

Geo. G. Shackelford  
Commissioner  
To } deed  
Susan S. Hoffman

} Filed for Record at 9 o'clock a. m. Mch 10<sup>th</sup>  
A. D. 1893 and Recorded Mch 10<sup>th</sup> 1893  
Jas Priestly Clerk

~~Virtue of the~~ Know all men by these presents that by virtue of the authority conferred on me as commissioner by the decree of the Chancery Court of Madison County Miss. in the cause of Susan S. Hoffman vs. Thomas T. Steele et al No 2461. on the docket of said court rendered at the September Term 1892 of said court, and by the decree of said court in said cause rendered at the July Term 1893. confirming a sale of lands made 14<sup>th</sup> day of November 1892 in pursuance of said first mentioned decree. I George G. Shackelford as such Commissioner in consideration of the sum of fifteen hundred & nineteen dollars to me paid by Susan S. Hoffman do hereby convey to said Susan S. Hoffman the following described lands in Madison County Miss. to wit: That certain lot & Residence near & East of the city of Canton known as the General Winters residence fronting on Peace Street about 275 yards and on Centre Street about 275 yards being about 100 yards wide at the East End & about 128 yards wide at the West End said lot being known as lot No 7. in Huttons addition to Canton according to the plot of said addition recorded in the Chancery Clerks office (Book G. Page 3-61, also S 1/2 E 1/2 NW 1/4 & SW 1/4 Section 20. and NW 1/4 & E 1/2 SW 1/4 Section 29. Township Eight R-2 west in said Madison County

Witness my hand this 10 day of Mch 1893

Geo. G. Shackelford  
Commissioner

State of Mississippi  
Madison County

Personally appeared before the undersigned Jas Priestly Clerk of the Chancery Court of the said County, the within named Geo. G. Shackelford, who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned, as his act & deed.

Given under my hand and official seal at office this 10 day of March A. D. 1893  
J. Priestly Clerk Seal

Satisfied in full ~~AMM~~ original

New York May 27<sup>th</sup> 1897  
The North & American Mortgage Companies Limited hereby empower the Chairman of the Board of Directors of the said companies to enter into certain mortgage agreements on the terms described herein and to execute the same as provided in Article 2467 of the Code of Mississippi of 1892 as amended by Chapter 98 of the laws of 1896. British & American Mortgage Company Limited  
By L. H. Graham Secretary

B. M. Heisdorffer  
Haywood Hayes Pugh  
Leah Pugh his wife &  
Emily Hayes  
To Renewal Agreement  
W. B. F. Hatto the Man Director  
The B. & A. M. Com. Limited

Filed for Record at 8 o'clock A. M. Mch 10<sup>th</sup>  
A. D. 1893 & Recorded Mch 10<sup>th</sup> 1893  
for Principal Clerk  
"State of Mississippi County of Madison"  
This indenture made the 2<sup>nd</sup> day of February  
1893, by and between the British and American  
Mortgage Company (Limited), the holder of a  
certain promissory note for (\$ 528<sup>00</sup>) Five hundred and twenty eight  
dollars due December first 1891 (fixed) upon which said note  
(\$ 48<sup>00</sup>) Forty eight dollars has been paid leaving a balance  
due thereon of (\$ 480<sup>00</sup>) Four hundred and eighty dollars and  
which said notes was given by Haywood Hayes Pugh and Emily  
Hayes and secured by a certain deed of Trust on real estate in  
Madison County State of Mississippi dated the 1<sup>st</sup> day of January  
A. D. 1887, and recorded in Book T. T. page 535 - party of the  
first part, and - B. M. Heisdorffer of Canton Mississippi -  
coming to own the equity of redemption in said mortgaged prop-  
erty of the second part.

Witnesseth: That the said parties, for themselves and their  
representatives hereby mutually agree that the time for  
the payment of the said balance of \$ 480<sup>00</sup> Four hundred  
and eighty dollars due on said promissory note being  
balance of said mortgage debt shall be, and the same is,  
hereby extended for the term of Five Years - from the  
first day of December 1892, and the same is to bear interest from  
said date at the rate of ten per centum per annum, and that  
both principal and interest payable as follows, viz:

- (\$ 100<sup>00</sup>) One hundred dollars of Principal on December first 1893 fixed
- (\$ 48<sup>00</sup>) Forty eight dollars of Interest on December first 1893 fixed
- (\$ 100<sup>00</sup>) One hundred dollars of Principal on December first 1894 fixed
- (\$ 38<sup>00</sup>) Thirty eight dollars of Interest on December first 1894 fixed
- (\$ 100<sup>00</sup>) One hundred dollars of Principal on December first 1895 fixed
- (\$ 28<sup>00</sup>) Twenty eight dollars of Interest on December first 1895 fixed
- (\$ 100<sup>00</sup>) One hundred dollars of Principal on December first 1896 fixed
- (\$ 18<sup>00</sup>) Eighteen dollars of Interest on December first 1896 fixed
- (\$ 80<sup>00</sup>) Eighty dollars of Principal on December first 1897 fixed
- (\$ 8<sup>00</sup>) Eight dollars of Interest on December first 1897 fixed

and the said party of the second for himself his heirs, executors, ad-  
ministrators and assigns, hereby covenants, agrees and promises  
to pay to the said British and American Mortgage Company (Limited)

its successors or assignee, the said sum of (\$480<sup>00</sup>) Four hundred and eighty dollars with interest thereon in 5<sup>th</sup> installments as hereinbefore specified.

It is expressly understood and agreed that the said deed of Trust and note, herein before mentioned are referred to and made part of this indenture, and that nothing herein contained shall be construed to impair the security of said party of the first part, its successors or assignee, under said trust deed and note, nor affect nor impair any rights or powers which said Mortgagee, its successors, or assignee, may have under said note and trust deed for the recovery of the mortgage debt with interest, in case of the non-fulfillment of this agreement by said party of the second part. In testimony whereof the party of the first part has hereunto caused its seal to be affixed, and has hereunto set its hand by its Managing Director; and the party of the second part has hereunto set his hand the day & year first above written.

wit  
T. F. Leonard

B. M. Heddorffer  
Haywood Hays Pugh  
Leah x Pugh  
Emily x Hays  
The British and American Mortgage Company  
By W. B. Shattock Managing Director

State of Mississippi  
County of Madison

Personally appeared before me Haywood Hays Pugh Leah Pugh & Emily Hays & B. M. Heddorffer who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned given under my hand and seal this 11<sup>th</sup> day of February A. D. 1843  
Thos. F. Leonard J. P.

State of Louisiana  
Parish of Orleans

Personally appeared before me, Charles P. Rowland, a Commissioner for the State of Mississippi residing in the City of New Orleans, duly commissioned, qualified and acting, The British and American Mortgage Company, (limited) by W. B. Shattock, its Managing Director, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, as the act and deed of said company. Given under my hand and seal this 9<sup>th</sup> day of March A. D. 1843

Charles P. Rowland Commissioner for the State of Mississippi in New Orleans La

*(seal)*

✓  
 L. F. Montgomery } Filed for Record at 8 o'clock A. M. on the 14<sup>th</sup> Mch  
 To } deed to } A. D. 1893 and Recorded Mch 15<sup>th</sup> 1893  
 M. L. Glasscock + } Jas Priestley clerk  
 M. E. Brown. }

In consideration of five dollars to me paid the receipt whereof is hereby acknowledged I sell, convey and warrant to Messrs M. L. Glasscock and Messrs M. E. Brown, the block of land described as follows, to wit: - a block of land containing twenty one feet square on the south east corner of my Family cemetery said block of land to be used as their Family Cemetery, and the same being and situated about (230) Two hundred and thirty yards due south of my Residence and lying in the South East half of South East quarter of Section (6) Six Township (7) Seven Range (2) Two East in the County of Madison State of Mississippi Witness my hand and seal this the 10<sup>th</sup> day of March 1893

L. F. Montgomery Sr

State of Mississippi  
 Madison County } Personally appeared before me the undersigned  
 a Justice of the peace in and for said County, the within named  
 L. F. Montgomery, who acknowledged that he signed and deliv-  
 ered the within instrument of writing  
 given under my hand this 10<sup>th</sup> day March 1893

R. W. Stewart J.P.

J. D. Williamson } Filed for Record at 8 o'clock A. M. on the 15<sup>th</sup>  
 To } deed of Gift } day of March + Recorded 15<sup>th</sup> Mch 1893  
 P. L. Williamson } Jas. Priestley clerk

For and in consideration of the love and affec-  
 tion I bear P. L. Williamson my wife and the sum of one  
 dollar cash in hand paid I convey and warrant unto her  
 the following described stock. One black horse mule named  
 Peter. One black horse mule named Bill. One black horse  
 mule named Jim. One mouse colored mule name George. One  
 black horse mule named Pompey. One Bay mare name Mollie  
 One Jack brown name Henry Ward, Beacher. One Yellowish  
 brown colored Cow name Star. One black and white  
 spotted cow named Strawberry. One brindle cow name  
 Susan. One dark colored Cow name Dish face. One light  
 brown cow name Pet. One red spotted Cow name  
 Violin. One black cow name Ella. One Bull name



Lewis. One yoke of oxen to wit: one black ox name black and  
One white name white. One yoke to wit: Yellow ox named  
Buck and white and spotted ox named Bull including herein  
all of the calves of the above mention cows. And also 63 head of  
sheep all of which said stock are now in my possession  
Witness my signature. This the 21<sup>st</sup> day of Dec 1872

J. D. Williamson

State of Mississippi  
Little County

Personally appeared before me Porter Hatties  
a Justice of the Peace of said County J. D. Williamson and ac-  
knowledged that he signed and delivered the within deed of convey-  
ance on the day and year and for the purpose therein men-  
tioned witness my signature. This the 21<sup>st</sup> day of Aug 1873

Porter Hatties J. P.

Edward Ross &  
Cornelia Ross  
To: J. Levy  
Cornelia V. Levy

Filed for Record. Mch 15<sup>th</sup> A. D. 1873 at 8 o'clock A. M.  
& Recorded Mch 15<sup>th</sup> 1873 Jas Priestly clerk

This deed made this 13<sup>th</sup> day of March 1873 witness:  
That for the consideration of thirty-nine dollars and thirty five  
cents we Edward Ross and Cornelia Ross of Madison County  
State of Mississippi, hereby sell and convey unto Cornelia V.  
Levy of said County and State the following described land  
situated in Madison County State of Mississippi: Two and  
one fourth (2 1/4) acres more or less out of the North West  
corner of the N 1/2 of W 1/2 of S W 1/4 of Section 29. Township  
12. Range 5. East. The same being all that part of said  
tract lying on the west side of old road bed of the Canton  
Nashville and Aberdeen R. R. and we hereby warrant the title to  
said land against all persons whomsoever  
Witness our hands and seals this 13<sup>th</sup> day of March 1873

Edward Ross  
Cornelia Ross

The State of Mississippi  
Madison County

Personally appeared before the undersigned W. J.  
Linn a Justice of the Peace of the said County the within named  
Edward Ross & Cornelia Ross his wife who acknowledged that  
they signed and delivered the foregoing deed on the day & year therein mention-  
ed as their act & deed. Given under my hand and seal, this 13<sup>th</sup> day of March  
A. D. 1873

W. J. Linn J. P.

457  
Carr att mps Bond no. pay v 166 - this June 12 1900  
W. R. Kemp Co

Fannie A. Britton (a widow)  
To 2 Deed of Trust  
Charles C. Currier

Filed for Record March 15<sup>th</sup> 1893 at 80.6 AM  
Recorded March 15<sup>th</sup> 1893

To secure  
The Atlantic Trust Co. Limited

This Indenture made  
by and between Fannie A. Britton a widow,  
party of the first part; Charles C. Currier

of the City of Memphis in the State of Tennessee. party of the second part as Trustee  
and The Atlantic Trust Company Limited a Corporation party of the third  
part. Witnesseth: That said party of the first part in consideration of the  
sum of money hereinafter mentioned loaned by the party of the third part  
to the party of the first part, the receipt whereof is hereby acknowledged  
and the further consideration of One dollar paid by the party of the sec-  
ond part to the party of the first part does hereby grant bargain sell  
convey and confirm unto the said party of the second part and his suc-  
cessors the following described real estate situated in the Counties of  
Madison and Sharkey in the State of Mississippi to wit:

The following lands in Madison County Mississippi, viz: That  
part of South Half of Section Twenty (27) Seven lying East of the Livingston and Jackson Road  
Also East Half of the North East Quarter of Section Thirty (34) Four. Also South East Quarter  
of Section Thirty (34) Four. All of Section Thirty (35) Five and West Half of Section Thirty  
(36) Six. All in Township Eight (8) North Range One (1) East 1380 acres more or less. Also  
the following lands in Sharkey County Mississippi, viz: All of Section One (1) except the  
South West Quarter of the South West Quarter thereof. North East Quarter of Section (12)  
Twelve and East Half of North West Quarter of Section (12) Twelve. All in Township (12)  
Twelve North Range Seven (7) West. Also West Half of South East Quarter of Section  
Thirty Six (36). Township Thirteen (13) North Range Seven (7) West and West half of  
South West quarter of said Section Thirty six (36) same Township and Range West-  
ing therefrom Fifty three (53) acres off the North end thereof. Also all East of Deer  
Creek in the North three quarters (3/4) of Section Two (2) Township Twelve (12)  
North Range Seven (7) West and in South half of South East Quarter of Sec-  
tion Thirty (35) Five. Township Thirteen North Range Seven (7) West being three  
(3) acres more or less. All constituting what is known as the "Forked Deer" plant  
station. Also what is known as the Louisiana Plantation described as follows, viz:  
South East quarter of Section Nineteen (19) and all of South West quarter of Section  
Nineteen (19) which lies South and East of Deer Creek. South West quarter of Sec-  
tion Twenty (20) and West Half of South East Quarter of Section Twenty (20) and all of  
Section Thirty (30) All in Township Thirteen (13) North Range Six (6) West 1100 acres  
more or less. And whereas it is the intention hereby to convey all of said plantations  
as now owned by said grantor, said Grantor hereby conveys all of said plan-  
tations now owned by her whether herein specifically described or not ex-  
cepting however the above mentioned specially excepted tracts and except-

ing from the above lands in Sharkey County the following: a tract of land  
 in the town of Rolling Fork and being a portion of the "Forked Deer" Plantation  
 said tract being bounded on the West by the right of way of the Louisville, New Orleans  
 and Texas Rail Road + on the South by Rolling Fork Creek running thence Northward  
 Five Hundred (500) yards and having a uniform width of Four Hundred (400) feet and  
 containing something less than Fourteen (14) acres. Also excepting from the above  
 lands in Sharkey County the following: One (1) Lot of One (1) acre lying in the North West  
 Quarter of Section Twelve (12) Township Twelve (12) North Range Seven (7) West dis-  
 -cribed as follows. Beginning at the South East corner of the Lot conveyed by Fannie  
 Britton to H. L. Foote by deed dated Mch 12<sup>th</sup> 1887 recorded in Deed Book H. pages 31-4  
 of Records of Sharkey Co. Miss and running thence in an Easterly direction with the North side  
 of the Public road Forty Five yards to a point, thence in a Northly direction parallel with  
 the East boundary line of said Lot of H. L. Foote one hundred and Ten (110) yards to a point  
 thence Westly and parallel with the South boundary line first above described Forty  
 yards to the above mentioned lot of H. L. Foote and thence to the beginning con-  
 -taining one (1) acre. And also the strip of land lying immediately South of  
 the Lot last above mentioned, said strip being bounded on the North by the  
 South boundary line of the Lot above described and on the South by Rolling Fork  
 Creek. Fearing in all of above described lands to be hereby conveyed Three  
 Thousand Four Hundred and Twenty Nine (3429) acres more or less to-  
 -gether with the tenements, hereditaments and appurtenances thereto  
 belonging and the rents and the profits thereof and on a hire now  
 now or hereafter put upon said premises for the conduct thereof  
 whether attached or detached, To have and to hold the above  
 granted premises appurtenances improvements and machinery  
 and rents and profits unto the said party of the second  
 part his successors and assigns forever. And the said party  
 of the first part here by covenant with the said party of the  
 second part, his successors and assigns that she is law-  
 fully seized in fee of the above granted lands and premises  
 that the same are free from all incumbrances, and that they  
 will warrant and forever defend the title to the same unto  
 the said party of the second part, his successors or assigns  
 against the lawful claims and demands of all persons  
 And the party of the first part here by expressly release  
 relinquish and convey to said trustee his successors  
 and assigns all rights of dower or homestead in said  
 premises. This Indenture is intended as a deed of  
 Trust for the following purposes, to wit: Whereas, the  
 said Fannie A. Britton is indebted to the said party of



of the third part in the sum of Five Thousand (5000<sup>00</sup>) dollars which indebtedness is for money loaned and with interest thereon is evidenced by the following described promissory notes bearing even date here with executed by them to wit:

