustees of Middleton Grove Church

Filed for Record Feb'y 25 - A. D. 1843 at 3
o'clock P. M. Recorded Mch 2nd 1843

Jas Priestly Clerk

State of Mississippi Madison County

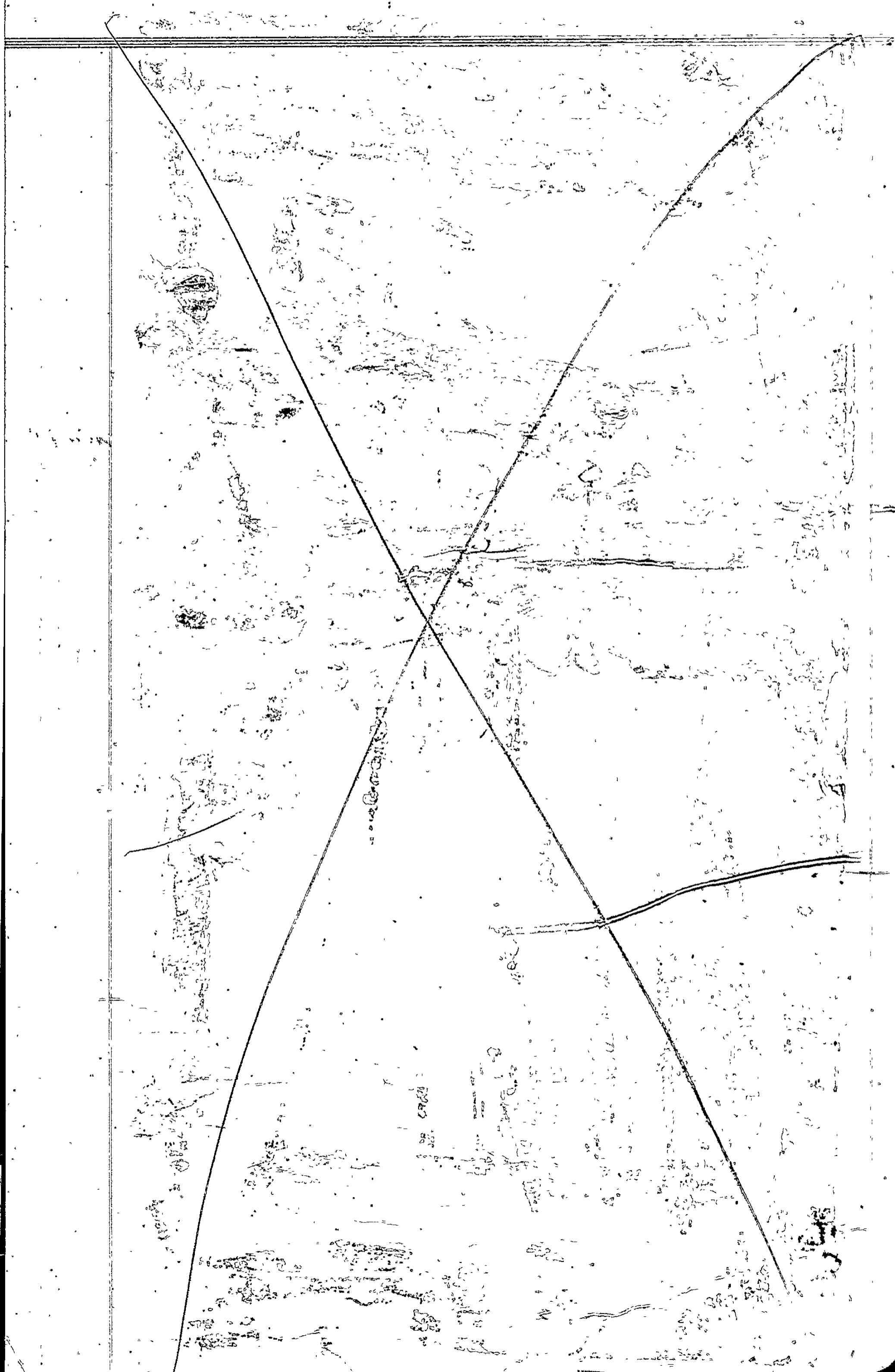
About the year 1842, I gave to the Trustees of the Middleton Grove Church
a deed to one acre of land in the south half of the east half of the
north west quarter in Section 19, Township 10, Range 3, East in the
south west corner of said land for church purposes. The trustees
neglected to have it recorded & the deed is lost or misplaced
so that it can not be recorded. I hereby relinquish all title &
Quit Claim to the above described land to the trustees of Mid-
dleton Grove Church, Henry Brown, Joe Brown & dau Jane
and Newman Brown & Bill Jones & their successors forever.
witness my signature this 25th day of Feb'y 1843

J. R. Mays

State of Mississippi
Madison County

Personally appeared before the undersigned
Jas Priestly Clerk of the Chancery Court of the said County
the within named J. R. Mays who acknowledges that
he signed and delivered the foregoing deed on the
day and year therein mentioned as his act and deed
Given under my hand and official seal at office this
25th day of Feb'y A. D. 1843

Jas Priestly Clerk Seal



Mrs Sophie Gross }
To Mrs Deed }
Mrs A. G. Maxwell }

Recorded Feb 15th 1893 + Filed for Record
February 15th 1893 at 3 o'c P.M

This conveyance made this 9th day February 1893. by Mrs Sophie Gross of the first part to Mrs A. G. Maxwell of the second part. Witnesseth That the said Mrs Sophie Gross in consideration of the sum of Two Hundred Dollars cash in hand paid to me by Mrs A. G. Maxwell the receipt whereof is hereby acknowledged & in consideration of the further sum of Three Hundred and fifty dollars to be paid by Mrs A. G. Maxwell to the said Mrs Sophie Gross on the 31st day of December 1893 without interest which is evidenced by the note of the said Mrs A. G. Maxwell of even date herewith & due & payable as aforesaid. The said Mrs Sophie Gross has this day ~~acquired~~ sold granted aliened and conveyed to the said Mrs A. G. Maxwell a certain lot & parcel of land situated in the County of Madison and State of Mississippi known and described as follows:

A certain lot in the City of Canton at N.E. corner of said lot at the point of intersection of the West side of Liberty Street with South Side Academy Street thence running West parallel with Academy St 212 feet thence South 100 feet thence East 212 feet to Liberty Street thence North along said last mentioned Street to the point of beginning: To have and to hold unto said Mrs A. G. Maxwell her heirs and assigns forever and the said party of the first part covenants with said Mrs A. G. Maxwell that she is lawfully seized of and possessed of said Lot and she assures to be & her heirs the lawful and immediate possession of the same & that there are no encumbrances upon the same upon the same & she further covenants with the said Mrs A. G. Maxwell & her heirs that she will forever warrant and defend the title to said Lot & the possession thereof against the claim of any & all persons whatsoever. The grantee herein relying upon the warranty of the Vendor to protect her from injury herein. But the Vendor hereof expressly reserves the Vendor's lien upon said lot and parcel of land conveyed for the faithful payment of the note given by said Mrs A. G. Maxwell for purchase of said Lot and parcel of land as set forth above. In witness whereof

The note of \$1000 hundred & fifty dollars
having been paid in full
to Mrs Sophie Gross

I have this day set my hand & seal this the 9th day of February AD 1893

J. Gross
Sophie Gross

State of Mississippi }
Madison County }

Personally appeared before me J. M. Little a Justice of the Peace Mrs. Sophie Gross who acknowledged that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned as her act and deed

Given under my hand this 11th day of Feb 1893

J. M. Little
Justice of the Peace

Margie Gerge } Filed for Record 18th Feb 1893 at 4.30 PM
Alice Gerge } Recorded Feb 18th 1893
State of Mississippi }
Madison County }

In consideration of Three hundred & sixty dollars to us in hand paid receipt of which is hereby acknowledged we convey and warrant to John Knight the Land described as the S 1/4 Sec 10 of Sec Ten (10) and the W 1/4 of E 1/4 Section Fifteen (15) all in Township 11 Range 5 E in Madison County & containing by estimation 120 acres more or less. Witness our signatures on this 27th day of December AD 1890