One for Three Hundred & Ninety Five + <sup>85</sup>/<sub>100</sub> Dollars \$395<sup>85</sup> due January first 1894

One for Five Hundred \_\_\_\_\_ Dollars \$500<sup>00</sup> due January first 1895

One for Five Thousand \_\_\_\_\_ Dollars \$5000<sup>00</sup> due January first 1895

Said notes represent installments of said principal and the annual interest due thereon at the rate of Ten per cent and are payable in gold coin of the United States to the party of the third part, at the office of Caldwell & Judah Memphis Tennessee with interest at ten per cent per annum after maturity and contain a waiver of exemptions and are all with their accruing interest intended to be secured by this conveyance. And if by reason of error or delay of any sort, the said note or notes shall include more than ten per cent interest on the sum loaned from date of payment thereof by the third party, then it is agreed that said note or notes shall be credited with the excess so as to conform to the actual intention and agreement of the parties, that no more than ten per cent interest shall be paid or received. Now if the said party of the first part shall well and truly pay or cause to be paid, each and all of said notes as they respectively fall due, and shall perform all other acts and obligations as herein provided, then this conveyance shall become null and void. But should they fail to pay any of said notes at maturity, or fail to pay taxes before delinquency or for insurance premiums when due, or to keep and perform any other act, obligation or covenant hereof, then the whole of the principal unpaid, whether due on the face of the notes or not, together with all accrued interest on said principal, shall at once become due and collectable at the option of the legal holder of any unpaid note, acting in person or by agent, and no notice of the exercise of such option shall be necessary; and in any such case said trustee or his successors may when requested by the legal holder of any such unpaid note or notes, or his agents, take possession of the real estate and personally here by conveyed, and of the rents thereof for the current year and either with or without entry sell the same at public auction for cash as a whole in one lot or he may sell in such parcels as he sees fit without question of his power so to sell. Said sale shall be made at the first

door of the Court house in the county where any of said lands are situated, or on any of said land or at the principal door of the Court house of St. Louis County in Jackson Miss as may be specified in the notice of such sale, and after notice of the time, place and terms of sale, by at least three weekly publications thereof in any daily or weekly newspaper then published in the county where any of said lands are situated; and if no newspaper is then published in such county, then such publication may be made in any newspaper published at Jackson Miss. And the said trustee or his successors with or without readvertising is hereby authorized to postpone or adjourn said sale from time to time or for any length of time at his discretion; or to dismiss or not to make said sale and powers given hereunder shall not be discharged by their exercise in case of any default or violation but may again be exercised as often as any default or violation may exist; and for any sale hereunder the said trustee is authorized to appoint in writing an agent and auctioneer to make such sale for him in his absence as fully and validly as if the trustee were present himself conducting the sale. And at any sale hereunder a cash deposit may be required as a condition to the acceptance of any bid. It is further expressly provided that the receipt in the trustee's compliance to the purchaser shall be full evidence of all matters therein stated and no other proof shall be requisite if requested to the trustee to enforce this trust, or of the proper and due appointment of any substitute trustee or his may act; or of the advertisement, or sale, or any particulars thereof, and all prerequisites to said sale shall be presumed to have been performed, and at such sale any of the parties hereunto may become purchasers. And out of the proceeds of such sale said party of the second part shall pay all the expenses of executing this trust, including ten percent commission for his individual services and ten percent attorneys fees, and the full amount of the debt due and owing to the party of the third part, both principal and interest, and all sums if any which shall have been paid by said party of the third part its successors or assigns for taxes, repairs, insurance and other charges which would be a lien upon the said real estate in such order as he may determine; and the remainder if any shall be paid over to the said parties of the first part or their assigns upon reasonable request. If any other legal or equitable remedy is resorted to by the party of the third part, or their assigns for the collection of the debt herein mentioned then and in such event, the said parties of the first part



hereby covenant and agree to pay as attorneys fees ten per cent on the amount then due, which shall be a part of the debt hereby secured. The parties of the first part, solely for the purpose of giving satisfactory security for said loan of money hereby request and instruct the party of the second part and his successors to take out, through some agency to be selected by him, and keep in force, such policies of fire insurance as shall, in his judgment seem necessary and in excess of \$2500<sup>00</sup> upon the Madison County dwelling situated upon the premises hereby conveyed during the existence of this debt: loss, if any, under which policies shall be payable to the party of the third part or assigns, and the party of the first part hereby agrees to promptly pay the premiums for all of such insurance. The Trustees, beneficiaries or their agents shall not be in any wise liable to the party of the first part for any failure to take out or keep up such insurance: but shall apply the net proceeds of any loss which may come into their hands under such policies upon the principal and interest and other items of existing or possible indebtedness named herein in such order as may be directed by the party of the third part or assigns unless the then holder of said debt sees fit to allow its payment to the party of the first part.

They further covenant to pay, before delinquency all taxes and assessments that may be laid within the State of Mississippi upon said lands, or upon the interest of either the second or third party therein, or upon the note or debt secured hereby while held by a non resident of the State of Mississippi. But in case any such taxes are laid on the interest of either the second or third parties in said premises or on the note or notes secured hereby, the party of the first part shall not be bound therefor if such obligation may not legally be made under the laws of Mississippi for the payment by party of first part of such taxes in full so as to exonerate the other parties therefrom. Yet if such obligation may not legally be made be made for the payment by party of first part of the entire amount of such taxes but may be legally made for any part thereof, the party of the first part shall be bound to pay the same to the extent that it shall be legal to do so. The intent of the parties is to bind party of first part in this regard only so far as the same can be legally and validly done. Should this deed of Trust or the debt thereby secured or the interest of the second or third parties in the land be taxed under any laws of the State of Mississippi now or here-

after passed, then and in that event all of the principal debt here-  
 by secured and accrued interest and any unpaid advances  
 shall immediately become due and payable at the option of the  
 holder of any note hereby secured. And in the event that they  
 should fail to pay such insurance premiums as aforesaid, or to pay  
 said taxes as above stipulated then said party of the third part, its  
 successors or assigns may pay said taxes and insurance premiums  
 and the amounts so paid for any and all of said purposes, shall  
 thereupon become a part of the said indebtedness hereby secured  
 and shall be governed by the provisions of this deed of Trust and  
 shall bear interest from the date of payment at the rate of ten  
 per cent per annum. And the said parties of the first part hereby  
 covenant to allow no waste to be committed and to keep all the improve-  
 ments upon said real estate in as good repair as they now are, reasonable  
 wear and tear and the casualties of fire and tempest and overflow ex-  
 cepted. The sole consideration of this deed of Trust being the above men-  
 tioned principal sum, loaned by the party of the third part to the party  
 of the first part, represented by the notes herein described: Now  
 in consideration of the premiums and to further secure the prompt  
 payment of all sums hereby secured, the parties of the first part  
 waive all rights of apportionment sale and redemption in present  
 or after acquired property. In case of the refusal neglect or incom-  
 petency to act of said trustee or his absence from the State or his de-  
 cease, then said party of the third part or any holder of said note or  
 notes, or the legal representatives or agents of either can, at any time they  
 may desire appoint a trustee in the place of the said party of the  
 second part or any succeeding trustee whose acts done in the  
 premises shall be of the same validity as if done by the Trustee  
 hereinbefore named. It is made an express condition of this deed of  
 Trust that it shall not be released of record by any one but the  
 person or persons actually holds and owns the notes hereby secured  
 at the time such release is granted. And it is expressly agreed  
 and made part of this instrument that the payment may  
 be made of any proceeds of such insurance to party of the  
 first part, or his assigns, or an extension or extensions may be  
 made of the time of payment of any part or parts of the  
 notes hereby secured and any part of said estate may be re-  
 leased herefrom by party of the third part or assigns without  
 in anywise altering varying or diminishing the force effect  
 or lien of this instrument, and that this instrument shall

Continue as the first lien on all said land not so released until all sums with interest and charges hereby secured are fully paid notwithstanding any such insurance payment release extension or extensions. It is further made a condition of this Deed of Trust, that no trustee fees herein mentioned shall be paid until the whole sum due the holder of the notes hereby secured shall have been fully paid. This deed of Trust and the notes thereby secured shall be construed and enforced according to the laws of the State of Mississippi.

In witness whereof the said Fannie A. Britton has hereunto set her hand and seal this ninth day of March 1893

Witness at the request of the grantor: Fannie A. Britton (seal)  
 Wm. J. Baggett

State of Mississippi }  
 Sharkey County }

This day personally appeared before me the undersigned a duly commissioned qualified and acting Clerk of the Chancery Court within and for said County and State the within named Fannie A. Britton a woman to me personally known to be the grantor in the foregoing deed of trust and acknowledged that she signed executed & delivered the foregoing instrument on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this  
 ninth day of March 1893  
 W. J. Baggett  
 Clerk

(seal)

Perry August } Filed for Record 15<sup>th</sup> March 1893 at 10:00 P.M.  
 E. Boniat } Recorded Mch 15<sup>th</sup> 1893  
 To & Deed }  
 L. Forste } In consideration of One Hundred  
 Foot of Canton Mississippi receipt whereof is here by acknowledged  
 we hereby release and from quit claim unto the said L. Forst  
 all our right title and interest in the following described lands  
 lying and being situated in the County of Madison State of Miss-  
 issippi to wit: (67 acres in E 1/2 Sec 8 & 8 R 1 East and 20 acres off of  
 1/2 N 1/2 S W 1/4 and 33 acres off of South End of N 1/4 Sec 9 & 8 R 1 East)  
 and more particularly described as follows: Beginning at the bridge  
 across Persimmon Creek on Canton & Livingston Road; Thence  
 South West along the said road to the corner of Wm P. Demes Canton  
 Road field. Thence West along said road up to the corner of what  
 was formerly Mrs Hattie W. Tuckers place in the town of Living-  
 ston; Thence South along said Hattie W. Tuckers land to E. B. Demes  
 fence; Thence in a South Westly direction to the corner of said  
 E. B. Demes and Wm P. Demes dividing line. Thence North East  
 along said division line to corner of said E B Demes fence  
 Thence North East to Persimmon Creek. Thence North along said  
 Persimmon Creek to the beginning containing in all 120 acres  
 more or less with improvements to have and to hold to said Forst  
 and his heirs forever

Witness our signature this 20<sup>th</sup> Feb 1893

Perry August  
Eug Boniat

Syndic Estate of J. B. Falloude dec'd

State of Mississippi }  
Washington County }

Personally appeared before me J. A. Robt a Notary  
Public in and for the City of Greenville County & State of South Carolina Perry August  
who acknowledged that he signed and delivered the foregoing instrument  
on the day and year therein mentioned as his act and deed

Given under my hand and official seal this 27<sup>th</sup> day of Feb 1893

J. A. Robt  
Notary Public

State of Louisiana }  
Parish of Orleans }

Before the undersigned authority on this day  
personally came and appeared Eugene Boniat Syndic of



the estate of J. B. Fallande Insolvent who acknowledged that he signed and delivered the mittui and foreign instrument in his said capacity of syndic of the Estate of J. B. Fallande Insolvent who 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 of and for said Parish of Orleans at New Orleans La on this March 13<sup>th</sup> 1893

(Seal)

J. M. J. Ward  
Not. Pub

John B. Fallande  
vs  
His creditors

No 29164

Civil Dist Court

Division "A"

The petition of Eugene Sornat Syndic of the creditors herein with respects represents: That there is in this Estate some vacant land in the State of Mississippi belonging to the firm of August and Fallande in which the insolvent has a one half interest. That an opportunity is afforded of having a sale thereof made said land being thus described 67 acres in E 1/2 Sec 8 T 8 R 1 East + 26 acres off of N 1/2 N 1/2 E 1/4 + 32 acres off of South End of N 1/4 Sec 9 T 8 R 1 E Deed is to August & Fallande a firm composed of Perry August & John B. Fallande. That the price offered for said land is One hundred and Fifty Dollars (\$150.00) cash. That Perry August, the senior member of said firm of August & Fallande has addressed a communication marked "A" hereto annexed relative thereto and agrees to make the sale of said property provided proper authority be given your petitioner in the premises. That your petitioner believes it is to the best interests of the said insolvent Estate that the offer be accepted and he be authorized to give a quit claim deed or special warranty as against the acts and doings of said firm of August & Fallande and of John B. Fallande and the annexes hereto his reasons therefore marked "B".

Wherefore he prays that he be authorized to act in the premises in reference to said property herein before described, situated in Madison County State of Mississippi in accord with the Memorandum marked No 1 and No 2,



annexed hereto, and accept therefor a cash payment as therein set forth, and give as to the said insolvent estate, such quiet claim title as is proper and requisite in the premises

Signed W. S. Benedict - Atty.

Order

Let Petitioner be authorized to act as herein prayed for and according to law

New Orleans February 27<sup>th</sup> 1843

Signed V. H. Rightor, Judge

Civil District Court for the Parish of Orleans, Division D. acting in the absence of Hon. Thos. G. W. Ellis Judge of Division "A"

A True Copy

Jas. D. Rankin D. J. Clerk

(Seal)

Thos. G. W. Ellis Judge  
To of Decree  
to correct Error  
Eugene Soniat Sydic

Filed for Record at 10 o'clock P. M  
on the 15<sup>th</sup> day of Mch. A. D. 1843 and  
Recorded Mch. 16<sup>th</sup> 1843  
Jas. Priestley Chy Clerk

John B. Lallaud  
M.S.  
His Creditors

no 29164  
Civil District Court  
Division "A"

The petition of Eugene Soniat Sydic with respect represents

That through clerical error the interest of the insolvent herein in the lands in Mississippi ordered to be sold was described as being one-half thereof whereas the true interests are to Perry Nugent 74 and a fraction per cent, and to J. B. Lallaud the insolvent 25 and a fraction per cent

Therefore your petitioner prays that this may be amended and order to correct the previous order as to the interest of the insolvent in regard to the lands in Mississippi ordered to be sold, in order to enable the Sydic to make the sale and as ancillary to the previous order and for all other orders necessary in the premises

Signed W. S. Benedict

"Order"

Let the order granted on the 27<sup>th</sup> day of February 1843 in reference to the above subject matter be

executed as herein prayed for and according to Law  
signed

Thos. C. W. Ellis Judge  
New Orleans March 8<sup>th</sup> 1893

A True Copy  
Jas. D. Rankin. D.Y. Clerk

L. Frost

To & Deed

B. G. Roberts

Emile Ferry

Roberts and Emile Ferry

Filed for Record Mar 15<sup>th</sup> 1893 at 10:00 PM  
Recorded Mar 16<sup>th</sup> 1893

In consideration of \$100

Hundred dollars cash in hand paid me by B. G. Roberts and Emile Ferry, receipt of which is hereby acknowledged, I hereby release and forever quit claim unto the said B. G. Roberts and Emile Ferry all my right title and interest in the following described lands lying and being situated in the County of Madison State of Mississippi to wit: 67 acres in E 1/2 Sec 8 T 8 R 1 East and 20 acres off of N 1/2 N 1/2 S 1/4 and 33 acres off South End N 1/4 Sec 9 T 8 R 1 East and more particularly described as follows: - beginning at the bridge across Pensummon Creek on Canton Livingston Road thence South West along the said Road to the corner of Wm P. Demes Canton Rodd field thence West along said road up to the corner of what was formerly Mrs Hattie W. Tuckers place in the town of Livingston thence South along said Hattie W. Tuckers place to J. B. Demes fence thence in a South Westly direction to the corner of said J. B. Demes and Wm P. Demes dividing line thence North East along said division line to corner of said J. B. Demes fence thence North East to Pensummon Creek thence North along said Pensummon Creek to the beginning containing in all 120 acres more or less with improvements to have and to hold to said B. G. Roberts and Emile Ferry and their heirs forever  
L. Frost

State of Mississippi  
Madison County

Personally appeared before the undersigned  
Priestly Clerk of the Chancery Court of the said County the man  
named L. Frost who acknowledges that he signed and de-  
livered the foregoing deed on the day and year therein men-  
tioned as his act and deed

Given under my hand and seal at  
office this 15<sup>th</sup> day of March 1893  
J. Priestly Clerk

# Map

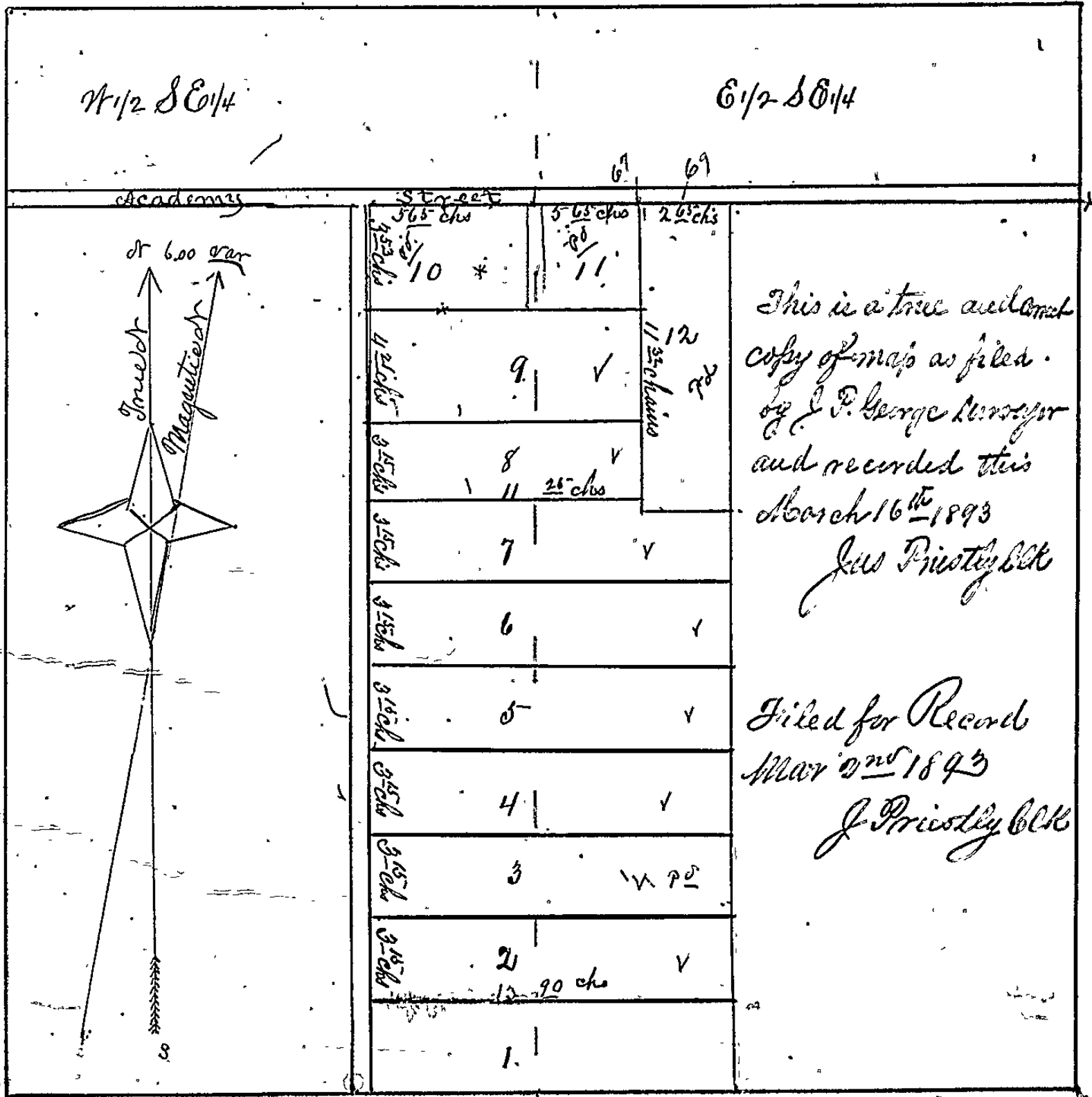
H. F. Adams' Additions to City of Canton

Surveyed by J. P. George Oct 1893

## Description

This plat of land lies in the SE 1/4 of Sec. 19, Town 9 R 3 E in Madison County Miss. Beginning at the South End of a Street running North & South and just East of the new Cemetery, at a point on the South Boundary of said Sec. 19, 6.00 chains West of the SE corner of the N 1/2 SE 1/4 of said Section 19 & running thence North along said St 125 yards to Academy St thence East along Academy St 306 1/2 yards, thence South 125 yards to the line & thence West on said line to the beginning estimated to be 13.91 Acres. This plat was now laid out into 12 lots & numbered from 1 to 12 beginning at the South. Lots 1-2-3-4-5-6 & 7 are each 13<sup>90</sup> chains East & West by 3<sup>15</sup> Ch's North & South and contain 4 3/8 acres more or less. Lot 8 is 11<sup>25</sup> Ch's East & West by 3<sup>15</sup> Ch's North & South & contains 3 5/8 acres. Lot 9 is 11<sup>25</sup> Ch's East & West by 4<sup>21</sup> Ch's North & South & contains 4 3/4 acres. Lot 10 is 5<sup>65</sup> Ch's East & West by 3<sup>53</sup> chains North & South and contains 2 acres. Lot 11 is 3<sup>65</sup> Ch's East & West by 3<sup>53</sup> chains North & South and contains 2 acres. Lot 12 is 2<sup>65</sup> Ch's East & West by 11<sup>32</sup> chains North & South and contains 3 acres.

Scale 5.00 chains to an inch



H. F. Adams Trustee } Filed for Record Mch 17<sup>th</sup> 1893 at 8:06 AM  
 To L. Deed } Recorded Mch 17<sup>th</sup> 1893

Julius Johnson

For and in consider-

ation of the sum of Two Hundred and sixty two dollars and fifty cents promised to be paid by Julius Johnson to the order of H. F. Adams Trustee for Henry Hambleu Daniel Hambleu Edwin P. Hambleu Mary Cornington Rosamond U. Alfred Louisiana McMurtry Susan Adams Sarah K. Evans Minerva Griffin and the heirs of Delitha Scott to wit John Scott Frankie Scott Nath Scott as evidenced by three promissory notes of this date executed by Julius Johnson to the order of Henry F. Adams Trustee one note due and payable on the 1<sup>st</sup> day of December 1893 for the sum of \$87<sup>50</sup> and one note due and payable on the 1<sup>st</sup> day of December 1894 and one note due and payable on the 1<sup>st</sup> day of December 1895 - each of said notes of 1894 + 1895 being for the sum of \$87<sup>50</sup> all of said notes bearing interest at 10 c/o per annum till paid from this date. Said notes representing the purchase money of Lot 4 in a Map of H. F. Adams addition to Canton made by the Survey of J. P. George February 1893 and recorded in Land Book B B B page 421 in the Chancery office of Madison County. I hereby bargain sell and convey to Julius Johnson his heirs and assigns the following land lying and being in the County of Madison and State of Mississippi and described as Lot 4 in Map of H. F. Adams addition to Canton made by the Survey of J. P. George February 1893 and recorded in Land Book B B B page 421 in the Chancery Clerk's office Madison County Mississippi.

Witness my hand and name on the 11<sup>th</sup> day  
 of March 1893

State of Mississippi  
 Madison County

H. F. Adams Trustee

Personally appeared before me E. H. Hart  
 a member of the Board of Supervisors of Madison County the within named  
 H. F. Adams Trustee who acknowledged he signed, sealed and  
 delivered the foregoing deed on the day and year therein named  
 as his act and deed.

Given this the 11<sup>th</sup> day of March 1893

E. H. Hart M B S

Other fees of -



H. F. Adams Trustee } Filed for Record Mar 17<sup>th</sup> 1893 at 8.00 AM  
 To & Reed } Recorded Mch 17<sup>th</sup> 1893  
 Louis A. Kiser }

Forward in consideration of the sum of Two Hundred & Sixty Two dollars and fifty cents promised to be paid by Louis A. Kiser to H. F. Adams Trustee or his order for the use of Henry Hamblen, Danl Hamblen, Edwin P. Hamblen, May Levington, Rosamond V. Alfred, Louisiana M<sup>c</sup> Murtray, Susana Adams Sarah H. Evans, Minerva Griffin and the heirs of Delitha Scott, to wit: John Scott, Sallie Scott, Winkie Scott & Mattie Scott as evidenced by four promissory notes of this date executed by Louis A. Kiser to the order of Henry F. Adams Trustee, one note due and payable on the 1<sup>st</sup> day of December 1893 for the sum of \$65 <sup>62 1/2</sup>/<sub>100</sub>. One note due and payable on the first day of December 1894 for the sum of \$65 <sup>62 1/2</sup>/<sub>100</sub>. One note due and payable on the 1<sup>st</sup> day of December 1895 for the sum of \$65 <sup>62 1/2</sup>/<sub>100</sub>. all of said notes bearing interest at 10% per annum till paid from this date and one due and payable on the first day of December 1896 for the sum of \$65 <sup>62 1/2</sup>/<sub>100</sub> bearing interest at 10 percent per annum till paid from this date. The said notes representing the purchase money of Lot 55 in a Map of H. F. Adams addition to Canton, made by the survey of J. P. George February 1893 and recorded in Land Book C 132 page 421 in the Chancery Clerk's office of Madison County Mississippi. Whereby bargain sell and convey to Louis A. Kiser his heirs and assigns the following land lying and being in the County of Madison and State of Mississippi and described as Lot 55 in a Map of H. F. Adams addition to Canton made by the survey of J. P. George February 1893 and recorded in Land Book C 132 page 421 in the Chancery Clerk's office Madison County Miss.

Witness my hand and name this the 11<sup>th</sup> day of March A.D. 1893  
 H. F. Adams Trustee

State of Mississippi }  
 Madison County }

Personally appeared before me E. H. Hart member of the Board of Supervisors of Madison County the within named H. F. Adams Trustee who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein named as his act and deed.

Given this the 11<sup>th</sup> day of March A.D. 1893  
 E. H. Hart M.P.S.

Ck's fees \$ —



J. M. Hamblen  
To & deed of Trust  
J. H. Evans Jr  
J. B. Caution

Filed for Record Mar 18<sup>th</sup> 1893 at 12 o'clock m  
Recorded Mar 18<sup>th</sup> 1893

State of Mississippi  
Madison County

To secure the payment of one promissory note for \$150<sup>00</sup> of this date due on or before the 23<sup>rd</sup> day of December 1893 to J. B. Caution or bearer I bargain sell and convey to J. H. Evans Jr his heirs and assigns the following land  $N\frac{1}{2} E\frac{1}{2} SW\frac{1}{4}$  sec 35 10 + R. 5 East in Madison County Mississippi. In trust notwithstanding & for the following purposes: That if I shall pay or cause to be paid the said note to J. B. Caution or bearer at maturity then this deed in trust shall be null and void otherwise to remain in full force and effect. If default is made or permitted in the payment of the said note at or before maturity then J. H. Evans Jr Trustee shall enter in, take possession of said land advertise sale of the same by posting a written notice of said sale at Camden for cash to the highest bidder & out of the proceeds of said sale first pay off the note a full said & the costs of this Trust deed and the surplus if any pay over to J. M. Hamblen his heirs or assigns.

It is agreed that if J. B. Caution shall desire to appoint another Trustee in the stead of J. H. Evans Jr he can do so and it shall be legal and valid. In Testimony I have this day December 23<sup>rd</sup> 1893 signed my name in the presence of these witnesses

J. M. Hamblen

Witness

J. B. Caution

State of Mississippi  
Madison County

Personally appeared before me J. P. Donahoe a Justice of the Peace of the County of Madison said State the within named J. M. Hamblen who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 10<sup>th</sup> day of March 1893

J. P. Donahoe

State for 15.00 pay ground in full  
J. B. Caution  
J. M. Hamblen

Louis A. Niser  
To  
J. St. Evans Jr  
So secure  
H. F. Adams Trustee

Filed for Record Mar 18<sup>th</sup> 1893 of 4050  
Recorded Mar 18<sup>th</sup> 1893.  
State of Mississippi  
Madison County

For the secure payment of four promissory notes of this date given by Louis A. Niser to the order of H. F. Adams Trustee one due & payable on or before the 1<sup>st</sup> day of December 1893 for the sum of sixty &  $\frac{62}{100}$  dollars ( $65\frac{62}{100}$ ), one due and payable on or before the 1<sup>st</sup> day of December 1894 for the sum of sixty five and  $\frac{62}{100}$  dollars, one due and payable on or before the 1<sup>st</sup> day of December 1895 and one due and payable on or before the 1<sup>st</sup> day of December 1896 for the sum of sixty five &  $\frac{62}{100}$  dollars each and every one of said notes bearing interest at the rate of Ten per cent per annum from this day till paid and said notes being for the purchase money of Lot No 5 in Map of H. F. Adams addition to Canton by J. P. George's survey recorded in Land Book (page 421) B1B3 in Chancery Clerk's office in Madison County Mississippi. And for the further part of One dollar in hand paid me by J. St. Evans Jr the receipt of which is hereby acknowledged I have this day bargained sold and conveyed to J. St. Evans Jr his heirs and assigns the following land lying and being situated in Madison County Mississippi and known as Lot No 5 in Map of H. F. Adams addition to Canton by J. P. George's survey recorded in Land Book B1B3 page 421 in Chancery Clerk's office in Madison County Mississippi. In trust nevertheless and for the following purpose. If the aforesaid notes are paid promptly at maturity, then this deed shall be null and void, otherwise to remain in full force and effect. If either of the notes aforesaid is not paid promptly at maturity then it is agreed that each and all the notes shall be deemed and held due and that said J. St. Evans Jr or his successor shall enter in and take possession of the aforesaid Lot No 5 and advertise the sale of said Lot No 5 and advertise the sale of said Lot by written notice posted on the South door way of the Court House in Canton for ten days before sale and on the day of sale sell said Lot No 5 to the highest bidder for cash in front of the South door of the Court House in Canton and out of the proceeds of said sale first pay off the costs of this deed, then pay off the note as aforesaid and the surplus if any pay over to the said Louis A. Niser his heirs and assigns. It is further agreed that if J. St. Evans Jr should be unable to act as Trustee or unwilling then said Adams or his assigns shall appoint in writing another whose acts

in the premises shall be as binding and legal as if done by J. H. Evans.