Margie Gerge
Alice Gerge

State of Mississippi }
Madison County }

Personally appeared before the undersigned Clerk of the Chancery to wit the within named Margie Gerge & Alice Gerge who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed

Given under my hand and official seal at office this 27th day of Dec 1890

J. V. Gaudet Clerk
J. H. Johnson Sec

The number lines in this record is discharged & the note held by me for the money having been fully paid - April 1893 - J. H. Johnson - amount \$191.25



Carroll Smith &
Mississippi State Bank
vs Lizzie Mohner
Deed

Filed for Record Feb 18th 1893 at 4:25 o'clock PM
Recorded Feb 18th 1893

In consideration of
the sum of nine hundred dollars

cash in hand paid the Mississippi State Bank of Canton Miss by
Lizzie Mohner the receipt of which is hereby acknowledged, the
said Mississippi State Bank does hereby convey unto the said
Lizzie Mohner the following described lands lying being & situated
in the city of Canton County of Madison & State of Mississippi
to wit: Beginning at a point on the north side of North Street at
the South West Corner of the Lot marked Estate of C. J. Bowers
and numbered 11 by J. P. Genge on his Map of the city of Canton and
running thence West along the north side of North Street 260 feet
thence North 400 feet thence East 260 feet to the Western bound-
ary line of said lot 11 thence South 400 feet to North Street to the
point of beginning: said lot hereby conveyed being bounded
partly by Canal Street and the lot marked on said Map last
conveyed on the South by North Street on the East by said Lot
and on the West by the Lot sold Amanda A. Mordie by
G. J. Stadler.

In testimony whereof the said Bank has caused this Deed
to be signed by G. Foot President of its Board of Directors
and the seal of said Bank to be affixed thereto this the 17th
day of February A.D. 1893 and in consideration of One dollar

Seal

cash in hand paid me by said Mohner the
receipt of which is hereby acknowledged & Carroll
Smith do hereby convey and quit claim to the said
Mohner all my right title and interest in the
above described lot of land

Done this 17th day of February 1893

Mississippi State Bank
G. Foot Jr
Carroll Smith

State of Mississippi
Madison County

Personally appeared before the
undersigned a notary Public in and for the city of
Canton County & State aforesaid G. Foot President of the
Mississippi State Bank of Canton Miss who acknowl-
edged as such President and for said Bank he

T 8 R 1 W - E 1/2 S E 1/4 + 49 acres off E 1/2 S W 1/4 lying East of Boque Chitto Sec 36 T 8 R 2 W

Witness my signature this day Jan 23rd 1893
F. H. Greaves

State of Mississippi }
Madison County }

Personally appeared before me
S. J. Brisler mayor and Ex-officio J. P. in and for
County and State aforesaid Mrs F. H. Greaves who
acknowledged she signed sealed and delivered
the foregoing deed of quit claim as her own free
act and deed this the 23rd day of January 1893.

Witness my hand this the 23rd day of January A. D. 1893

S. J. Brisler Mayor & Ex-officio J. P.

16 lks bhs 4/

Nancy J. Tucker

Melissa A. Tucker

To 2 Deed of Trust

Filed for Record Feby 23rd 1893 at

8:06 am + Recorded Feby 23rd 1893

whereas we Nancy J. Tucker
a widow and Melissa A. Tucker remained partners in
trade doing business at Vaughans Miss under the firm
name and style of Tucker & Co are indebted to M. Levy
& Sons Cotton Factors and commission merchants doing
business in New Orleans La in the sum of Twelve
Thousand dollars as is evidenced by our three prom-
issory notes of even date herewith due and payable as
follows - viz:

One note for Four Thousand Dollars due October 15th 1893

One note for Four Thousand Dollars due November 15th 1893

One note for Four Thousand Dollars due December 15th 1893 each

of said notes are payable at the office of M. Levy & Sons
in New Orleans La and bear interest at the rate of Eight
per cent per annum after maturities and all attorney
fees and costs if placed in the hands of an attorney
for collection with presentment for judgment and notice of
protest and protest waived by the drawers & endorsers
and whereas we are desirous of securing the prompt pay-
ment of each and all of said three promissory notes as they
severally mature as well as the other covenants and prom-
ises herein contained. Now therefore in consideration of the
promises to secure said notes and all other covenants here-

Anticipated by former attorney recorded in Page 407 this 24th Dec 1898

W. K. Kumb

contained and one dollar cash in hand paid us by W. H. Powell Trustee the receipt of which is hereby acknowledged we Nancy J. Tucker and Melissa A. Tucker do hereby convey and warrant unto the said W. H. Powell Trustee the following described real and personal property lying being & situated in Madison County State of Mississippi - to wit: The $N\frac{1}{2}$ of $N\frac{1}{4}$ less that part lying South & East of Doakes Creek, and the $S\frac{1}{2}$ of $E\frac{1}{2}$ of $E\frac{1}{4}$ Sec 2 + $E\frac{1}{2}$ of $E\frac{1}{4}$ Sec 3 + $S\frac{1}{2}$ of $E\frac{1}{4}$ Sec 6 all in Town 10 Range 3 East also the $N\frac{1}{2}$ of $E\frac{1}{4}$ + $E\frac{1}{2}$ of $N\frac{1}{4}$ + $S\frac{1}{2}$ of $N\frac{1}{2}$ of $N\frac{1}{4}$ + all of the $N\frac{1}{2}$ of $N\frac{1}{4}$ lying South of Big Black River Sec 31 + $E\frac{1}{2}$ of $N\frac{1}{4}$ + the $E\frac{1}{2}$ less 28 acres off the North end of the $E\frac{1}{2}$ of $E\frac{1}{2}$ Sec 34 + $S\frac{1}{2}$ of $E\frac{1}{4}$ + $N\frac{1}{2}$ of $E\frac{1}{4}$ + $N\frac{1}{2}$ less 56 acres off the North end thereof of Sec 35 + the $S\frac{1}{2}$ of $E\frac{1}{4}$ less 21 acres off the South end thereof of Sec 36. all in Town 11 Range 3 East together with all the rents issues and property arising from or growing out of said lands also all crops of cotton, corn and other agricultural products that we may raise or cause to be raised or have any interest in Madison or Yazoo Counties Miss in, for and during the year 1893. We covenant & agree to furnish & pay promissory notes as they mature. We further covenant & agree to gather and put into condition to ship to market as soon as possible all of the cotton that we may raise or have any interest in or control of during the cotton season of 1893-1894 and we will ship all of said all of said cotton from time to time as soon as the same is gathered and in condition aforesaid to Mr Levy Jones at New Orleans La to be sold by them - and should we fail to do so we agree to pay them the usual damages which shall be secured by this Deed of Trust the same as if specifically set out herein. Said Mr Levy Jones shall have the exclusive right to apply the net proceeds of sale of all cotton shipped as aforesaid and all payments of money made to them by us, to the payment of any indebtedness which may be due now or which may hereafter become due to them by us upon open account or otherwise as they see fit and they can make such application at such time & in such manner as they see fit and no application of such proceeds of sale or money to the payment of any debt in open account which may at any time be due to them by us shall impair lessen or prejudice the debts & covenants secured hereby - now should we promptly pay all of said three promissory notes as they severally mature and perform & discharge all of the other covenants

contained herein and the costs & charges of this Deed, then this conveyance shall be null & void. But should we fail to pay either of said three promissory notes at its maturity or fail to perform & discharge any of the other covenants herein contained then in either case the said W. H. Powell Trustee or his successor in office is hereby empowered to enter into and take possession of all of the above property above described and convey & sell the same for cash at public outcry to the highest bidder before the South door of the Court House in Canton, Mississippi after having ten days notice of the time and place of said sale by posting a written notice thereof before said Court House door and convey the property so sold to the purchasers thereof by proper conveyances and from the proceeds of said sale he shall first pay the expenses of executing this trust including reasonable compensation for himself and then pay the indebtedness secured by this Deed of Trust and should any balance remain pay it over to us or our assigns. Should said W. H. Powell from death or any other cause fail, refuse or neglect to perform the duties of Trustee herein then said McGeary & Sons or their assigns are empowered to appoint in writing some one else as Trustee whose acts or doings in the premises shall be of the same force and effect as if done by the said W. H. Powell.

Witness our hands & seals this the 13th day of February A.D. 1893

Witness: J. G. Tucker
J. E. Tucker

Nancy G. Tucker *[Signature]*
Melissa D. Tucker *[Signature]*

The State of Mississippi
Madison County

Personally appeared before me J. H. Deppin J. P. in and for said County and State W. E. Tucker one of the subscribing witnesses to the foregoing deed of Trust who being first duly sworn deposeth and saith that he saw the within named A. J. Tucker & M. A. Tucker whose name is subscribed thereto sign and deliver the same to the said W. H. Powell Trustee that he this deponent subscribed his name as a witness thereto in the presence of the said A. J. & M. A. Tucker and that he saw the other subscribing witness J. E. Tucker sign the same in the presence of said A. J. & M. A. Tucker and the witness signed in the presence of each other on the day and year therein named.

Given under my hand & seal of office this 22nd day of Feb. 1893

J. H. Deppin Justice of the Peace

✓

M. B. Jones } Filed for Record Feb 23rd at 8.06 AM 1893
To 1/2 Deed } Recorded Feb 23rd 1893
L. F. Gresham }

For and in consideration of the sum of One hundred and fifty dollars cash in hand by L. F. Gresham the receipt whereof is hereby acknowledged I this day transfer and quit all claim to the following described lot of land to wit: Beginning at a point 16 chains and 13 links East from End of Bridge across creek on Leaton and Elma Public Road on line between sections 9 & 16 Township 8 Range 1 West, thence East on said Road 6 chains and 66 links to a stake on South side of said Road, thence South to creek, thence North Westly with meanders of said creek to a point which is the SW corner of a certain tract of land formerly sold by me to L. F. Gresham thence East 8 chains, thence North 11 chains and 11 links to beginning containing 20 acres more or less, the same being on West side of N 1/2 of E 1/4 Sec 16 Township 8 Range 1 West - Given under my hand & seal this Feb 21/93

M. B. Jones *(Seal)*

State of Miss
Madison Co

Personally appeared before the undersigned Mayor of Elora & Ex officio J.P. M. B. Jones who acknowledged he signed sealed and delivered the foregoing deed of conveyance as his free act and will

S. J. Lanisher Mayor & Ex officio J.P.

blks bhs #

✓

W. F. Adams } Filed for Record Feb 28th A.D. 1893 at
To 1/2 Deed } 3³⁰ P.M. & Recorded Mch 2nd 1893
Lula F. Ray }

In the consideration of the sum of Two hundred dollars cash in hand paid me by Lula F. Ray the receipt of which is hereby acknowledged I Henry F. Adams Trustee do hereby convey & warrant unto the said Lula F. Ray forever the following described lands lying being & situated in Madison County State of Mississippi to wit Beginning at the North West Corner of the Lot of Land lately sold by the Seater Heirs to C. L. Ray and running Thence west along the extension of Academy Street two chains

Asa Priestly Clerk

65 Links to a Stake & thence South 11 chains & 32 links to a stake & thence East 2 chains & 65 links to a stake and thence North 11 chains & 32. Links to the point of beginning containing 3 acres more or less.

witness my hand & seal this the 28th day of Feby. A. D. 1843.

W. F. Adams Trustee (seal)

State of Mississippi (Madison County)

Personally appeared before the undersigned J. Priestly Clerk of the Chancery Court of the said County, the within named W. F. Adams Trustee, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed given under my hand and official seal at Office this 28th day Feby A. D. 1843 (seal) James Priestly clerk

J. K. Haubler, Special Commissioner (No. 1 Deed W. F. Adams Trustee)

Filed for Record Feby 28th A. D. 1843 at 3 o'clock P. M. & Recorded Mch 3rd 1843 Jas. Priestly clerk

This indenture made and entered into this 12th day of December A. D. 1842 by and Between J. K. Haubler Special Commissioner in Chancery, party of the first part and Henry F. Adams Trustee for Henry Haubler, Daniel Haubler, Edwin P. Haubler, John Scott, Winkie Scott, Walter Scott, Sallie Scott, Susanna Adams, Sarah K. Evans, Minerva Griffin, Mary Covington, Rosamond V. Aford and Louisa Mc Murtry, party of the second part, all of the County of Madison and State of Mississippi. Witnesseth that whereas the party of the first part was duly appointed a special Commissioner by the Chancery Court at the September term thereof 1842 to make sale of certain lands described in said decree of the said Court and whereas in pursuance of said decree the said party of the first part did advertise said lands herein after described in the Canton Progress according to law and whereas in pursuance of said decree said party of the first part did offer said land for sale in front of the Court House door on the day appointed for said sale to the highest and best bidder for cash between the hours of 11 o'clock A. M. and 4 o'clock P. M. at public outcry when Henry F. Adams Trustee for Henry Haubler et al. said party of the second part became the highest and best bidder for

Cash at and for the sum of Thirteen hundred and forty seven dollars and ten cents and the said lands were accordingly knocked off to him and he was declared the purchaser thereof according to the said party of the first part. did report the same to the following - February Term of the Chancery Court, and the said Court did ratify and confirm the action of the party of the first part in the premises and ordered adjudged and decreed that said party of the first part make a deed to the party of the second part conveying the lands herein after described. Now therefore in consideration of the premises the party of the first part hath bargained, sold, aliened and conveyed and doth by these presents bargain, sell, alien and convey unto the party of the ~~first~~ ^{second} part in trust for the ^{Henry Hamblett et al} said beneficiaries, the following described lands lying and being situated in the County of Madison State aforesaid to wit, a lot of ground situated near the Town of Canton, about 43 acres of land in the East half of Sec- 19. T- 9. R- 3. East beginning 30 feet East of N.E. Corner of the Cemetery lot - East of Canton where a street or alley East of Cemetery lot - intersects with Academy Street thence East with said Academy Street 306 1/2 yds. thence South 725 yds. thence West 306 1/2 yds. thence North 725 yds to the place of beginning. to have and to hold the above described lands in trust for Henry Hamblett et al free from the right title and claim of any and all persons whomsoever and the said party of the first part hereby covenants and agrees with the party of the second part to forever warrant and defend the title to the above described lands so far as he can do so by virtue of the authority vested in him as Commissioner and no further witness my hand and name this the 28th day of Feby. A. D. 1843

J. K. Hamblett Commissioner

State of Mississippi
Madison County

Personally appeared before the undersigned J. Priestly Clerk of the Chancery Court of the said County the within named J. K. Hamblett Commissioner who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and Official Seal at Office this 28th day of Feby A. D. 1843

sent

J. Priestly Clerk

J. K. Hambleen
Special Commissioner } Filed for Record Mch 3rd A. D. 1893 at 8
To: Deed } a. m. & Recorded Mch 3rd 1893
James Priestly } Jas. Priestly clerk, (seal)

This indenture made and entered into this the 2nd day of February, A. D. 1893, by and between J. K. Hambleen Special Commissioner in Chancery, party of the first part and James Priestly party of the second part, all of the County of Madison State of Mississippi, Witness that whereas the party of the first part was duly appointed a Special Commissioner by the Chancery Court at the September Term thereof 1892 to make sale of certain lands described in said decree of the said Court and whereas in pursuance of said decree the said party of the first part did advertise said lands herein after described in the Canton Packet according to law and whereas in pursuance of said decree said party of the first part did offer said lands for sale in front of the Court house door on the day appointed for said sale to the highest bidder for cash between the hours of 11 o'clock A. M. and 4 o'clock P. M. at public outcry, when James Priestly said party of the second part became the highest and best bidder for cash at and for the sum of Two Hundred and fifty dollars and the said lot was accordingly knocked off to him and he was declared the purchaser thereof and whereas the said party of the first part did report the same to the following February Term of the Chancery Court and the said Court did ratify and confirm the action of the party of the first part in the premises and ordered adjudged and decreed that said party of the first - make a deed to the party of the second part conveying the lands herein after described Now therefore in consideration of the premises the party of the first part hath bargained sold allowed and conveyed unto the party of the second part the following described undivided 1/2 Lot - No. 5. on Fulton Street in Canton Madison Mississippi To wit: undivided half Lot No. 5. on North Side of Fulton Street according to J. P. George's map of the City of Canton

To have and to hold the above described Lot free from the right title and any claim of any and all persons whatsoever and the said party of the first part hereby covenants and agrees with the party of the second part to forever warrant and defend the title to the above

described Lot, so far as he can do so by virtue of The authority vested in him as Commissioner and no further:
Witness my hand and name this the 28th day of February A. D. 1893.