Witness my hand and name this the 18<sup>th</sup> day of March 1893  
Louis D. Kiser

State of Mississippi  
Madison County

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

Clerks helps of

Given under my hand and official seal at office this 18<sup>th</sup> March 1893

Jas Priestly Clerk

Mark Greer  
Lila Greer  
To & Deed  
Mary A Futz

Filed for Record Mar 18<sup>th</sup> 1893 at 4:06 PM  
Recorded Mar 18<sup>th</sup> 1893

In consideration of Ten Hundred and thirty five dollars to us paid by Mary A Futz we Mark Greer and Lila Greer his wife hereby convey and warrant to said Mary A Futz the following described house and lot in the city of Canton Madison County Miss to wit: Lot no 8 Eight in Couchs & Geargains addition to Canton as per plat of said addition on record in the Chancery Clarks of said County Book K Q page 434. Said lot being the same on which we now reside and the same lot as was conveyed to Mark Greer by deeds of A. H. Bilbo recorded in said Clerks office in Book 00 page 310 + Book Q Q page 636

Witness our hands this 25<sup>th</sup> day of Febry 1893

Mark Greer  
Lila Greer

State of Mississippi  
Madison County

Personally appeared before me J. F. Lemark a Justice of the Peace in and for said County the above named Mark Greer and Lila Greer his wife who acknowledged that they signed and delivered the foregoing deed on the day and year and for the purposes therein mentioned

Witness my hand and seal this 18<sup>th</sup> day of March 1893

Thos R Lemark J.P.

clerks helps of



Julius Johnson  
J. H. Adams Trust  
J. H. Adams Jr

Filed for record Mar 20<sup>th</sup> at 10:00 A.M. 1893  
Recorded Mar 20<sup>th</sup> 1893

State of Mississippi  
Madison County

Sister J. Adams Jr

For the secure pay-  
ment of three promissory notes of this date given by Julius Johnson to  
the order of J. H. Adams Trust, one due and payable on or before the 1st day of Decem-  
ber 1893 for the sum of Eighty seven & 50/100 dollars. One due and payable on or before the 1st  
day of December 1894 for the sum of Eighty seven & 50/100 dollars, and one due and payable  
on or before the 1st day of December 1895 for the sum of Eighty seven & 50/100 dollars  
each and any one of said notes bearing interest at the rate of ten per cent per  
annum from this day till paid and said notes being for the purchase money of Lot  
No 4 in Map of J. H. Adams addition to Canton by J. P. George's survey recorded in Land  
Book page "B B B" page 421 in Chancery Clerk's office in Madison County Missis-  
sippi and for the further sum of One dollar in hand paid me by J. H. Adams Jr. the receipt  
whereof is here by acknowledged. I have this day bargained sold and conveyed to  
J. H. Adams Jr his heirs and assigns the following lands lying and being situ-  
ated in Madison County Mississippi and known as Lot No 4 in Map of J. H. Adams  
addition to City of Canton by J. P. George's survey, recorded in Land Book "B B B"  
page 421 in Chancery Clerk's office in Madison County and also all the crops or products of  
said Lot No 4 that may be grown gathered or realized during the years of 1893, 1894 & 1895  
Interest notwithstanding and for the following purpose - If the aforesaid notes are paid at maturity  
then it is agreed that each and all the notes aforesaid shall be deemed and held  
due and that said J. H. Adams Jr or his successor shall enter in and take posses-  
sion of the aforesaid Lot No 4 and advertise the sale of said Lot by written notice pub-  
lished on the South door way of the Court House in Canton for ten days before sale and  
on the day of sale sell said Lot No 4 to the highest bidder for Cash in front of the  
South door of the Court House in Canton and out of the proceeds of the said sale, first  
pay off the costs of this deed, then pay off the notes aforesaid and the surplus  
if any pay over to the said Julius Johnson his heirs and assigns. It is further agreed  
that that if J. H. Adams Jr should be unable to act as Trustee or unwilling then  
said Adams or his assigns shall appoint in writing another whose acts in  
the premises shall be as legal and binding as if done by J. H. Adams Jr. Witness my  
hand and name this the 20th day of March 1893

State of Mississippi  
Madison County

Julius Johnson

Personally appeared before the undersigned Clerk of the Chancery Court  
of the said County the within named Julius Johnson 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 official seal at office this the 20th day of March 1893  
Jas. P. O'Leary Clerk

E. F. Gaddis ( Filed for Record Mch 23<sup>rd</sup> A. D. 1843 at 8 o'clock  
 To of Deed ( A. M. Recorded Mch 23<sup>rd</sup> 1843  
 Jas. Shepard ) Jas. Priestly, clerk

"State of Mississippi Madison County"  
 In Consideration of Eighty two + 50,00 Dollars I convey to  
 James Shepard the lands on which his Stone House building  
 is now situated said lot having a front East of twenty five  
 feet + running west from D. C. Rail Road through lot number  
 twenty two in Jones addition to town of Flora  
 witness my signature this 20<sup>th</sup> day of March 1843  
 E. F. Gaddis

State of Mississippi ( Madison County ) Personally appeared before me S. J. Crisler  
 Mayor & ex officio J.P. of the County of Madison said State the within  
 named E. F. Gaddis, who acknowledge that he signed and  
 delivered the foregoing instrument on the day and year therein  
 mentioned. Given under my hand this 22<sup>nd</sup> day of March A. D. 1843  
 S. J. Crisler Mayor & ex officio J.P.

W. H. Powell Trustee ( Filed for Record Mch 24<sup>th</sup> 1893 at 2 o'clock P.M.  
 To of Notice ( Recorded Mch 24<sup>th</sup> 1893  
 Sale of Lands ) By virtue of the pow-  
 ers vested in me by the terms of that deed of trust executed by W.  
 T. Luckett on December 8<sup>th</sup> 1890 recorded in Chancery books of  
 Madison Co. Miss. Book B B page 45 & to enforce said  
 trust, the indebtedness secured thereby being just due and un-  
 paid I, W. H. Powell Trustee named therein will on Monday the  
 20<sup>th</sup> day of February A. D. 1893 before the South door of the Court House in Law-  
 ton Miss. between the hours of 11 am & 3 P.M. o'clock sell for cash at public  
 outcry to the highest bidder the following described lands lying being and  
 situated in Madison County State of Mississippi to wit: Lots 3 + 4 C B L  
 less 20 acres off North End of each and Lots 5 + 6 C B L less and  
 Except all of said Lots 5 & 6 lying South of the old Statchy Trace  
 Road sold by W. T. Luckett to P. J. Whaland by deed in Book W W  
 page 175 all in sec 17 Town 10 Range 5 East.

Witness my hand and seal this the 7<sup>th</sup> day of Feb 1893  
 W. H. Powell seal  
 Trustee

Cited at South door  
 of Court House

Feb 7<sup>th</sup> 1893  
 W. H. Powell  
 Trustee



W. J. Luckett by  
W. H. Powell Trustee  
To T Warranty Deed  
Marcella A. Luckett

Filed for Record March 24<sup>th</sup> 1893 at 2:05 PM  
Recorded March 24<sup>th</sup> 1893

Whereas W. J. Luckett

on December 9<sup>th</sup> 1890 executed to me a note  
a deed of trust recorded in Book B 2<sup>d</sup> page 450 in the Chancery Clerk's office  
Madison County Mississippi whereby he conveyed the land hereinafter descri-  
bed for the purposes therein expressed: and whereas he failed to pay the debt  
thereby secured as it matured as evidenced by the last two notes mentioned therein:  
the first mentioned note therein having been paid at maturity and the two  
last mentioned notes having been unpaid: the holder thereof declared the  
whole unpaid debt due and payable and directed me to sell the land  
hereinafter described: and whereas I did on February 7<sup>th</sup> 1893 write out  
a notice & on said day post the same before the South door of the Court  
House of the Court House in Canton Miss which was a prominent public  
place therein stating that I would at said place on Monday the 20<sup>th</sup> day of  
February 1893 sell for cash at public auction to the highest bidder the land here-  
inafter described which notice is marked Exhibit A and made part hereof  
and whereas on said 20<sup>th</sup> day of February 1893 I did offer said lands as  
directed by the terms of said trust & in pursuance of said notice when Mar-  
cella A. Luckett appeared and bid therefor the sum of Two Hundred and Six-  
ty five dollars cash which was the highest and best bid therefor the  
land hereinafter described was knocked off & she declared to be the purchaser  
and whereas she has paid me said sum & I have paid it to the holder of  
said two notes which are satisfied & paid by this sale: and whereas  
I have fully complied with all of the terms and conditions of said deed of  
trust and notice of sale precedent and subsequent to said sale: and therefore  
in consideration of the premises & one dollar each in hand paid me by said  
Luckett I, W. H. Powell Trustee do hereby convey and warrant unto the said  
Marcella A. Luckett forever all of the right title and interest of the said  
W. J. Luckett in & to the following described lands lying being & situated in Mad-  
ison County & State of Mississippi to wit: Lots 3 & 4 E B L less 20 acres off  
the North end of each and Lots 5 & 6 E B L less and excepting all of said Lots 5 & 6  
lying South of the old Natchez Trace road sold by W. J. Luckett to F. J. Whelan by deed  
recorded in Book W W page 175 in said Chancery Clerk's office all of said lands are in Section  
17 T 10 R 5 East

Witness my hand & seal this 20<sup>th</sup> day of Feb 1893

W. H. Powell Trustee

State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk

of the Chancery Court of the said County the within named W. H. Powell 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 24<sup>th</sup> day of March A. D. 1893

Jas Priestly Clerk

W. B. + Kate Stinson

To: L. Deed of Trust

Robt Powell Trust

Trustees T. G. R. 1<sup>st</sup> W.

Filed for record 29<sup>th</sup> March at 12 o'clock 93

Recorded March 29<sup>th</sup> 1893

This Indenture

made the 1<sup>st</sup> day of April A. D. 1893 by and between W. B. Stinson + his wife Kate a Stinson of the County of Madison State of Mississippi of the first part Robt Powell of said County of the second part and J. A. Batley President of the Board of Supervisors for said County + his successors in office of the third part. Witnesseth: That said parties of the first part for and in consideration of the sum of Three Hundred and thirteen  $\frac{100}{100}$  dollars belonging to T. G. R. 1<sup>st</sup> W. this day loaned by said party of the third part to them the said parties of the first part and which indebtedness is secured by the promissory note of said parties of the first part to said party of the third part for said sum bearing even date with these presents + also bearing interest at the rate of ten per centum per annum from date of the same until paid, hath granted bargained sold + conveyed + by these presents doth bargain sell and convey to said party of the second part the following land lying in Madison County State of Mississippi to wit: commencing at the South West corner of Sec 16 T 9 R 3 East - Thence North 27 chains - Thence 48<sup>o</sup> East 13 chains + 38 links to Centre of the Leaton + Sharron Road - Thence North 44<sup>o</sup> degrees East along said road 37 chains + 61 links - Thence South 46<sup>o</sup> - 15' East 43 chains + 20 links - Thence South 47<sup>o</sup> West 22 chains to the South boundary line of said Section 16 - Thence West 51 chains + 36 links to the point of beginning containing 170 acres together with all the improvements and fixtures thereto belonging To have and to hold said land + improvements unto the said party of the second part, his heirs + assigns for ever. Nevertheless this conveyance is made upon the trust and condition following to wit: if said parties of the first part shall well and truly pay said party of the third part or his successors in office

the said sum of money & interest according to the terms & effect of said note then this covenant shall be void but if said parties of the first part shall fail to pay said note or any part thereof according to the terms & effect thereof in that case it shall be the duty of the said party of the second part to repair to sale and to sell to the highest bidder for cash before the Court House door of said County the said land or so much thereof as may be necessary to satisfy said note & interest and all expenses incident to this Trust but no sale of said land shall be made by said Trustee, the party of the second part until after due notice of the time place and terms of said sale by advertisement in some newspaper published in Canton in said County for at least three weeks prior to sale & the said parties of the first part covenants & agrees that in case of the death absence or failure or refusal of said party of second part to execute the Trust hereby created, the Sheriff of said County for the time being shall have all the right & powers here by conferred upon the party of the second part and upon a sale of said lands or any part thereof the persons making such sale shall convey the same to the purchaser by good and sufficient deed.

Witness the hand of said parties of the first part this the day and year herein before written

Kate A. Stinson

W. B. Stinson

State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named W. B. Stinson & Kate A. Stinson his wife who acknowledge that they signed and delivered the foregoing deed on the day and year therein mentioned as therein recited  
Given under my hand and official seal of office this 29<sup>th</sup> day of March A.D. 1893

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

cks. lchgs \$150

Sallie McKie } Filed for record. March 29<sup>th</sup> 1893 at 3:00 P.M.  
 To & War. Deed. } Recorded March 29<sup>th</sup> 1893  
 Tabitha A. Cassell }  
 In consideration of  
 the sum of Five Hundred Dollars cash in hand paid me by  
 Tabitha A. Cassell the receipt of which is hereby acknow-  
 -edged I, Sallie McKie, do hereby convey and warrant unto  
 the said Tabitha A. Cassell forever the following described  
 lot of ground lying being & situated in Madison  
 County State of Mississippi to wit: Beginning on the  
 North side of Peace Street at the South East corner of the present  
 residence, lot of A. St. Parker and running thence North  
 along the Eastern margin of his lot 340 feet to the South  
 West corner of the Pattence Safford lot and thence East  
 70 feet to her South East corner and thence North 60 feet  
 to her North East corner on Centre Street and thence East  
 along the Southern margin of Centre Street 30 feet and thence  
 South 400 feet to Peace Street and thence West along the  
 Northern margin of Peace Street 100 feet to the point of  
 beginning

Witness my hand and seal this 25<sup>th</sup> day of March  
 A.D. 1893

Sallie McKie

State of Mississippi }  
 County of Cozno }

Personally appeared before me John L.  
 Henderson Notary Public in and for said County and  
 State the within named Sallie McKie who acknowledged  
 that she signed and delivered the foregoing deed on  
 the day and year therein mentioned

Given under my hand and seal of office this 27<sup>th</sup> day of March 1893

(seal)

John L. Henderson

Notary Public



Mary A. Lutz | Filed for Record at 10 o'clock A. M. on the 30<sup>th</sup> day of  
 To J. Bond for Title | March a. D. 1843 & Recorded March 30<sup>th</sup> 1843  
 Lela Greer } Jas. Pritchley clerk

This Bond for title Cancelled this 15<sup>th</sup> Feb 1891 by Martin Stang Attorney at Law for Mark & Lela Greer as witnesses

This agreement made this 25<sup>th</sup> day of Feb'y 1843 between Mark Greer & Lela Greer his wife on the one part & Mary A. Lutz on the other part witnesseth that the said Mary A. Lutz hereby leases to said Mark & Lela Greer for the term of Thirty seven months from March 1<sup>st</sup> 1843 that certain house & lot in Canton described as lot No 24<sup>th</sup> (8) in Leach & Georgians addition to Canton. said house & lot being the same on which the said Mark & Lela now reside said Mark & Lela are to keep the house in repairs at their own expense during said 37 months & pay all County & City Taxes on same during said term & are to pay Ten Dollars (\$10<sup>00</sup>) cash as rent on the last day of each and every month during said term of 37 months. at the expiration of said term of 37 months if said Mark & Lela shall have paid said monthly rent of \$10<sup>00</sup> & shall have paid all Taxes & insurance premiums and for all repairs & improvements put upon said property, the said Mary A. Lutz covenants & agrees with the said Mark & Lela that she will execute to said Lela Greer a quit claim deed of said property. a failure on the part of said Mark & Lela to promptly pay said rents, insurance, taxes & repairs, shall work a forfeiture of all their claims, rights or interest in said property & shall subject them to summary Ejectments therefor  
 Witness my hand this 25<sup>th</sup> day of February 1843  
 Mary Amelia Lutz

State of Mississippi  
 Madison County

Personally appeared before J. F. Leonard Justice of the Peace in & for said County the above named Mary A. Lutz, who acknowledged that she signed and delivered the foregoing on the day & year & for the purposes therein mentioned as her act & deed.  
 This 29<sup>th</sup> day of March 1843.

Thos. F. Leonard J. P.

✓ Annis E. Withus & J. M. Black } Filed for Record March 1<sup>st</sup> 1893 at  
 To L. Partition Decree } 120 c m and Recorded March 1<sup>st</sup> 1893  
 M. E. Wiles, A. B. Wiles }  
 and J. M. Wiles } John P. Withus et al  
 vs  
 S. C. Crawford et al.

This cause

coming on to be heard on the report of the commissioners of  
 the partition of lands made by them under the final decree  
 herein and it appearing therefrom that they have allotted  
 the following lands to the several partitioners as follows to wit:

1<sup>st</sup> To M. E. Wiles: The  $\frac{1}{2}$  S.  $\frac{1}{4}$  Sec 3. &  $\frac{1}{2}$  of Lot 8 section  
 4 Township 8 Range 2 West containing one hundred and twenty  
 acres

2<sup>nd</sup> To A. B. Wiles: The  $\frac{1}{2}$  of Lot 7 &  $\frac{1}{2}$  of Lot 8 sec 4 Town-  
 ship 8 Range 2 West containing one hundred and sixty acres

3<sup>rd</sup> To J. M. Wiles: Thirty acres in South End Lot 6 of section  
 4 & the  $\frac{1}{2}$  N.  $\frac{1}{4}$  & N.  $\frac{1}{4}$  N.  $\frac{1}{4}$  of section 9 all in Town 8 Range  
 2 West containing one hundred and fifty acres.

4<sup>th</sup> To J. M. Black & Annis Withus: The North half of Lot  
 2 and all Lot 3 and the North half of Lot 4 - 50 acres off  
 the North End of Lot 6 all in sec 4 of Township 8 R. 2 West &  
 Lot 6 sec 33 Town. 9 Range 2 West containing in all two  
 hundred and fifty acres: and it further appearing that  
 the said commissioners have in all things complied  
 with the law and the said partition has been regularly  
 legally and fairly made and reported. It is therefore by the  
 Court ordered adjudged and decreed that said report be  
 and the same is now hereby approved ratified and confirm-  
 ed and the title of each tract of land so set off, is hereby  
 vested in the party or parties to whom the same is allotted.

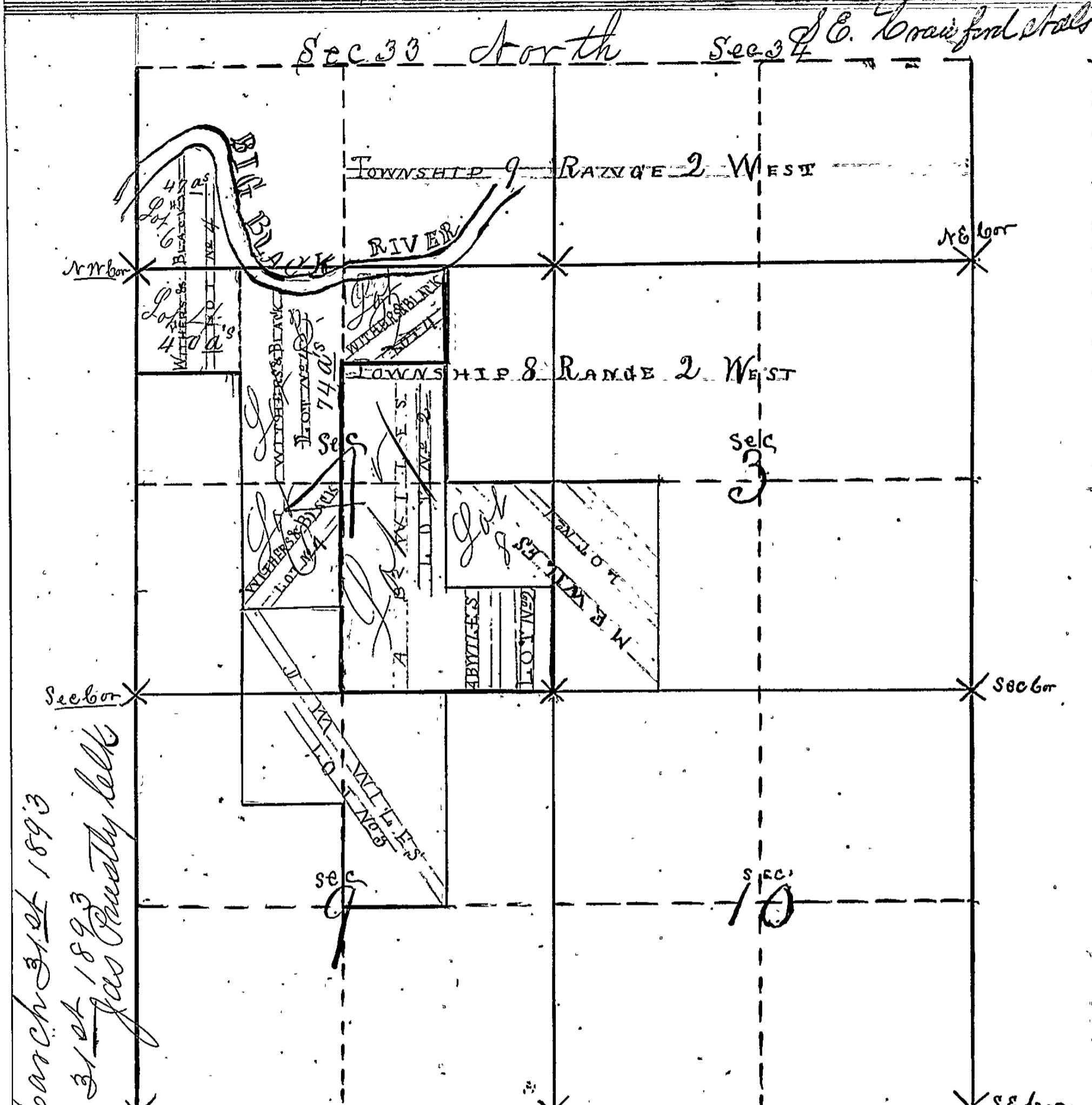
It is further ordered that the costs of this case and of  
 this partition be taxed and that one half thereof be paid  
 by and be made a lien on the lands allotted to J. M. Black  
 and Annis Withus and that one sixth thereof be paid by  
 each of the other partitioners: M. E. Wiles, J. M. Wiles &  
 A. B. Wiles and be made a lien on their several allot-  
 ments herein and that special writs of execution to enforce the same  
 may issue to enforce the same shares of the costs on the same allotments

Ordered adjudged and decreed this the first day of March 1893  
 H. C. Brown Chancellor

No 2211

John P. Withers et al  
vs Decell

J. C. Crawford et al



Filed for record March 31st 1893  
 & Recorded March 31st 1893  
 Jas. Prouty clerk

To M. E. Wiles Lot No 1  
 W 1/2 S W 1/4 sec 3 T 8 R 2 W.  
 N 1/2 Lot No 8 sec 4 " " "  
 containing 120 acres  
 To A. B. Wiles Lot No 2  
 S 1/2 Lot 2 sec 4 T 8 R 2 W.  
 Lot 7 + S 1/2 Lot No 8 sec 4 T 8 R 2 W  
 containing 160 acres.

To J. M. Wiles  
 30 @ South End Lot 6  
 in sec 4 T 8 R 2 W +  
 W 1/2 E 1/4 + N 1/2 E 1/4 T 9 R 2 W  
 containing 150 acres  
 To Withers & Black  
 S 1/2 Lot 2 + Lot 3 sec 4 T 8 R 2 W  
 N 1/2 Lot 4 + 50 @ off of End of Lot 6 sec 4 T 8 R 2 W  
 and Lot sec 33 T 9 R 2 W  
 containing 250 acres

I hereby certify that I have made  
 the above survey according to the instruction of the Commission  
 appointed by the Hon. Chancery Court of Madison Co. Mo.  
 & herewith submit this my report of said survey  
 R. H. Bell Surveyor

Annie D. Smith } Filed for Record at 5 o'clock P.M. March 31<sup>st</sup>  
 To Primmity Deed } A.D. 1843 & Recorded Mch 31<sup>st</sup> 1843  
 Florence A. Thompson } James Pootley Clerk,

In consideration of the sum of one thousand  
 dollars cash in hand paid me by Florence A. Thompson the  
 receipt of which is hereby acknowledged I Annie D. Smith do  
 hereby convey and warrant unto the said Florence A. Thompson forever  
 my undivided one half interest in the following described real  
 estate situated in the City of Canton County of Madison & State  
 of Mississippi to wit: The  $N\frac{1}{2}$   $S\frac{1}{2}$  of Lot 4 in square 4 as  
 laid out according to the original plan of the Town of Canton,  
 a map of which is now in the Chancery Clerk's office for  
 said County, less & excepting five feet off the South side of said  
 $N\frac{1}{2}$  of  $S\frac{1}{2}$  of said Lot 4

The Lot hereby conveyed fronts on Union Street 20 feet & runs  
 back west 200 feet. The said Thompson shall pay the Taxes  
 that may be assessed against said property for the year 1843  
 witness my hand & seal this 31<sup>st</sup> day of March 1843

A. D. Smith (Seal)

State of Mississippi  
 Madison County } Personally appeared before the undersigned  
 M. Allen, Clerk of the Circuit Court of the said County,  
 the within named A. D. Smith, who acknowledges  
 that she signed, sealed and delivered the foregoing Deed  
 on the day and year therein mentioned, as her act & deed  
 given under my hand and official seal, at office, this 31<sup>st</sup>  
 day of March A.D. 1843 M. Allen Circuit Clerk

Mr. J. Mohorn } Filed for record April 1<sup>st</sup> 1843 at 4:06 P.M.  
 To Deed } Recorded April 1<sup>st</sup> 1843

Junius Mohorn } In consideration  
 of the sum of Two Hundred and Fifty <sup>dollars</sup> \$250.00  
 of Madison County do hereby convey and warrant to Junius  
 Mohorn his heirs and assigns the following part or  
 parcel of land lying in Madison County Missis-  
 sippi to wit: all my right & interest in the lands be-  
 longing to my father James C. Mohorn and partic-  
 -ularly set forth and described in a certain case in  
 the Chancery Court of Madison County aforesaid num-  
 -bered 1771 in which James A. Mohorn & al are con-



plaintiffs + Ellen Mhoon + others are defendants, also all my interest in certain other lands in said County set apart to my mother Mary A. Mhoon as her interest or her dower in the lands of which James C. Mhoon her husband died seized.

Witness my signature this 1st April A.D. 1893  
W. J. Mhoon

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court the within named W. J. Mhoon who he acknowledges that he signed and delivered the foregoing Deed on the day and year therein named as his act and deed.

Given under my hand + official seal at office this 1st day of April A.D. 1893.

Jas Priestly Clerk

Wells chgs. 4/-

Ellen Mhoon } Filed for Record April 1st 1893 at 4 o'c P.M.  
To & Deed, } Recorded April 1st 1893

Junius Mhoon } For and in consideration of Two Hundred and fifty dollars paid to me by Junius Mhoon I do hereby sell and convey to him the following parcel of land in Madison County Mississippi to wit: Thirteen & one third acres of land in N 1/2 E 1/2 S 1/4 Sec 9 - also all my interest in the gin house lot containing ten acres described as N 1/2 E 1/2 S 1/4 S 1/4 of Sec 9 - also all my interest in the lands of my father James C. Mhoon assigned to my mother Mary A. Mhoon during her lifetime as her dower in the lands of James C. Mhoon her husband which, dower lands are particularly described in a suit No 1771 in Chancery Court of said County wherein James A. Mhoon et al are complainants and myself and others are defendants. Witness my signature this 1st day of April 1893  
Ellen Mhoon

State of Mississippi } Personally appeared before the undersigned Madison County } Chancery Clerk of the said County the within named Ellen Mhoon who he acknowledges that she signed and delivered the foregoing Deed on the day & year therein mentioned as her act and deed  
Given under my hand and official seal at office this 1st day of April A.D. 1893  
Jas Priestly Clerk

Valued in full March 23<sup>rd</sup> 1896 - by sale of lands in Cause 2746 -  
Commissioner

Julius Mhoon & Mary A. Mhoon } Filed for Record at 6 o'clock P.M.  
 Co. & Deed of Trust } April 1<sup>st</sup> 1843 & Record  
 W. J. Mosby Trustee }  
 J. J. Gilman } April 3<sup>rd</sup> 1843 James Priestly clerk


This Deed in trust made this first day of April A. D. 1843 by: Julius Mhoon & Mary A. Mhoon of the first part - William J. Mosby Trustee as herein after mentioned of the second part - and Joseph J. Gilman of the third part - witnesses: Whereas on the date of these presents, the said Julius & Mary A. Mhoon, did Execute and deliver to the said party of the third part - their promissory note for the payment to said party of the third part of the sum of Twelve hundred dollars, twelve months after the date of said note with interest thereon after the maturity of said note at the rate of Ten per cent per annum, if not paid at maturity, and whereas said parties of the first part are desirous of securing the payment of said note according to its tenor & effect - Now therefore said parties of the first part do by these presents sell and convey to said party of the second part his successor as herein after provided for, the following described tract or parcel of land, lying & being in Madison County Mississippi to wit: N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Section 16. S<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> Sec 9 N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Section 17. S<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> & N<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> Section 8 - all in Township 8 - R. 3 East - to have & to hold the same to said party of the second part his successor & assigns forever. But this conveyance is made upon the trust and condition that if said parties of the first part shall pay said note & all interest that may have accrued thereon if any interest shall accrue, then the conveyance hereby made to said party of the second part, shall be void & of no effect - but if said parties of the first part shall fail to pay the same, the said party of the second part his assigns, shall proceed to sell the said tract or parcel of land upon request of said party of the third part or the legal holder of said note, at that time, and to pay out of the proceeds of such sale, whatever may be due on said note at the time of such sale, & all costs incident to such sale & the conveyance of the land to the purchaser, and the balance of the proceeds of such sale he shall pay to said Julius Mhoon or his legal representative and it is further covenanted and agreed between the parties hereto that if any sale of said land is made, it shall be at the Court door of the Court house of said County of Madison, at public auction, to the highest bidder for cash, and that advertisement of

such sale shall be made for not less than twenty days prior to the time thereof; giving notice of the time place & terms of sale, and that the notice or advertisement be posted for not less than the time above said, at the South door of said Court House and also at the post office in Canton above said, and that the sale shall be between the hours of 10 O'clock A. M. & four O'clock P. M. of the sale day. It is also covenanted & agreed that in case of failure by said party of the record first to execute this trust, all the powers, rights & duties required of him, shall & may be performed by such person as the holder of said note shall appoint to do so

Witness our hands

Mary A. M'hoon  
 James M'hoon

State of Mississippi  
 Madison County } Personally appeared before the undersigned, Clerk  
 of the Chancery Court of the said County, the within named  
 James & Mary A. M'hoon, who acknowledge that they signed and  
 delivered the foregoing Deed on the day and Year therein men-  
 tioned, as their act and deed.

Given under my hand and official seal, at Office, this 1<sup>st</sup> day of  
 April A. D. 1873  James Priestley Clerk

J. L. G. Moore } Filed for Record at 4 o'clock P. M. April 3<sup>rd</sup>  
 Co. & Deed } A. D. 1873 & Recorded April 4<sup>th</sup> 1873  
 W. F. Cassell } James Priestley Clerk

"State of Mississippi Madison County"

In consideration of the sum of one hundred & seventy five dollars to me in hand paid receipt whereof I hereby acknowledge I convey & warrant to W. F. Cassell, the following lot or parcel of land lying East of & near the city of Canton in Madison County & State of Mississippi described as that certain lot lying just East of the Brick Male Academy near said city fronting 100ft on Peace Street & running back Eight Hundred feet more or less to Academy Street and also that certain lot fronting Two hundred feet on Academy Street & running back North Four hundred feet. Said lot lying East of & adjoining the S<sup>1</sup>/<sub>2</sub> of a lot heretofore sold by W. F. Cassell to Mrs. W. M. Hill these lots being the same as conveyed to me by A. S. Foote Trustee & recorded in Chancery Clerk's office in Book of Records "L L" page 346. Witness my signature

on this 25<sup>th</sup> day of March A. D. 1843

J. L. F. Moore

State of Mississippi  
Madison County

Personally appeared before the undersigned Justice of the Peace of the County aforesaid J. L. F. Moore, who acknowledges that he signed and delivered the foregoing Deed as his own act and deed on the day and Year therein named, witness my hand this 25<sup>th</sup> day March 1843

Saml. Milton J.P.