J. K. Hambleen
Commissioner

State of Mississippi
Madison County

Personally appeared before the undersigned Justice of the Peace of the County aforesaid, J. K. Hambleen who acknowledged that he signed and delivered the foregoing deed as his act & deed on the day and year therein named
Witness my hand this 1st day of March 1893

Saml. Milton J. P.

Martha A. C. & James Burke
To of Deed in Trust
George P. Lockett Trustee use of
Carroll Smith

Filed for Record Feb 28th A. D. 1893 at 3 P. M. & Recorded Mar 3rd 1893
J. Peirley Clerk

Calculated on paid this Mch 17th 1896

This deed in Trust made this 28th day of February A. D. 1893. between Martha A. C. Burke & James Burke her husband. of the first part. George P. Lockett of the second part. and Carroll Smith of the third part. witnesseth
Whereas, the said Martha A. Burke and James Burke have this day made & delivered to the said party of the third part their promissory note, whereby they promise to pay to said party of the third part on the first day of January A. D. 1894. The sum of four hundred & thirty six dollars and sixty six cents, with interest thereon after maturity, at the rate of ten per cent per annum for value received.

And whereas said parties of the first part desire to secure to said party of the third part the said note according to its legal effect. Therefore in consideration of the premises, the said parties of the first part do by these presents sell and convey to said party of the second part his successors & assigns forever the following tract or parcel of land lying & being in the County of Madison State of Mississippi to wit. (The South East quarter of Section twenty one and the W 1/2 of the South West quarter of Section twenty two. all in Township Ten Range Three East) But this conveyance is upon trust & conditions as follows: if said parties of the first part shall well and truly pay said party of the third part or his assigns. The sum of money stated in

said note according to the tenor & effect thereof. Then this conveyance shall be null & void & of no effect. but if said parties of the first part shall fail to pay said note. Then the said party of the second part or his successor as herein after provided shall sell the land herein described at the South door of the Court House of said County. at public Auction to the highest bidder for cash. upon request of said party of the Third part his assignee or legal representative; and out of the proceeds of such sale he shall first pay all costs & charges incident to the execution of the trust expressed and all Taxes on said property then due & unpaid & he shall pay to said party of the Third part whatever may then be due & unpaid on said note & if any surplus shall remain he shall pay the same to said party of the first part Martha A. C. Burke, her assignee or legal representative. but the sale of said lands herein before provided for shall not be made until after notice of the time place & terms of such sale shall have been given by posting notices thereof for not less than twenty days at three public places in the said County, one of which shall be at the post office door in Canton & another at South door of said Court house. And it is covenanted & agreed by said parties of the first part. that in case of the death of said party of the second part or of his absence or failure to execute this trust. then all the duties & powers herein conferred or imposed upon said party of the second part shall devolve upon such other persons as said party of the Third part shall or may by writing appoint to execute this trust.

Witness our signatures this day & year herein before written the
 evasure & interlineation herein having been first made

M. A. C. Burke

James Burke

State of Mississippi
 Madison County

Personally appeared before the undersigned
 J. Priestley, Clerk of the Chancery Court of the said County.
 the within named M. A. C. Burke & James Burke who
 acknowledges that they signed & delivered the foregoing
 Deed on the day and year therein mentioned as their
 act and deed.

Given under my hand and official seal, at Office this 26th day
 of Feby A. D. 1843

James Priestley Clerk 

Jas Priestly Comm^r } Filed in Record Book 5-93 at 11:20 AM
 To & Deed } Recorded March 11th 93
 Mrs C. Sulm }

This indenture made and entered into this the 30th day of March A.D. 1893 between James Priestly a Commissioner of the Chancery Court of the County of Madison State of Mississippi of the one part Witnesseth: That whereas the said Commissioner in pursuance to a decree of the said Chancery Court made at the September (30th) Term 1892 thereof in the suit of A Weber Complainant against Barbara Weber defendant No 2365 in said Court directing the said Commissioner to sell the following described lands: 13 1/2 feet off the West side of the East half of Lot No 3 + 2 1/2 feet off the East side of the West half of Lot No 3 in square No 2 lying between the Lot owned by John Mohner on the East + the Lot owned by the heirs of Mrs R. Harison on the West in Canton Mississippi. And whereas the said Commissioner on the 24th day of December 1892 at the Court House door in the town of Canton, in said County within lawful hours having first given the notice required by law and said decree as will fully appear by reference to the proceedings of said Chancery Court in said cause to which reference is here made as a part of this deed. did expose for sale at public outcry to the highest bidder the above described lands on the following terms to wit: for cash when and where the said Mrs C. Sulm bid for the same. the sum of Seven hundred and ten dollars which being the highest and best made bid for the said premises, the same were struck off to her and she declared the purchaser thereof. And whereas the said Mrs C. Sulm has fully complied with the requirements of said decree by payment of said sum of Seven Hundred and Ten Dollars in cash. Now this Indenture Witnesseth, that in consideration of the premises, and the compliance on the part of the said Mrs C. Sulm with the terms of said sale, as directed by said decree, the said Commissioner has this day given granted bargained sold and conveyed, and by these presents doth give grant bargain sell convey and confirm unto the said Mrs C. Sulm, her heirs and assigns forever, all of the described lands together with all and singular the tenements, hereditaments and appurtenances thereto belonging or appertaining To have and to hold the above granted bargained &

described premises unto her the said Mrs. Susan Lewis & assigns to her and their only proper use benefit and behoof forever as fully and effectually to all intents and purposes in the law, as he the said Commissioner could or ought to sell and convey the same by virtue of the Court aforesaid. In testimony whereof the said James Priestly Commissioner as aforesaid, has hereunto set his hand and affixed his seal the day and year first aforesaid

James Priestly *(Seal)*
Commissioner

State of Mississippi }
Madison County }

Personally appeared before the undersigned M. Allen, Civ. Clerk of the said County the within named James Priestly who acknowledges that he signed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed

Given under my hand and official seal at office this 3rd day of March A.D. 1893

M. Allen *(Seal)*

July Graham & Sally Ann Graham } Filed for Record with
Do. Deed } 1893 at 10 o'clock AM
J. M. Allen } J. Priestly ex

In consideration of Two Hundred & Seven dollars in hand paid, the conveyance and warranty to J. M. Allen the following land situated in Madison County Mississippi and described as the N 1/2, S. W 1/4 Section 3, T. 11, Range 5 East
Feb 21st 1893

July ^{his} Graham
Sally Ann ^{the} Graham

W. D. Lewis *(Seal)*

State of Mississippi }
Madison County }

Personally appeared before the undersigned W. D. Lewis a Justice of the Peace of the said County and state the within named July Graham and Sally Ann Graham who acknowledge that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed

Given under my hand and seal this 21st day of February 1893

W. D. Lewis *(Seal)*

W. B. Jones
Deed to
J. A. E. Hammack

Filed for record on the 6th day of March
1893. at 8 o'clock am

James P. Priestly, Clerk
For and in consideration of the sum
of sixty five dollars. I this day transfer to J. A. E. Hammack
all my right title and interest and all claims to the following
described lots and parcels of land. To wit Lots 3, 4, 5 Square 3
also that part lying west of lot 5, beginning at the N. W. Corner
of said lot and running west to the section line, thence along
a hedge run south to an intersection of line running from
the S. W. Corner of said lot 5. And said parcel of land containing
three acres more or less

Given under my hand this 30th Dec 1885
W. B. Jones, [Seal]

State of Mississippi }
Madison County } Personally appeared before me the undersigned
Justice of the Peace in and for said County and State aforesaid
W. B. Jones who acknowledged he signed sealed and delivered the fore-
going deed as his act and free will
J. C. Neal J. P.

William Jones
Deed to
Mary Drane

Filed for record on the 6th day of March
1893 at 10 o'clock AM.

James P. Priestly, Clerk
In consideration of \$210⁰⁰ Two Hundred & Ten
dollars to me paid by Mary Drane. I, William Jones hereby
Convey and warrant to said Mary Drane the following lands
in Madison County Mississippi to wit, the N. W. 1/4, N. E. 1/4, S. 1
T. 10. R. 4 E. Witness my hand this 9th day of Feb 1893
William Jones

State of Mississippi }
Madison County } Personally appeared before me the undersigned
Justice of the Peace of the County aforesaid the within named William
Jones who acknowledged that he signed and delivered the fore-
going deed of conveyance as his own act and deed, on the
day and year therein named
Witness my hand this 9th day of Feb 1893
Samuel Melton J. P.



Henry Cleundenon (Filed for March 6th 1893 at 3 o'clock PM
 To Deed Jas Prietty CLK
 Richard Daylor } This indenture and entered into this 29th day
 of October 1869 between Richard Daylor and Henry Cleundenon
 witnesses that said Henry Cleundenon on party of the second
 part for and in consideration of the sum of Ten dollars in hand
 paid to him by Richard Daylor party of the first part and in
 the further consideration of that said Richard Daylor has assumed
 the payment of the notes given by these parties hereto with
 one Ploza Young to Martha Smith for the purchase of the tract
 of land hereinafter named. The said Henry Cleundenon doth
 hereby these presents renounce release and quit claim unto
 the said Richard Daylor all right title claim and interest that
 I have in and to the following described lands situated in
 Madison County and State of Mississippi, to wit
 E 1/2 of S 1/4 and N 1/2 of S E 1/4 Sect 18 and N 1/2 of E 1/2 of
 N 1/4 and the N 1/2 N E 1/4 of Sect 19. T 8 R 3 E. to have and
 to hold unto the said Richard Daylor free from all claims
 of the party of the second part In testimony whereof I
 have this 29th day of Oct Ad 1869 set my hand and seal
 Henry Cleundenon Seal

1879

State of Mississippi
 County of Madison

Personally appeared before me this
 day E. S. Jeffrey Clerk of the Probate Court of Madison
 County State of Mississippi - the above named Henry
 Cleundenon who acknowledged that he signed sealed
 and delivered the foregoing and as his own act and
 deed on the day and year therein named

Given under my hand and the seal of said Court
 this 30th day of October 1869

E. S. Jeffrey CLK
 J. L. Culver SB

State of Tennessee } Ingraham B. Collin died in Rutherford
 Rutherford County } County Tennessee on the — day of July 1879
 having previously made and published his
 last will and testament which was on the third day of February
 thereafter duly proven and recorded according to law in and
 before the County Court of said County
 in and by said will he nominated his then wife Mrs Louisiana
 Collin, John A. Collin, N. B. Collin Jesse A. Collin and James
 H. Allen executors thereof, and testamentary guardians
 of his children, all of whom qualified as such in and before
 said Court. The said Jesse A. Collin having died after
 his said appointment, the undersigned Jas. B. Crutchfield was
 duly appointed executor and testamentary guardian in his room
 and stead in pursuance of the provisions of the said will in item 17
 thereof and is now acting as such in connection with the persons
 nominated to these offices: except the said Mrs Louisiana Collin
 whose office as Executor and testamentary guardian was termi-
 nated by the provisions of the said will upon her marriage
 to Col Horace Reidy

By the said will One thousand dollars was devised to the
 testator's niece Miss ^{Miss} Fannie Cox, and there has long since been
 paid to her and the balance or residue of his estate real
 and personal, was bequeathed and devised to his said wife
 and his children equally and jointly

The said testator left surviving him his said widow
 and the following three children to wit, Nancy Collin,
 Ingraham B. Collin Jr, and Carmine Collin, the two first
 named of whom having since the death of their late father
 but before there was any division of his estate died
 unmarried, and without issue neither of them having
 ever been married

The personal estates of said deceased children were therefore
 inherited by their mother, the said Mrs Louisiana Collin and
 their sister Miss Carmine Collin equally one half to each
 and their real estate entirely by their sister. Hereafter
 the marriage of the said Mrs Louisiana Collin to Col
 Horace Reidy as aforesaid, there was on July 1st 1889
 in the mode designated and pointed out in said will, set
 apart to her one fourth of intestate's real estate in value
 and one half of his personal estate

As required by the said will said executors made and executed to him a deed to said property, which is recorded in the register office for Rutherford County Tenn in Book 30 and on page 459/10 which reference is now made

In the 9th item of said will it is provided that when the youngest child of the testator becomes twenty one years of age. Said executors shall by due conveyance to him or her his or her share of the realty, and pay over and deliver his or her share of the personalty and take receipt in full for the same and thus perform their duties and trusts under the will.

The real estate of intestate now held by the undersigned in their fiduciary capacity after the allotment of the share to Mrs. Louisiana Ready as aforesaid, is the following to wit: First, A tract of land lying and being in the County of Madison State of Mississippi, which is described as follows, S $\frac{1}{2}$, E $\frac{1}{2}$, SW $\frac{1}{4}$ and S $\frac{1}{2}$, S. E $\frac{1}{4}$ Section 11. T. 8 R. 2 E. 120 acres. NW $\frac{1}{2}$, E $\frac{1}{2}$, and N. E $\frac{1}{4}$ and N $\frac{1}{2}$, W $\frac{1}{2}$, SW $\frac{1}{4}$, and E $\frac{1}{2}$, SW $\frac{1}{4}$ Sect 14. Township 8. R. 2 E. 440 acres. All of Section 15. T. 8 R. 2 E. 640 acres. All of Section 16. T. 8. R. 2 E. 640 acres. E $\frac{1}{2}$, E $\frac{1}{2}$ and N $\frac{1}{2}$, W $\frac{1}{2}$, N. E $\frac{1}{4}$ and West half Sect 27. T. 8. R. 2 E. 520. a N $\frac{1}{2}$, W $\frac{1}{2}$ N. W $\frac{1}{4}$ Sect 27. T. 8 R. 2 E. 40 acres. Altogether containing twenty four hundred acres

Said tract of land lies about eight miles south of Canton in said State and is known as the Plantation

Second! A tract of land lying in the 21st district of Rutherford County Tennessee, near the waters of Bucknell Creek beginning at a Blaw oak, Old Burtons Corner, thence north 85° E. 22 poles to a stake on Burtons line, thence north 74° E 42 poles to a stake on Burtons line, thence S 1° W 258 $\frac{1}{2}$ poles to a rock pile, thence west 66 $\frac{1}{2}$ poles to a Logwood on Salus to Buckners line, thence north with the old line 240 $\frac{1}{2}$ poles to the beginning containing one hundred acres more or less being the same land bought by intestate from G. H. Peck a wife by deed, which is registered in book 23 page 89 of the Register office of said County

Third, A tract of land lying in the 13th district of the last named State and County, which is bounded on the north by J. A. Kershaw and William Mitchell each by Dr. William Lytle, South by Dr. Lytle and W. A. Hoelins and West by said Hoelins, and the Mrs. Freeston and Salem Pills containing 123 acres and eighty six poles. #23 - 86/100. Being

the said lands bought by testator at a sale of the lands of both Lytto deced. under decree of the Chancery Court of Rutherford County in the case of Patterson and Lytto Executors against Kate Lytto and others, Courts. A lot or parcel of ground lying and being in the first ward of the City of Murfreesboro Tenn. which is bounded as follows. On the north by College Street. East by Lebanon Street South by the First National Bank of Murfreesboro and W. Elliott and west by Walnut Street. Said lot begins at the intersection of College and Lebanon Streets, in the south-west corner (thereof) and runs south to the line of the building owned and occupied by the said Bank and thence west between parallel lines to Walnut Street, and upon which stand the three store houses known in the said City as the Jones & Ballin Block.