✓

M. C. Harris  
Do of Deed of Trustee  
F. B. Pratt Trustee  
to secure M. A. Hulme

Filed for Record at 3 o'clock P. M.  
April 3<sup>rd</sup> A. D. 1843 & Recorded  
April 4<sup>th</sup> 1843 James Prustley clerk

Interests of M. C. Harris  
M. A. Hulme Dec 30 1843. See book CCC/104

Whereas the undersigned M. C. Harris is indebted to M. A. Hulme, in the sum of Five Thousand four hundred dollars, evidenced by the nine (9) promissory notes of said Harris, for the sum of Six hundred dollars each, due on the 1<sup>st</sup> day of Jan'y 1843 & of each year thereafter to 1901 inclusive. Said notes being for the purchase money of land hereinafter described & secured by an Express Vendor's Lien on said land, as more fully appears from a deed of conveyance executed by M. A. & J. G. Hulme under date of Dec. 29. 1840 & recorded in the Chancery Clerk's office of Madison County Miss. Book 27 page 451. And whereas an agreement has this day been entered into between the undersigned & said M. A. Hulme by which the time of payment of each of said promissory notes shall be extended beyond the time stipulated upon the face of said notes, that is to say, that each of said notes shall fall due on the 15<sup>th</sup> day of November of each year instead of the 1<sup>st</sup> day of January of such year, as stipulated in the face of said notes

Now therefore in consideration of the premises, & for the purpose of securing to said M. A. Hulme better facilities & a more summary remedy for collecting said notes & for enforcing said Vendor's Lien in case of default of payment at maturity. & The said M. C. Harris do hereby convey & warrant to F. B. Pratt trustee, the



following described lands in Madison County Mississippi to wit: (NE<sup>1</sup>/<sub>4</sub> less 22 acres off North End of West <sup>1</sup>/<sub>2</sub> of same, and 22 acres off South End E<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub>; and E<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> and S. E. <sup>1</sup>/<sub>4</sub> Section 31, and N<sup>1</sup>/<sub>2</sub> N E<sup>1</sup>/<sub>4</sub> + W<sup>1</sup>/<sub>2</sub> Section 32. all in Township 8. Range 1 west - also E<sup>1</sup>/<sub>2</sub> S E<sup>1</sup>/<sub>4</sub> Section 36 + 49 acres in E<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> Sec. 36 East of Bouge. Chitto Township 8 Range 2. west)

To have & to hold to him the said Pratt his successors & assigns upon the trusts herein expressed. If any one of said notes shall not be paid when due. Then all of the notes then unpaid shall at the option of said M. A. Hulme. at once become due & payable and said Pratt, or his successor shall sell said lands, or so much thereof as may be necessary, at public outcry to the highest bidder for cash and out of the proceeds of such sale pay the expenses of executing the provisions of this deed & such of said indebtedness, as shall then be unpaid & the residue if any pay to me. Said trustee shall execute to the purchaser at said sale proper deeds of conveyance. Such sale shall be advertised by written notice posted at the south door of the Court house at Canton in said County, & the sale shall be made at said Court house door after 15 days notice of said sale.

I hereby covenant to keep the Taxes on said land paid & upon failure to pay same on or before the date of sale of lands, for delinquent taxes, said M. A. Hulme may pay the same & the same so paid shall be secured by this deed. and upon failure on my part to pay said taxes all of said notes shall at the option of said M. A. Hulme become at once due & payable.

All of said notes shall bear interest at the rate of six (6) per cent per annum from the date they are to become due under this agreement, that is to say each of said notes shall bear interest after one year from the date on which they fall due upon their face.

Said M. A. Hulme or her assigns may in writing appoint some other person to act in place of said Pratt as trustee, whenever she may deem it necessary or expedient so to do & such appointee shall become

vested with all the powers herein conferred upon said Poatl

Witness my hand this 3<sup>rd</sup> day of April 1843  
The words nine (9) on 1<sup>st</sup> page & for enforcing said vendors  
line on 2<sup>nd</sup> page & at the option of said M. A. Keatme  
on 3<sup>rd</sup> page were interlined before signing  
W. E. Harris

State of Mississippi  
Madison County Personally appeared before the un-  
signed Clerk of the Chancery Court of the said County, the  
within named W. E. Harris, 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 3<sup>rd</sup> day of  
April A. D. 1843 (Seal) James Priestly Clerk

John Waudy & W. M. Waudy (Filed for Record this 4<sup>th</sup> day of April A. D.  
To & Deed of Trust. 1843 at 2 o'clock P. M. and Recorded  
Atlanta National Building & Loan Association April 5<sup>th</sup> 1843 James Priestly Clerk

"State of Mississippi County of Madison"  
Know all men by these presents That I, John Waudy and wife  
Hannah M. Waudy of the State and County aforesaid deed granting  
Whereas, I the said John Waudy and Hannah M. Waudy  
in and by my certain bond or obligation, bearing date the  
day of March A. D. 1843, stand firmly held and bound  
unto The Atlanta National Building & Loan Association, a  
corporation under the laws of the state of Georgia, in the  
penal sum of Fourteen Hundred Dollars, conditioned for  
the payment of the monthly sum of Sixteen <sup>45</sup>/<sub>100</sub> (\$16<sup>45</sup>/<sub>100</sub>)  
Dollars, on the first Saturday of each and every month suc-  
ceeding the date thereof, so long as said Association shall  
exist, or as may be provided in its By Laws, Rules and  
Regulations, and upon the maturity of my shares of Stock  
therein, as shown on the books of said Association,  
shall transfer absolutely and surrender seven of said twenty  
one shares of Stock to said Association, all as is set  
forth in said bond

Now Know all men, That I the said John Waudy and

By virtue of Power given to me by Mortgage, recorded in this and  
44 books recorded in Book 3 of A page 438. I hereby release and enter satisfaction of  
this mortgage, this 4<sup>th</sup> day Jan 1879

and Hannah M. Handy in consideration of the bond aforesaid, and for the better securing the payment and performance thereof to the said The Atlanta National Building and Loan Association, according to the condition of said bond; and also in consideration of the sum of \$500 to me, the said John Handy and Hannah M. Handy in hand, well and truly paid by the said The Atlanta National Building and Loan Association at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, I, the said John Handy and Hannah M. Handy have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said, The Atlanta National Building and Loan Association All that tract or parcel of land situated in the County of Madison and State of Mississippi and being (The East-half of the South-East Quarter of Section Seventeen (17) plus two (2) acres lying west of the Canton and Sharon Road off of the South End of said Section) and twenty acres off of the North End of the East-half of the North-East-Quarter of Section Twenty (20) - all in Township Nine (9) Range Three (3) East - and containing one hundred (100) acres, more or less

Together, with all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging, or in any wise incident or appertaining Do Give and to Hold all and singular, the said premises unto the said The Atlanta National Building and Loan Association, its Successors and assigns forever And I, the said John Handy and Hannah M. Handy do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises, unto the said The Atlanta National Building and Loan Association its Successors and assigns, from and against myself, my heirs, executors, administrators and assigns, and against every person whomsoever, Lawfully claiming or to claim the same, or any part thereof.

Provided, Always, Nevertheless, and it is the true intent and meaning of the parties to these presents, that if I, the said John Handy and Hannah M. Handy do and shall well and truly pay, or cause to be paid, unto the

Said The Atlanta National Building and Loan Association, its certain Attorneys, successors or assigns. The said debt or sum of money afore said, with interest thereon, if any shall be due, and shall perform all my obligations according to the true intent and meaning of said bond and conditions thereunder written, then this deed of bargain and sale shall cease, determine, and be utterly null and void. otherwise it shall remain in full force and virtue. And it is agreed by and between the said parties that the said John Hardy and Hardy M. Hardy, their heirs, executors, or administrators shall and will insure the house and buildings on said lot and keep the same insured from loss or damage by fire in the sum of One Hundred Dollars, and assign the policy of insurance to the said Association, and shall pay all Taxes upon the premises now mortgaged, and in case I or they shall at any time neglect to do, then the said Association may cause the same to be insured in its name, and may pay said Taxes, or any of them, and reimburse itself for the premium and expenses of such insurance, and for the amount paid for Taxes, penalties and costs, under this mortgage; and upon the failure of the mortgagor to keep up such insurance and keep said Taxes paid, this mortgage becomes due and collectible, in status.

And it is further agreed that if default shall be made in the payment of any installment of interest on my said bond, or of the principal of my said bond when the same shall fall due; or if default shall be made in payment of Taxes, or any premium of insurance when due, then in either of such events the principal of said bond shall at once become due and payable, whether then so by its terms or not, and the said Corporation or its assigns are hereby authorized and empowered to sell the above conveyed land and premises at public outcry at the Court house door at Canton, Miss after advertisement for thirty days at the said Court house door, and in some newspaper published in said County of Madison or if there be no such newspaper, at four other public places in said County of Madison for cash, and out of the proceeds to deduct, first, the cost of advertisement and sale, inclu-



ding ten per cent. as attorney's fees, in the event the services of an attorney are engaged; second, the amount which shall be due on said bond with all interest to the day of sale, and if there should be any surplus, to pay the same over to the said John Handy and Hannah M. Handy, their personal representatives, or assigns, and in the event of such sale, said corporation or its assigns are hereby fully empowered to become the purchaser, and to execute all necessary deeds and instruments of conveyance to itself, or to such other person or persons as may become the purchaser or purchasers. And it is further agreed between the said parties that this mortgage becomes due and collectible upon failure of the said mortgagor to give such additional security for said advance made to him as may be hereafter required by the said Association according to its By-Laws, Rules and Regulations; and said mortgagor covenants that the premises herein mortgaged are free from all incumbrances, mortgages, judgments or other liens.

Witness our hands and seals this        day of March in the year of our Lord one thousand eight hundred and ninety three.

Signed, Sealed and Delivered in Presence of } John Handy (L.S.)  
 J. M. Grafton. } H. M. Handy (L.S.)

State of Mississippi  
 County of Madison } Personally appeared before the undersigned clerk of the Chancery Court, in and for said county and state, the within named John Handy & Hannah M. Handy his wife, who acknowledged that they signed and delivered the foregoing Mortgage Deed on the day and year therein mentioned.

Given under my hand this 4. day of April A.D. 1893  
 James Priestly, Clerk Madison Co Miss.  
 By J. M. Grafton C. C.

J.B. Robinson  
To L. Sleep  
John Robinson

Filed for Record April 6<sup>th</sup> 1893 at 306 P.M.  
Recorded April 6<sup>th</sup> 1893

This Indenture made & entered into this 17<sup>th</sup> day of March 1846 between J.B. Robinson & his wife Lucy late of Hinds County & State of Mississippi of the first part and John Robinson of Madison County & State aforesaid of the second part Witnesses: That the said party of the first part for and in consideration of the sum of Four Thousand to them in hand paid the receipt whereof is hereby acknowledged have this day given granted bargained sold and conveyed to the said John Robinson and by these presents do give grant sell and convey to him all their right title and interest in and to a certain tract of land situate in said County of Madison known as the property of A. H. Robinson late of said County and bounded on the East by the lands of Hector West on the West by the lands of Joseph White on the North by lands of David Godlove and John Love and more particularly described in a conveyance from A. H. Robinson to said party of the first part containing in all about one thousand acres more or less To have and to hold the above described premises with all and singular the ways means & privileges thereto belonging to him the said John Robinson his heirs & assigns forever and the said party of the first part do for themselves their and each of their heirs forever warrant and defend the title of said land against all and every person claiming by through or under them and no further.

Given under our hands and seals this the day and year above written  
Witnesses:

A.C. Downs }  
Abijah Downs }

J.B. Robinson Seal

The State of Mississippi  
Madison County

Personally appeared before me Nathan G. Bryson a Justice of the Peace in and for said County and officiating Notary Public the above Abijah Downs one of the subscribing witnesses to the annexed deed who being first duly sworn deposeth and saith that he saw the above named J.B. Robinson whose name is subscribed thereto, sign seal and deliver the same to the above named

John Robinson: that he this deponent subscribed his name as  
as a witness thereto in the presence of the said J.B. Robinson  
and that he saw the other subscribing witness A.L. Dumas sign  
the same in the presence of the said J.B. Robinson and in the  
presence of each other on the day and year therein named  
Given under my hand and official  
seal this 16<sup>th</sup> day of March A.D. 1847



A. G. Bryson J.P.  
+ Ex-off Not. Public

Ella J. Madkins } Filed for Record 30 PM April 7<sup>th</sup> 1893  
To & Deed } Recorded April 7<sup>th</sup> 1893  
Eliza Garrett } For and in

consideration for the sum of \$100 to be paid to me by  
Eliza Garrett I hereby convey to her her heirs and  
assigns forever the following described real estate in the City of  
Canton County of all anson State of Mississippi to wit:  
Beginning at the North West corner on Hickory St run-  
ning due East 92 1/2 ft thence South 34 ft thence West  
92 1/2 ft to said Hickory St thence North along said Hickory St  
34 ft. A vendors lien is reserved for the purchase money  
to be paid monthly \$10<sup>00</sup> per month until paid.

Witness my signature this 16<sup>th</sup> day of Aug A.D. 1892  
Ella J. Madkins

State of Mississippi }  
Canton County } Personally appeared before me  
Geo Brownfield a Justice of the Peace in and for said  
County State Ella J. Madkins who acknowledged that  
she signed and delivered the above deed on the day  
and year therein mentioned

Given under my hand this 16<sup>th</sup> day  
of Aug 1892

Eliza Garrett

Geo Brownfield  
Justice of the Peace

John Knight and Lottie Knight  
Do } Deed in Trust  
Albert R. Shattock Trustee  
British & American Mortgage Co. Limited

Filed for Record April 10<sup>th</sup> A. D. 1893 at two o'clock P. M. and  
Recorded April 10<sup>th</sup> 1893  
James Priestley Clerk

"State of Mississippi"

This Indenture, made and entered into this 30<sup>th</sup> day of March A. D. 1893 by and between John Knight and wife Lottie Knight, of the County of Madison, in the State of Mississippi, of the first part; Albert R. Shattock, 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 parties of the first <sup>part</sup> 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 consideration herein after stated have granted, bargained, sold, conveyed, warranted and delivered, and do by these presents grant bargain, sell, convey, 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 South half of the South East quarter of Section Ten (10) and the North East quarter of Section Fifteen (15); all in Township Eleven (11) Range Five (5) East and contains Two hundred and forty (240) 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 John Knight of the first part is indebted to said British and American Mortgage Co. Limited, in the sum of (\$300<sup>00</sup>) Three hundred<sup>00</sup> Dollars for money lent, as evidenced by the five promissory notes of said John Knight of the first part, dated the 30<sup>th</sup> day of March A. D. 1893 and to become due as follows, to wit: one note for \$30<sup>00</sup> Thirty<sup>00</sup> dollars due November first 1893 (fixed) one note for \$30<sup>00</sup> Thirty<sup>00</sup> dollars due November first 1894 (fixed) one note for \$30<sup>00</sup> Thirty<sup>00</sup> dollars due November first 1895 (fixed)

Indenture recorded in Book 100 page 100...  
John Knight and Lottie Knight  
Albert R. Shattock Trustee  
British & American Mortgage Co. Limited  
Filed for Record April 10<sup>th</sup> A. D. 1893 at two o'clock P. M. and  
Recorded April 10<sup>th</sup> 1893  
James Priestley Clerk



one note for \$30<sup>00</sup> Thirty dollars due November first 1876 fixed  
 one note for \$180<sup>00</sup> One hundred and eighty<sup>00</sup> Dollars due November first 1877 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 \$17<sup>85</sup> Seventeen<sup>85</sup> dollars due November first 1873 (fixed)  
 one note for \$27<sup>00</sup> Twenty seven dollars due November first 1874 (fixed)  
 one note for \$24<sup>00</sup> Twenty four<sup>00</sup> dollars due November first 1875 (fixed)  
 one note for \$21<sup>00</sup> Twenty one<sup>00</sup> dollars due November first 1876 (fixed)  
 one note for \$18<sup>00</sup> Eighteen<sup>00</sup> dollars due November first 1877 (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 pol-  
 icies 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 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 afore said 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 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 therefor by the creditor; but the amount so paid for premiums 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 assignee, 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 herein after provided, or, at its option, institute proceedings respectively for the collection at law or in equity of such amounts as maybe then unpaid.