The personal estate now held by the undersigned in the capacity aforesaid, consists of the following to wit,
Fifteen of Irish mortgage bonds of 1000 dollars each on the N. C. and W. Louis R. Co. Coupons to Jan 1st 1893. Paid
Thirty three shares of stock of 100^o dolls each in the 4th National Bank of Nashville Tenn. Dividend paid to Jan 1st 1893
One Note on Barton & Hancock, for 1000 dollars. Which is credited Oct 31st 1892, by \$400^o dolls and Nov 30th 1892, \$400^o dolls
One Note on E. B. Trade, for \$250^o dolls dated July 11th 1891 due Nov 15th 1891, which is credited March 14th 1892, by 50^o dolls balance \$200^o with interest

One Note on said Trade for \$250^o dolls, dated Jan 3 1892 and due Nov 15th 1892

And in Cash as per final settlement with County Court Clerk Nine Thousand four Hundred and eighty seven and ¹⁵/₁₀₀ dolls

It is supposed there will be a balance of 40 or 50 dollars in the hands of B. L. Rialy administrator, one half of which will belong to said Miss Carmin Ballin

The said Miss Carmin Ballin the younger and only surviving child of said testator arrived at the age of 21 years on July 20th 1893 and the undersigned have this day made their final settlement as executors aforesaid, and as testamentary guardians aforesaid with the Clerk of the County Court of the said Rutherford County.

Now therefore in consideration of all the above recited premises, and by virtue of the power and authority in us vested by the said last will and testament of said E. B. Ballin Deced.

and in pursuance of the provisions thereof. (said wills were referred to for all the contents) we the undersigned Jno. A. Callin, M. C. Callin Jas. H. Allen and James H. Erickson as his executors and testamentary guardians of his children have this day bargained and sold, and do hereby transfer and convey unto the said Miss Carmin Callin the daughter and only surviving child of said testator, and to her heirs and assigns forever to her sole and separate use and benefit with power to dispose of the same by deed or will, but free from debts liabilities or contract of any husband she may marry - (It being the intention and purpose of this deed to convey to her the same character and quality of estate as is devised to her by said will) The foregoing and above described and bounded four tracts lots or parcels of land together with all improvements thereon situated and the appurtenances thereto belonging.

Do have and to hold to her, the said Miss Carmin Callin her heirs and assigns forever under the same former limitations and conditions and restrictions as are contained in said will. As such executors and testamentary guardians we also hereby deliver pay over and assign to her said Bonds, stocks, Cash and other items of personalty hereinbefore set out, to be likewise held by her to her sole and separate use and benefit, with power to dispose of the same by deed or will, but free from the debts liabilities or contract of any husband she may marry, precisely in accordance with the terms provisions and restrictions in relation thereto set forth in the last will and testament of said testator. But we do hereby transfer and convey as executors and testamentary guardians aforesaid as directed by said will and not otherwise.

For all of said property real and personal the said Miss Carmin Callin has this day executed and delivered to us her receipt as directed by said will.

This July 25th 1893

Jno. A. Callin

M. C. Callin

J. H. Allen

J. H. Erickson

Executors and testamentary guardians under the will of J. B. Callin and
and testamentary guardians of Miss Carmin Callin
State of Tennessee
Rutherford County } Personally appeared before me, Frank White

Witness of the County Court of said County Jno. A. Collins N. C. Collins
J. H. Allen & J. H. Brichlan Executors and Testamentary Guardians
The within named bargainors met whom I am personally acquainted and
who acknowledged that they executed the within instrument for the
purpose therein contained

Witness my hand at office at Murfreesboro this 25th day of July 1893
Frank White
State of Tennessee
Rutherford County

I, J. R. Carr, Register for said County
do hereby certify that the foregoing instrument and certifi-
cate thereof are registered in my office in Book 32 page
314 that they were received for registration on the 27th day
of July 1893 at 9 o'clock am and noted in Book No 4

Witness my hand at office this 28th day of July 1893
J. R. Carr, Register
By J. J. Richardson Atty. Gen.

State of Tennessee
Rutherford County

Personally appeared before me Richard
Beard, Notary Public for said County of Rutherford and
State of Tennessee, the within named bargainors Jno. A.
Collins N. C. Collins J. H. Allen and J. H. Brichlan Executors
of J. B. Collins decd. and Testamentary Guardian of
Carmin Collins, who acknowledged that they signed
and delivered the foregoing instrument on the day
and year therein named as their act and deed
Given under my hand and official seal this the
28th day of July 1893

Richard Beard
Notary Public for
Rutherford County State of Tenn

Filed for record at 8 o'clock am March 4th 1893
Record recorded March 8th 1893

James Pennington
J. P.

Thomas Gall Trustee } Filed for record at 8 o'clock am
 Deed to } March 8th 1893. and recorded 4/1/93
 E and M. Virden } J. Parrotty clk

This conveyance executed by Thomas Gall to Ed and Sam Virden partners under the firm name and style of E & S Virden is to wit:

That whereas by a conveyance executed by E. A. Dulany of date July 15th 1886. Recorded in Book S.S. of the records of deeds of Madison County and State of Mississippi on page 560. The land hereinafter described was conveyed to me as trustee to secure the promissory note of the said E. A. Dulany of date July 15th 1886 payable to the order of E & S. Virden on Jan 1st 1890 after its said date for \$1550⁰⁰. by which I was empowered in the event that the debt evidenced by said promissory note was not paid principal and interest, after 30 days notice by posters in three public places in Madison County, to sell the said land for cash to the highest bidder, and out of the proceeds pay first the cost of executing the said trust, and second the said debt evidenced by the said note. And whereas the said debt was not paid and whereas pursuant to the said power I caused to be advertised for sale the said land in said conveyance described, and which is the same land hereinafter described by posters in three public places in said County, namely, by posting one at Madison Station, in front of the Post Office there of which was duly posted on Jan 31st ad 1893, and one in front of the Post office at Oalkow Station, which notice was posted also on Jan 31st 1893, and one on the Court House door in the City of Canton in said County of Madison on the 31st day of Jan 1893. All of which notices were duly posted more than 30 days previous or before the day of sale hereinafter mentioned, and each of which notices advertised the sale of the land hereinafter described to take place on Monday the 6th day of March ad 1893 at 11 o'clock am to the highest bidder for cash and each of which notices described the said land and referred to in said deed, and specified that the sale would be in front of the southern door of the Court House of said County of Madison in said State. And, whereas accordingly, I did on the said Monday the 6th day of March 1893, at 11 o'clock am in front of the southern door of the Court House of

said County of Madison and State of Mississippi sell the land
 hereinafter described to the highest and best bidder for cash as
 follows, that is to say, that I first, exposed to sale the (S. W. 1/4
 of the N. W. 1/4 and the E. 1/2 of the N. W. 1/4 of Section 28 T. 7. R. 1 E.)
 containing 120 acres, and the said E. and S. Virden were the highest
 and best bidders therefor bidding therefor five dollars per acre
 aggregating 600⁰⁰ and next I exposed to sale thirty acres of the
 the south end of the N. 1/2 of the S. E. 1/4 and the S. E. 1/4 of the S. E.
 1/4 of Section 29, T. 7. R. 1 E. containing 70 acres and the said
 E. & S. Virden were the highest and best bidders therefor
 bidding therefor 5 dollars an acre, aggregating 350⁰⁰ dollars
 and next so sold the N. E. 1/4 of Section 32, T. 7. R. 1 E.
 containing 160 acres, and the said E. & S. Virden were the
 highest and best bidders therefor bidding the sum of 5
 dollars pr acre, aggregating the sum of 800⁰⁰ dollars, and I
 next so sold the (N. E. 1/4 of the S. E. 1/4 of Sect 32 T. 7. R. 1 E.)
 containing 40 acres and the said E. & S. Virden were the
 highest and best bidders, bidding therefor the sum of 5
 dollars pr acre, aggregating the sum of 200⁰⁰ dollars
 and having thus exposed the land to sale by public sale
 as the Constitution and the laws of the state require, I next
 exposed to sale to the highest bidder for cash the whole and then
 the whole of the aforesaid land in a bag, and got no bidders
 whereupon under the law said E. & S. Virden became the pur-
 chasers of the said land, and the amount of their whole
 bid being the sum of \$1950⁰⁰ dollars, I proceeded to
 credit the same on the principal and interest due them
 on the aforesaid promissory note

Wherefore the premises considered and in consideration of
 the aforesaid sums of money, aggregating the aforesaid sum
 of \$1950⁰⁰ dollars bid at said sale by E. & S. Virden, and credited
 as aforesaid on the aforesaid promissory note, I the said
 Thomas Galb of the County of Hinds and State of Mississippi
 Master as aforesaid do hereby and warrant specially unto
 the said E. & S. Virden and Sam Virden partners under the
 firm name of E. & S. Virden and both of the County
 of Hinds and State of Mississippi residents of the City
 of Jackson, that land in the County of Madison
 and State of Mississippi described as the S. W. 1/4 of the
 S. W. 1/4, and the E. 1/2 of the N. W. 1/4 of Section 28, and

and 30 acres off the south end of the N 1/2 S E 1/4 and also the S E 1/4 of the S E 1/4 of Section 29 and also the N E 1/4 and the N E 1/4 of the S E 1/4 of Sect 32. All in Township 7. R. 1. Each containing in the aggregate 390 acres more or less.
 Witness my signature this 7th day of March 1893
 State of Mississippi
 Hinds County
 Thomas Gale Trader

Personally appeared before me Wm D. Denny Clerk of the Chancery Court of Hinds County and State of Mississippi the within named Thomas Gale who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.
 Given under my hand this 7th day of March 1893
 W. D. Denny Clerk

Joseph K. Shrock (Filed for record at 8 o'clock am March 8th 1893. J. P. Priddy Clerk)
 Deed to
 Mamie L. Ward

Know all men by these presents that I J. K. Shrock for and in consideration of the natural love and affection which I have and do bear toward my beloved daughter Mamie L. Ward, have this day given granted and delivered and by these presents doth give grant and deliver unto my said daughter Mamie L. Ward the following property to wit, the N 1/2 of N E 1/4 and E 1/2 of the N N 1/4 of S E 1/4 and 27 acres in the N. end of the E 1/2 of S. N 1/4 all in Section 23 T. 12. R. 4 E. Containing 227 acres situated in Madison County Mississippi. To have and to hold the same unto my daughter and her heirs and assigns forever. Witness my signature this 11th 1893
 Witness
 J. K. Shrock

G. L. Dickerson & W. F. Shrock (Personally appeared before me R. J. Moody Mayor of Goodman and ex Off in and for said County W. F. Shrock one of the subscribing witnesses to the foregoing deed of conveyance who being first duly sworn depose and say that he saw the within named J. K. Shrock whose name is subscribed thereto sign and deliver the same to Mamie L. Ward, that he the deponent subscribed his name as witness thereto in the presence of said J. K. Shrock and that he saw the other subscribing

retired to L Dickerson sign the same in the presence of the said J.K. Shrock, and that the extracts signed in the presence of each other on the day and year named

Given under my hand and seal of office this 6th day of March 1893
R. J. Moody Mayor of Goodman
& Ex off J.R. Hobbs Sec

Shrock, Bros & Co } Filed for record at 8 o'clock am, March 8th
Warrant Deed to } Ad 1893
J.K. Shrock } James Priority etc
State of Mississippi }
Attalla County }

In consideration of two thousand and fifty dollars, we hereby grant bargain sell and convey to J.K. Shrock the following described land and property, To-wit: The S W 1/4 of S W 1/4 of Section 16, T12 R 4 East situated in Attalla County Mississippi, and the E 1/2 N E 1/4 and N W 1/4 of N E 1/4 and N E 1/4 of S E 1/4 of Section 20 Township 12 R 4 E situated in Madison County Miss. Witness our signatures the 11 day of Feb 1893
Shrock Bros & Co

By W.F. Shrock, a member of the firm of Shrock Bros & Co

State of Mississippi
Madison County

This day personally appeared before me the undersigned Mayor of Goodman and ex officio Justice of the Peace in and for said County the within named W.F. Shrock a member of the firm of Shrock Bros and Company who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand and seal of office this 6 day of March Ad 1893
R. J. Moody Mayor of Goodman
and ex officia J.P.

Shrock Bros & Co
 To. Quit Claims Secy
 J. K. Shrock

Filed for Record at 8 am Mch 8th 1893
 Jas. Poistley Clerk

State of Mississippi
 Madison County

Know all men by these presents that evn. Shrock Bros and Co For and in consideration of, One thousand and Eighty Three and 2/100 dollars to us in hand paid by J. K. Shrock, have released and quit claimed, and by these presents doth release and quit claim unto him the said J. K. Shrock, all our right title and interest and claim in or to the following described land, now in the possession of him the said Shrock Bros to wit: The North east 1/4 of South east 1/4 Section 28 T. 12 R. 4 E

Witness my hand and seal this 4th day of March 1893

Shrock Bros & Co
 By W. Shrock, A member of the firm of Shrock Bros & Co

State of Mississippi
 Holmes County

This day personally appeared before me the undersigned Mayor of Goodman and Ex Off J. P. in and for the said County and State, W. Shrock, a member of the firm of Shrock Bros & Co and acknowledged that he signed sealed and delivered the foregoing deed of conveyance at the time therein named as his act and deed

Witness my hand and seal of office this 4th day of March 1893

R. J. Moody Mayor of Goodman
 Ex Off J. P.

Mrs. E. G. Sutherland
 To of Deed of Trust
 P. M. Harding Trustee for the Equitable Mortgage Company

Filed for Record Feb 25th A. M. 1893
 at 8 o'clock A. M. & Recorded March 9th 1893
 Jas. Poistley Clerk

This indenture made this first day of December A. D. one Thousand Eight Hundred and Ninety Two by and between Mrs. Emily G. Sutherland of the County of Kemper State of Mississippi party of the first part, and P. M. Harding Trustee herein of the County of Warren State of Mississippi party of the second part on the Equitable

Mortgage Company of Kansas City, Missouri: party of the Third part:- Witnesseth: That the said party of the first part, in consideration of the debt and trust, herein after mentioned and created, and of the sum of one Dollar to the said first party paid by the said party of the second part. The receipt of which is hereby acknowledged, have by these presents Grant Bargain and Sell and Convey and Convey unto the said party of the second part. The following described Real Estate, situated in the County of Madison in the State of Mississippi, to wit:

The south half of the north east quarter. The South half of the east half of the north west quarter; The South east quarter and the east half of the South west quarter less fourteen acres lying South of Bear Creek Allie Section Twenty-eight Township Ten of Range Two East Containing Three hundred and fifty one acres more or less and possession of said premises now deliver unto said party of the second part, Do have and to hold the same together with all and singular the tenements, hereditaments, appurtenances, rights, Privileges, rents and profits there unto belonging or in any wise appertaining, and all machinery now upon or which may hereafter put upon said premises whether attached or detached, to the said party of the second part, and to his Successors herein after designated forever; The said party of the first part hereby covenanting with said party of the second part, for the use and benefit of said party of the third part, its successors and assigns, that they are lawfully seized of an ^{undivided} fee simple estate in fee in said premises; That they have good right to convey the same; that said premises are free and clear of all liens and encumbrances; and that they will warrant and defend the title to said premises against the lawful claim of all persons whomsoever, hereby expressly releasing and conveying all rights of dower or homestead in said premises Except however for the following purposes:

Whereas; The said party of the first part is justly indebted unto the said party of the third part in the sum of Two hundred Seventy and ⁰²/₁₀₀ Dollars, according to the tenor and effect of seven certain promissory notes of even date herewith, duly executed by the said party of the first part, and payable in good coin of the United States of America of the present standard of weight and fineness, to the order

Assigned to Geo. Henry & Co by his order & used solely by & owned by self. Will & will of self.

of the Equitable Mortgage Company, at its office in New York City, State of New York, with interest thereon from date thereof at the rate of five per cent. per annum, according to the dates and for the amounts of said notes as follows:

No. 1 - Due December 1st - 1893 for \$ 208.16. No. 2 - Due December 1st - 1894 - for \$ 187.01. No. 3 - Due December 1st - 1895 - for \$ 167.20
 No. 4 - Due December 1st 1896 for \$ 150.40. No. 5 - Due December 1st - 1897 for \$ 133.71. No. 6 - Due - December 1st - 1898 for \$ 118.68. No. 7. Due December 1st - 1899 for \$ 104.74.