And the said parties of the first part do 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 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 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 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 maybe 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 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 wherein shall be received in all Courts of law or equity, as full and sufficient proof of the matters therein stated; and at such sale any of the parties heretofore 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 per cent, 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 remainders, if any there be, shall be paid to the said John Knight, of the first part. In case of the refusal, 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 representative, 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 hereinbefore 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 to the 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 representative who may 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 five days notice from said purchaser and will pay him the reasonable 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.

John Knight  
Lottie Knight

State of Mississippi }  
County of Madison } Personally appeared before me  
W. J. Linn a Justice of the Peace of said County  
John Knight & Lottie Knight his wife the within named  
parties grantors, who acknowledged that they signed  
and delivered the foregoing instrument on the day  
and year therein mentioned.

Given under my hand and seal this 8<sup>th</sup> day of April A. D.  
1843 W. J. Linn J. P.



John L. Russell } Filed for Record April 11<sup>th</sup> 1893 at 12 o'clock  
 To & Deed } Recorded April 11<sup>th</sup> 1893  
 John Knight

In considera-  
 tion of the sum of one dollar and in further consideration  
 of the sum of Three Hundred dollars heretofore paid to Eliza-  
 beth Russell by John Knight of Madison County Mississippi  
 I do hereby release & convey to said John Knight all claim  
 or title I may have to  $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{4}$  section 10 Township 11  
 Range 5 East &  $\frac{1}{2}$   $\frac{1}{4}$  of sec 15 in same Township & Range  
 to have & hold the same to him & his heirs & assigns forever  
 Witness my signature this 7<sup>th</sup> day of March 1893  
 J. L. Russell

The State of Mississippi  
 Madison County

This day personally came before  
 me W. J. Sims a Justice of the Peace of the said County  
 the above named John L. Russell & acknowledged that he  
 signed & delivered the foregoing deed of conveyance on  
 the day & year therein mentioned as his act & deed  
 Witness my hand this 7<sup>th</sup> day of March 1893  
 W. J. Sims J. P.  
 Chgs 4/—

A. M. Cannon } Filed for Record April 13<sup>th</sup> A. D. 1893 at 8 o'clock  
 To & Deed } Recorded April 13<sup>th</sup> 1893  
 Gaudis & Hoag } James Priestley

This Indenture made 20<sup>th</sup> day of March A. D.  
 1893 between A. M. Cannon of Kansas City Kansas  
 of the first part and Gaudis & Hoag of Madison Station  
 Mississippi of the second part. Witness: That the said  
 party of the first part, for and in consideration of the sum  
 of Forty Dollars, to her in hand paid by the said parties of  
 the second part, the receipt whereof is acknowledged has  
 granted, bargained, sold and conveyed, and by these presents  
 does grant, bargain, sell and convey to the parties of the second  
 part, their heirs and assigns, that certain tract or parcel  
 of Land situated in the County of Madison and State of  
 Mississippi, known and described as follows:  
 Beginning at the point 28 feet East of the North East-  
 corner of lot no 5 in block A in the Town of Le-  
 marca and running East 60 feet along the line

dividing Cameron & Lee to the West side of side track of Illinois Central Railroad, then Southward along said right of way 105 feet Thence Westward 60 feet to within 27 feet of the North East Corner of lot No 10 in Block A. said 27 feet being reserved for street. Thence Northward 95 feet to point of Beginning together with appurtenances to said premises belonging, and all estate, title and interest, both at Law and in Equity of the party of the first part in the same; To have and to hold the said granted premises, with the appurtenances, unto the parties of the second part, their heirs and assigns forever, in fee simple. And the said party of the first part for her heirs, executors and administrators, does hereby covenant and agree with the said parties of the second part their heirs and assigns, that the said party of the first part shall for ever warrant and defend the title to the said premises, unto the parties of the second part their heirs and assigns, against the claims of all persons lawfully claiming the same or any part thereof, Except an account of taxes due from and after the 10<sup>th</sup> day of April A. D. 1893

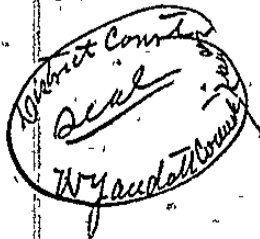
In witness whereof, the said parties of the first part has hereunto set her hand and seal the day and year above written.

A. M. Cameron

State of Kansas  
County of Wyandott } Be it Remembered, That on this 10<sup>th</sup> day of April, A. D. 1893, before me, the undersigned Clerk of the District Court in and for the County and State aforesaid came A. M. Cameron who is personally known to me to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Court on the day and year last above written.

E. W. Towner, Clerk District Court  
By H. J. Arnold Deputy



Jones, John O. & Katie W and  
 Jones, Jas L. & Ann K  
 To: D, J  
 P. M. Harding Trustee  
 Equitable Mortgage Company

Filed for Record April 14<sup>th</sup> A. D. 1893  
 at 8 o'clock A. M. and  
 Recorded April 14<sup>th</sup> 1893  
 James Poustley cell

In Release of this land in Trust. See Release recorded in Book 2888 page 117. This Apr 21, 1890. Ed Poustley Agent  
 By W. O. Garrison

This indenture, made this twenty first day of March A. D. one Thousand Eight Hundred and Ninety three by and between John O. Jones and Katie W. Jones, husband and wife, James L. Jones and Ann K. Jones, Mother & Son of the County of Madison State of Mississippi, party of the first part, and P. M. Harding, Trustee here in, of the County of Warren, State of Mississippi party of the second part, and the Equitable Mortgage Company, of Kansas City, Missouri, party of the third part: - Witness: That 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 party paid by the said party of the second part. The receipt of which is hereby acknowledged, does by these presents Grant Bargain and sell, convey and confirm unto the said party of the second part, the following described Real Estate, situated in the County of Madison in the State of Mississippi, to wit:

The North west quarter like twenty acres all of the East side thereof, the west half of the south west quarter and the north end of the East half of the South West quarter of Section Twenty nine. The East half of the north east quarter, the South east quarter of the South West quarter and the South east quarter of Section Thirty, the north East quarter of the north east quarter; the west half of the north east quarter; the East half of the north west quarter; the north east quarter of the South west quarter and the north west quarter of the South east quarter of Section Thirty-one; the west half of the north west quarter of Section Thirty-two all in Township Eleven of Range Four East containing Eight hundred and fifty acres more or less

To have and to hold the same, together with all and singular the tenements, hereditaments, appurtenances, rights, privileges, rents and profits, thereto belonging or in any wise appertaining, and all machinery now upon or which may be here after put upon, said premises whether attached or detached, to the said party of the second part, and to his successors

herin after designated, forever; The said party of the first part hereby covenanteeing 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 ~~from~~ 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 Fourteen hundred ninety-two and 67/100 Dollars, according to the tenor and effect of ten certain promissory notes of even date here with, 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 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 1<sup>st</sup> 1843 for \$ 196.52. No. 2 - Due December 1<sup>st</sup> 1844 for \$ 210.20  
 No. 3 - Due December 1<sup>st</sup> 1845 for \$ 190.35. No. 4 - Due December 1<sup>st</sup> 1846 for \$ 172.20  
 No. 5 - Due December 1<sup>st</sup> 1847 for \$ 155.50. No. 6 - Due December 1<sup>st</sup> 1848 for \$ 140.11  
 No. 7 - Due December 1<sup>st</sup> 1849 for \$ 125.87. No. 8 - Due December 1<sup>st</sup> 1900 for \$ 112.64  
 No. 9 - Due December 1<sup>st</sup> 1901 for \$ 100.36. No. 10 - Due December 1<sup>st</sup> 1902 for \$ 88.90

All of said notes providing that if any part of the principal or interest is not paid at maturity, it shall bear interest thereafter at the rate of ten per cent. per Annum, payable semi-annually; and if any interest remains unpaid twenty days after due, the principal shall become due and 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 endorsee or assigns of said promissory notes and each of them, to pay all taxes and assessments, general and special, against said land and improve ments, when due or within the time required by Law; and also to keep the improve ments 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 Five 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 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 aforesaid, then said party of the third part or said executor 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 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 presents 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 aforesaid, then these presents shall be void. And the property herein before 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 if the faithful performance or any or either of the agreements aforesaid, or if this deed of Trust or the debt, or the 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 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 herein before 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 terms, time, 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, in his discretion, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the non-payment of the money hereby secured to be paid, existence of the indebtedness so secured, notice by advertisement or posting of notices, sale, the receipt of the money, and the appointment whereby such other trustee may be come 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 of said notes as solicitors fees; and next to said third party; or the endorser or assignee of said promissory notes upon the usual Voucher therefor, all moneys paid for insurance and Taxes and judgments upon Statutory lien Claims, and cost and interest thereon, as herein before 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 payments, and if not enough therefor, then apply what remains; - The balance of such proceeds, if any shall be paid to the said party of the first part, or his 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 herein before provided, of the whole of said premises subject

to the limit 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 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 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 party of the second part or any of his successors herein after provided for the said party of the third part, by its President or Vice President, its successors or assigns, or the then legal holder of the notes by this deed of Trust secured, shall have full power to appoint by a duly executed deed of appointment duly recorded in the County in which the land herein described is situated, a Trustee in the place of said party of the second part or any succeeding Trustee; who shall have the 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 Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written

John O. Jones  
Sam K. Jones  
Jos. L. Jones  
Katie W. Jones

State of Mississippi  
Holmes County

Personally appeared before me F. H. Hoffman Mayor Pickens and Ex Officio Justice of the Peace in said

County and State, the within named John Q Jones and Ann K Jones, 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 29<sup>th</sup> day of March A.D. 1843

J. W. Hoffmann Mayor of Pickens Co Ex Officio J.P.

State of Mississippi  
Washington County

Personally appeared before me W. K Butford Justice of the Peace the within named James L Jones, who acknowledged that he signed and delivered the foregoing instrument on the day and Year therein mentioned Given under my hand and official seal this 31<sup>st</sup> day of March A.D. 1843

W. K Butford Recorder and Ex Officio J.P of Leland

State of Texas  
County of Harris

Personally appeared before me J. W. Ellender Notary Public in and for Harris Co. Texas, Katie H. Jones 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 5<sup>th</sup> day of April 1843

signed J. W. Ellender N. P. in and for Harris Co Tex

Colts Chgs \$3.00



James M. Litch Commissioner  
 To Deed  
 Giles D. Litch

Filed for Record April 14<sup>th</sup> 93 at 1:00 PM  
 Recorded April 14<sup>th</sup> 1893

This Indenture made & entered into this 3<sup>rd</sup> day of April A.D. 1893 between James M. Litch a Commissioner of the Chancery Court of the County of Madison State of Mississippi of the one part and Giles D. Litch of the County of Madison and State of Mississippi of the other part this witness: That whereas the said Commissioner in pursuance to a decree of the said Chancery Court made at the February Term 1893 thereof in the suit of Lewis Ball Litch by his next friend Jennie Litch complainant against Giles D. Litch No 2542 in said Court directing the said Commissioner to sell the following described lands situated in Canton Madison Co Miss to wit: Beginning at the intersection of Liberty Street with an alley on the South of the late residence of Mrs Bailey decd & on the South side of said alley and running thence West along said alley 220 feet, thence South 121 1/2 feet, thence East 221 ft to Liberty Street & thence North 121 1/2 feet to the beginning - also that other lot beginning on South side of Academy St at the North West Corner (N.W. cor) of the residence lot of Eliza Jane Galloway & running thence West 357 feet to the South East corner of the North Lot along the South side of Academy Street & thence South 200 feet & inches & thence East 357 feet to the South West corner of said Galloway Lot & thence North 200 feet & inches to the beginning less the front road bed leading from Academy St to new cemetery property being all the property & the same as is described in the Bill and Decree in said cause No 2542.

And whereas the said Commissioner on the 3<sup>rd</sup> day of April 1893 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 Giles D. Litch bid for the same the sum of Five Hundred Dollars which being the highest and best bid made for the said premises, the same were struck off to him and he declared the purchaser thereof. And whereas the said Giles D. Litch has fully complied with the requirements of said decree by paying to me in cash said sum, the receipt

of which is hereby acknowledged. Now this Indenture Witnesseth, that in consideration of the premises and the compliance on part of the said Giles D. Litch 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 and convey and confirm unto the said Giles D. Litch his and assigns forever, all of the described lands together with all singular the tenements hereditaments and appurtenances thereto belonging or appertaining. To have and to hold the above granted bargained and described premises unto him the said Giles D. Litch his heirs and assigns to him and their heirs forever use benefit and behoof forever as fully and effectually to all intents and purposes in the law as he the said Commissioner could or ought to sell and convey the same by virtue of the decree of the Court aforesaid.

In Testimony whereof the said James M. Litch Commissioner aforesaid has hereunto set his hand and affixed his Seal the day and year first aforesaid.

J. M. Litch Commissioner

State of Mississippi }  
Madison County }

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

Given under my hand and official seal at office this 14<sup>th</sup> day of April 1893

Clks bchs 107

Jas Priestly clk  
By J. M. Crafton J. C.

Pauline Tutens + A Tutens } Filed Record April 14<sup>th</sup> A. D. 1873 at 3  
 To 1/2 warranty Deeds } o'clock P. M. & Recorded April 14<sup>th</sup> 1873  
 Lewis C. Wambolin } James Priestley clerk

In consideration of the sum of Seven Hun-  
 dred & fifty Dollars cash in hand paid us by Lewis C. Wambolin  
 the receipt of which is hereby acknowledged, we Pauline Tutens  
 and A Tutens do hereby convey & warrant unto the Lewis C. Wambolin  
 forever the following described land lying, being and situated  
 in the City of Canton County of Madison and State of Mississippi  
 to wit: Beginning at a point on the west side of Liberty Street  
 148 feet north of the north west corner of the intersection of Lib-  
 erty Street with Academy Street, which point is at the north East  
 corner of the Joel property and running thence north along the  
 west side of Liberty Street 67 feet and thence west 200 feet  
 and thence south 67 feet and thence East 200 feet to Liberty  
 Street the point of beginning. The Taxes on said property  
 for the year 1873 should be paid by the said Wambolin  
 witness our hands & seals this the 14<sup>th</sup> day of April A. D. 1873

Pauline Tutens seal

A. Tutens seal

State of Mississippi  
 Madison County

Personally appeared before the undersigned  
 Jas. Priestley, Clerk of the Chancery Court of the said  
 County, the within named Pauline Tutens and A.  
 Tutens who acknowledges that they signed and delivered  
 the foregoing Deed on the day and year therein mention-  
 ed, as their act and deed

Given under my hand and official seal, at office this 14<sup>th</sup>  
 day of April A. D. 1873

James Priestley Clerk  
 By J. M. Crayton D. C.

H. H. Hickerson  
Mrs Lavinia Hickerson  
To Deed

Filed for Record April 17<sup>th</sup> 1893 at 3:06 PM  
Recorded April 17<sup>th</sup> 1893

This Indenture made and entered into this the 20<sup>th</sup> day of Feb 1893 by and between H. H. Hickerson and his wife Lavinia D. Hickerson of the County of Madison and State of Mississippi parties of the first part: and J. A. Adams of the County of Madison and State of Mississippi party of the second part. Witness: That for and in consideration of the sum of Fifty dollars cash in hand paid the receipt of which is hereby acknowledged have this day granted bargained sold and conveyed and do hereby grant bargain sell and convey to J. A. Adams the following certain tract piece or parcel of land in the County of Madison and State of Mississippi particularly described as follows, to wit:

Lot Eleven (11) of Block "A" of the town of Lemare Madison County Mississippi, according to a Map of said town which is recorded in Book "A & A" page 268 of the records of Deeds estate conveyances in the office of the Chancery Clerk of Madison County Mississippi to have and to hold with all its appurtenances to him the said J. A. Adams his heirs & assigns forever, and that the parties of the first part will forever warrant and defend the title of the aforesaid land to him the party of the second part, his heirs and assigns against all lawful claims what so ever. In testimony whereof the parties of the first part have herein affixed their names and seals.