All of said notes providing that if any part of the principal or interest is not paid at maturity, it shall bear interest thereon at the rate of Five per cent. per annum, payable semi-annually; and if any interest remains unpaid twenty days after due, the principal shall become due and collectible at once, without notice, at the option of the holder. And whereas, said party of the first part agrees with said party of the third part and the endorser or assignee of said promissory notes and each of them to pay all Taxes and assessments, general and special, against said land and improvements, when due or within the time required by law; and also to keep the improvements upon said land in good repair and constantly insured in such companies as said third party may approve of, until said notes be paid, for the sum of at least - Dollars, and the policy or policies thereof constantly assigned or pledged and delivered to said party of the third part, or to the legal holder of said notes for further securing the payment of said notes, with power to demand, receive and collect any and all moneys becoming payable thereunder, and apply the same towards the payment of said notes unless otherwise paid; and also shall permit no waste and especially no cutting of timber except for usual and necessary repairs and fire wood unless the consent in writing of the Trustee herein be first obtained; and also to keep said land and improvements thereon free from all statutory lien claims of every kind; and also to protect the title and possession of said premises so that this deed of Trust shall be a first lien thereon until said debt is paid; and if any or either of said agreements be not performed as above said, then said party of the third part or said endorser or assignee, or any of them may pay such Taxes and assessments, and may effect such insurance for said purpose paying the cost thereof, and may also pay

The final judgment for any Statutory Lien Claim, and may protect the title or possession of said land, including all costs and attorney's fees; and for the repayment of all moneys paid in the premises with interest thereon from the time of payment at the rate of ten per cent. per annum. These provisions shall be security in like manner and with like effect as for the payment of said notes now, if said notes be paid when due, and said agreements be faithfully performed as afore said. Then these provisions shall be void, and the property hereinbefore conveyed shall be released at the cost of said party of the first part; but if default be made in the payment of any of said notes or any part thereof when due, or in the faithful performance of any or either of the agreements as afore said, or if this deed of Trust or the notes or debt hereby secured, shall be taxed under any existing laws of the State of Mississippi, or any laws hereafter passed, then the whole amount of said notes shall at the option of the holder of said notes become immediately due and payable without notice to said first party, and this deed shall remain in force, and the said party of the second part or his successors or substitute herein after provided for, may, at the request of the holder of said notes proceed to sell the property hereinbefore described, and any and every part thereof, and all right and equity of redemption of the said party of the first part, and the heirs, executors, or assigns of said first party therein, at public vendue, to the highest bidder, at the front door of the Court House, in the County of Madison and State of Mississippi, first giving twenty days public notice of the time, terms, and place of sale, and of the property to be sold, by advertisement in some newspaper published in the County in which the land is situated, or by posting written notices thereof in at least three public places in such County, one of which shall be at the Court House door of such County; and the said Trustee may adjourn the sale from time to time, ~~or by written notice thereof~~, in at least three public places in such County, in his discretion, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the non payment of the money hereby agreed to be paid, existence of the indebtedness so secured, notice

by advertisement or posting of notices. And the receipt of the money (and the appointment whereby such other trustee may become successor as herein provided) shall be prima facie evidence of the truth of such statement or recital, and the said Trustee shall receive the proceeds of said sale, out of which he shall pay; first, the cost and expenses of executing this trust, including five per cent. upon the amount of said notes as compensation to the Trustee for his services, and a sum equal to ten per cent. of the amount statutory lien claims, and cost and interest thereon, as hereinafter provided for; and next, all of said notes then due and unpaid, including interest then due thereon; and next, the principal of such of said notes as are not due at the time of sale, with interest up to the time of such payment, and if not enough therefor, then apply what remain; - The balance of such proceeds, if any, shall be paid to the said party of the first part, or the legal representatives of said first party: - Or upon default in the payment of any one of the said notes when due, and so often as such default shall occur, at the option of the holder thereof, a sale may be had, in like manner as hereinbefore provided, of the whole of said premises subject to the lien of this deed of trust for the payment of the remainder of said notes when and as the same become due; the proceeds of such sale to be applied to the satisfaction of such defaulted notes. And the said party of the second part covenants faithfully to perform the trust herein created.

And the said party of the second part hereby lets the said premises to the said party of the first part, until a sale be had under the foregoing provisions therefor, upon the following terms and conditions thereof, to wit:

The said party of the first part shall and will surrender peaceable possession of said premises, and any and every part thereof sold under said provisions, to said party of the second part, his successor, or the purchaser thereof under such sale, within ten days after the making of such sale, and without notice or demand thereof. This deed of trust and the notes secured thereby, shall be construed according to the laws of the State of Mississippi.

In the event of the death or absence from the State,

or the refusal or failure, or the disqualification from acting here under, of the said party of the second part, or any of her successors, hereinafter provided for, the said party of the third part, by its President or Vice-President, its successor or assignee or the then legal holder of the notes by this deed of Trust secured shall have full power to appoint, by a duly executed deed of appointment duly recorded in the County in which the land herein described is situated, a Trustee in the place of said party of the second part or any succeeding Trustee, who shall have the same powers which are herein delegated to the said party of the second part

It is expressly understood and agreed, that any release of this deed of Trust, by the said Trustee, or any of his successors, shall not be valid unless he shall be joined therein by said party of the third part, its successor or assignee, the then legal holder of the notes by this deed of Trust secured. In witness whereof, the said party of the first part has hereunto set her hand the day and year first above written

Emily G. Sutherland,

State of Mississippi
Lauderdale County

Personally appeared before me J. L. Sprinkle a Justice of the Peace and ex officio Notary Public in and for said County the within named Mrs. Emily G. Sutherland, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand and official seal this 2nd day of February A. D. 1843

(seal) J. L. Sprinkle, J. P. & Ex officio Notary Public

J. J. Rohrbacher & Caroline Rohrbacher
To: 10/5
Geo. P. Luckett Trustee
to be paid to Carol Smith

Filed for Record at 10 o'clock A. M. Mch 9th A. D. 1843 and Recorded Mch 10th 1843
Geo. Poistley Clerk

This deed of Trust executed this the 3rd day of Mch. A. D. 1843 between J. J. Rohrbacher & Caroline Rohrbacher his wife and Carol Smith and George P. Luckett witnesses, that J. J. Rohrbacher & Caroline Rohrbacher are indebted to the said Smith in the sum of one thousand dollars by their joint promissory note of this date bearing interest

Trust at the rate of 10 per cent per Annum till paid from date falling due twelve months after date and being willing to secure the said Smith in the prompt payment thereof we hereby convey & warrant to the said George P. Luckett the following lands lying in Madison County Miss. to wit:

N E 1/4 + E 1/2 N W 1/4 - E 1/2 S E 1/4 + S W 1/4 + W 1/2 S E 1/4 Sec - 1 one S E 1/4 + E 1/2 S W 1/4 less five acres in N W corner thereof in Sec - 2 - one 1/2 interest in E 1/2 N E 1/4 Sec - 2 T - 8 - R - 2 W N 1/2 S E 1/4 S 1/2 E 1/2 S E 1/4 - E 1/2 S W 1/4 Sec - 35 T - 9 - R - 2 W S 1/2 S W 1/4 - S 1/2 S E 1/4 + N 1/2 E 1/2 S E 1/4 Sec - 36 T - 9 - R - 2 west

but this conveyance is made to the said Luckett in trust and in consideration of the premises and ten dollars paid us in cash and in default of payment of said note at maturity it shall be the duty of said Luckett as trustee to advertise the above lands for 10 days by written posters in three public places in said County and sell the same for cash in front of the South door of the Court house in Canton and apply the proceeds of said sale to the satisfaction of said notes & interest - pay the cost & expenses attending the execution of this trust - Execute proper deeds of conveyance to the purchasers of said lands and pay the balance of the proceeds if any to the grantors herein

It is further understood and agreed that in the event of the death of the said Luckett or his failure or refusal to execute this trust that the said Smith or the then holder of said note may in writing appoint another trustee to carry out the purposes of this trust whose acts in the premises shall be as valid in law as if done by the said Luckett witness our hands and signatures this the 3rd day of March 1843

Jno J. Rohrbacher
Caroline Rohrbacher

The State of Mississippi
Madison County

Before me this day came J. J. Rohrbacher & Caroline Rohrbacher his wife grantors in the above deed of Trust who acknowledged that they signed & delivered said deed as their voluntary act for the purposes therein stated witness my hand & signature 3rd day of March 1843

R. L. Elkin J. P.

Original in full