H. H. Hickerson  
Mrs Lavinia Hickerson

State of Mississippi  
Madison County

Personally appeared before me R. W. Stewart a Justice of the Peace of the County of Madison said State the within named H. H. Hickerson & Mrs Lavinia Hickerson who acknowledges that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this the 20<sup>th</sup> day of February 1893

R. W. Stewart  
Justice of the Peace

blks fees of —



Ella J Lee } Filed for Record April 17<sup>th</sup> 1893 at 3 06 PM  
 To R Deed } Recorded April 17<sup>th</sup> 1893  
 J. A. Adams

In consideration of Mrs Adams  
 died and Twenty Five Dollars cash J. Ella J Lee of Madison County  
 Mississippi convey and warrant to J. A. Adams of said  
 County and State the following described tract or parcel of land lying  
 and being in the County of Madison & State of Mississippi to wit: Be-  
 ginning ten (10) feet East of a point 5.60 chains North of the SW  
 corner of the E 1/2 of N 1/4 of sec 8 T 2 R 2 E & running thence North  
 7.08 chains to a stake thence East 7.08 chains to a stake, thence South  
 7.08 chains to a stake & thence West 7.08 chains to the point of be-  
 ginning containing five (5) acres more or less.

Witness my hand this 11<sup>th</sup> day of January A D 1893  
 Ella J Lee

State of Mississippi }  
 Madison County }

Personally appeared before me a Justice  
 of the Peace in and for said County & State the within  
 named Ella J Lee who acknowledged that she signed and  
 delivered the foregoing instrument on the day and year therein  
 mentioned

Given under my hand and seal this 11<sup>th</sup> day of January A D 1893  
 P. H. Stewart J.P.

Belles chgs et

Thos M. Griffin  
To & Deed  
Thos J. Tunstall

Filed for Record April 18<sup>th</sup> 1893 at 10.00 AM  
Recorded April 18<sup>th</sup> 1893

State of Mississippi  
Madison County

This Indenture made & entered into this eleventh day of November Eighteen hundred and sixty seven between Thomas M. Griffin of the first part and Thos J. Tunstall of the second part both of the County & State aforesaid. Witness: That for and in consideration of the sum of Six hundred and Forty dollars in hand paid to the party of the first part by the party of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, the party of the first part has this day bargained sold and conveyed and by these presents does bargain sell and convey unto the party of the second part the following described tract of land situate lying and being in the County & State aforesaid and known as the North Half of the South West Quarter of Section Four Township Seven Range Two East containing Eighty acres more or less, to have and to hold the above described land unto the party of the second part his heirs and assigns, and the party of the first part for himself his heirs and assigns does warrant and forever defend the right and title to said land against the claim or claims of all any person or persons whatsoever both in law and in equity. In Testimony whereof the party of the first part has hereunto set his hand and affixed his seal the day and year above written

Thos M Griffin *[Signature]*

State of Mississippi  
Madison County

Personally appeared before me E S Ward Clerk of the Probate Court for said County Thomas M Griffin who acknowledged that he signed and delivered the foregoing deed for the purposes therein contained as his own act and deed on the day above mentioned

Given under my hand and the seal of said Court this 11<sup>th</sup> day of Novbr A 1867  
E S Ward Clerk

Colts fees of

William John Sulm } Filed for record April 18<sup>th</sup> 1893 at 4:00 PM  
 To W. Reed } Recorded April 18<sup>th</sup> 1893

Mary A. Lutz } In consideration of the  
 thousand Dollars to me paid by Mary A. Lutz the receipt of  
 which is hereby acknowledged I, Wm J. Sulm do hereby convey  
 & warrant to said Mary A. Lutz the following described real estate  
 in Canton Madison County Mississippi an undivided half  
 of that certain lot on the public square of said city on the  
 South side of Peace Street designated on the original plat of  
 said city as East half of East half of Lot No Two (2) in square  
 No Six (6) and designated on the Map of said city by J. P. George  
 as Lot No. Eleven (11) on South side of Peace Street. Said lot  
 fronting on the South side of Peace Street 25 feet & running  
 back between parallel lines 200 ft. Said lot being the  
 same as was conveyed to Mary A. Lutz & Wm J. Sulm by  
 George S. Shackelford by deed dated Sept 17<sup>th</sup> 1887 and  
 recorded in the Chancery clerks office of said County Book  
 64 page 57

Witness my hand this 14<sup>th</sup> day of  
 April 1893

William John Sulm

State of Mississippi }  
 Madison County }

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

Given under my hand and seal  
 this 14<sup>th</sup> day of April 1893

Wm J. Sulm

Thos H. Leonard J.P.

Mary A Lutz } Filed for Record April 18<sup>th</sup> (at 4:00 PM) 1893  
 To R Deed } Recorded April 18<sup>th</sup> 1893  
 Wm J. Sulm

In consideration of One  
 Thousand Dollars to me paid by Wm J. Sulm the receipt of  
 which is hereby acknowledged I, Mary A Lutz do hereby con-  
 vey & warrant to said Wm J. Sulm the following described real  
 Estate in Madison County Miss to wit: a lot of land commen-  
 -cing at the South East corner of the lot once owned by J. M.  
 Hall & now owned by Mrs C. Sulm on the line of the right  
 of way of the Union Central Rail Road. thence running  
 West  $16\frac{57}{100}$  chains thence south  $15\frac{2}{2}$  East  $14\frac{90}{100}$  chains to a  
 stake thence south  $85\frac{2}{2}$  East  $10\frac{60}{100}$  chains to the said RR  
 right of way thence northerly along said right of way  $13\frac{91}{100}$   
 chains to the point of beginning containing  $19\frac{1}{2}$  acres  
 more or less. Said land being located in Secs 12 & 13 T  
 9 R 2 East & in Secs 7 & 18 T 9 R 3 East in said Madison  
 County meaning hereby to convey all that tract of land  
 that was conveyed to me by O. E. Miller by his deed  
 dated March 28<sup>th</sup> 1892 & Recorded in the Chancery  
 Clerks office of said County Book "A A A" page 88

Witness my hand this 14<sup>th</sup> day  
 of April 1893

Mary Amelia Lutz

State of Mississippi  
 Madison County

Personally appeared before the under-  
 signed Justice of the Peace of the said County the within  
 named Mary Amelia Lutz who acknowledges that she  
 signed and delivered the foregoing Deed on the day and  
 year therein mentioned as his act and deed

Given under my hand and seal  
 at office this 14<sup>th</sup> April 1893

Thos J. Fermaid J.P.

Wm J. Sulm



Equitable Mortgage Company } Filed for Record April 19<sup>th</sup> 1893 at 2:  
 To Deed of Release } 40 o'clock P.M.  
 Eleanor B. Sneed & Husband } Recorded April 19<sup>th</sup> 1893

Whereas Eleanor B. Sneed & Archibald J. Sneed wife and husband by their two deeds of trust dated the 22<sup>nd</sup> day of March A.D. 1888 and recorded in the Records of Madison County Mississippi in Book "U. V." at pages 53 & 57 conveyed to H. P. Churchill Trustee the property in said Deeds decided in Trust to secure to the Equitable Mortgage Company of Kansas City Mo the payment of a certain bond or promise by note for the sum of Three Thousand Dollars and Five Hundred Sixty Three & <sup>00</sup>/<sub>100</sub> Dollars respectively and interest thereon according to the interest coupons thereto attached as in said deeds fully described and set forth; and whereas the said Eleanor B. Sneed and Archibald J. Sneed have fully paid and satisfied said bond or note and are justly and legally entitled to a full release of the said Two Deeds of Trust; Now therefore, the said Equitable Mortgage Company of Kansas City Missouri does hereby remise release and quit claim unto the said Eleanor B. Sneed and Archibald J. Sneed and their heirs the property in said of Trust described, reference being hereby made to the said record of the said deeds of Trust for a more particular description of said property.

To have and to hold the same with all the appurtenances thereto belonging free clear and discharged from the encumbrances of the said Two Deeds of Trust; The Clerk of the Chancery Court of said County is hereby authorized and empowered to enter satisfaction upon the margin of the record of said deed of Trust. In witness whereof the said Equitable Mortgage Company has caused this deed of Release to be executed by its President and its corporate seal to be affixed hereto this 12<sup>th</sup> day of April 1893

Equitable Mortgage Company  
 By Charles St. Fowler

State of New York }  
 County of New York }

On this 12<sup>th</sup> day of April 1893  
 before me appeared Charles St. Fowler to me personally known who being by me duly sworn did say that he is the President of the Equitable Mortgage Company of Kansas City

Missouri and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Charles St. Fowler acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand & affixed my notarial seal at my office in New York the day and year first above written

A. W. Chantrelain  
Notary Public

Seal

blks blys of

Pietro Trolio + Sallie C. Ward  
Mattie M. Howard + J. S. Ward

Filed for Record 20th April 1893  
at 11 o'clock AM. Recorded April 20th 1893

To & Deed

In consideration

Geo. Harney et al of the sum of fifty dollars each in hand paid us by the Grantors hereinafter named, the receipt of which is hereby acknowledged me Peter Trolio, J. S. Ward, Sallie C. Ward and Mattie M. Howard do hereby convey and warrant unto George Harney, L. Frost, B. F. House, James Pristley, Charles Pristley, R. L. Lee, John R. Cameron and W. H. Powell and to the survivors or survivor of them the following described land lying being & situated in Madison County, State of Mississippi, to wit: Beginning on the Bank of Pearl River at the North East corner of Lot 2 in Section 9 Town 8 Range 4 East & running thence West on the section Line 48 4 yards, thence South to Pearl River, thence with the meanderings of said river to the point of beginning containing 18 1/2 acres of land more or less and embracing the Bluff & Spring at the landing known as the cut off

Witness my hand & seal this 18th day of April A.D. 1893

Pietro Trolio  
Sallie C. Ward  
J. S. Ward  
Mattie M. Howard

Seal  
Seal  
Seal  
Seal

State of Mississippi  
Madison County

Personally appeared before the undersigned Notary Public of City of Canton the within named Pietro Trolio who acknowledges that he signed and delivered the foregoing deed on the day and year therein

767

mentioned as his act and deed

Seal

Given under my hand and officious seal at office this 18<sup>th</sup> day of April A.D. 1893

Robt Fomble  
Notary Public

State of Mississippi  
Madison County

Personally appeared before the undersigned Mr. Allen Clerk of the Circuit Court of the said County the within named J. S. Ward and Mattie W. Howard who acknowledge that they signed sealed and delivered the foregoing Deed on the day and year therein named as their act and deed

Seal

Given under my hand & officious seal at office this 20<sup>th</sup> day of April 1893  
Mr. Allen Clerk

As fee

Mrs M. L. Suckett  
To R Deed  
Hiram S. Eddy

Filed for Record April 20<sup>th</sup> 1893 at 3:00 PM  
Recorded April 20<sup>th</sup> 1893

In consideration of the sum of Eighteen Hundred dollars to me in hand paid receipt of which is hereby acknowledged I convey and warrant to Hiram S. Eddy the land described as the S 1/4 of Section Eight Township 9 Nine Range Three East & all that portion of the S 1/2 of S E 1/4 of Sec (7) seven Township (9) nine Range Three (3) East which lies East of the Canton & Pauls Ferry Road in the County of Madison & State of Mississippi estimated to be Two Hundred & thirty (230) acres more or less. Witness my signature on this 7<sup>th</sup> day of April 1893

Mrs M. L. Suckett

State of Mississippi  
Guzo County

Personally appeared before me S. S. Griffin Clerk of the Chancery Court of the County of Guzo in said State the within named Mrs M. L. Suckett who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and officious seal at my office in Town of Guzo City Miss this 7<sup>th</sup> day of April A.D. 1893

Seal

S. S. Griffin Clerk

Date paid in full \$1893

Carroll Smith  
Deed to  
R. H. Hoffman

Filed for record at 1 O'clock P.M. April 21st 1893  
and recorded April 21st 1893

Jan Priestly CLK

By these presents and in consideration of the sum of One hundred dollars Cash paid me and the further sum of One hundred dollars to be paid me by R. H. Hoffman on the first day of January 1895 with 10 per cent interest thereon from this date until it is paid. I Carroll Smith of Madison County Mississippi do sell convey and warrant to the said R. H. Hoffman the following described lot or parcel of ~~ground~~ land in the City of Canton in said County and State. Beginning at a point on the north side of Franklin Street at intersection of each side of Chestnut Street running East along north side of Franklin Street Eighty feet to a stake thence North Two hundred feet to a stake, thence West parallel with Franklin Street Eighty feet to a stake thence South Two hundred feet to the beginning. Witness also that a Vendor's Lien is hereby reserved and retained on the above described property in favor of Carroll Smith to secure payment of the said balance of the purchase money One hundred dollars and interest and all expenses of collecting same as evidenced by his promissory note of this day and date.

Witness my hand and seal this  
21st day of April A.D. 1893  
Carroll Smith 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 Carroll Smith 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 21st day of April A.D. 1893

J. Priestly Clerk

latter part of



Satisfaction of Trust Deed

by J. U. & H. M. Payne & Co. in sig  
in favor of  
Jacob U. Payne Sr  
&  
Henry M. Payne

Filed for Record at New Orleans  
at 4:03 PM. Recorded April 21, 1893

This Instrument of

writing dated this 18<sup>th</sup> day of April 1893 executed by Jacob U. Payne Sr, herein acting as a member of and as liquidator of the firm of J. U. & H. M. Payne & Co., of New Orleans La now in liquidation. Witnesseth: - That whereas on the 18<sup>th</sup> day of March 1874, Jacob U. Payne Sr and Henry M. Payne executed a Trust Deed for Thirty Thousand Dollars for the use of J. U. and H. M. Payne & Co with M. B. Broadwell and Elias K. Fenner as Trustees upon certain lands in said Deed described situated in the Counties of Madison & St. Louis in the State of Mississippi for the security of a certain promissory note dated March 18<sup>th</sup> 1874 drawn by the said J. U. & H. M. Payne & Co to their order and by them endorsed for the said sum of Thirty Thousand Dollars payable in Twelve months after date with interest thereon at the rate of Eight per cent per annum from date until paid. Whereas the said indebtedness of Thirty Thousand has since been paid by the said J. U. & H. M. Payne & Co, and said Trust Deed is therefore inoperative and null and void, and the holders of said note have no longer any claim or demands whatsoever, resulting therefrom or from said Trust Deed. Now therefore in consideration of the full and final payment of said indebtedness of Thirty Thousand Dollars, he, the said J. U. Payne Sr, as liquidator of the said late firm of J. U. & H. M. Payne & Co; for whom use said Trust Deed was executed do hereby give and grant a full and entire discharge of said herein before mentioned Trust Deed and hereby authorize and empower the clerk of the Chancery Court of the Counties of Madison and St. Louis to erase and cancel from the Books of their respective offices the incursions of said Trust Deed. In Faith whereof the said Jacob U. Payne Sr, has hereunto signed this

at New Orleans La in his said capacity of liquidator on the day and date first before written  
 In presence of: J. U. Payne  
 D. I. Dowers } Liquidator of J. U. & H. M. Payne & Co  
 Jas Lauterbach laeger } I hereby consent to and join in the foregoing release  
 Chas. E. Fenner

State of Louisiana  
 Parish of Orleans

Be it known, that on this 18<sup>th</sup> day of April, 1893 before me, the undersigned authority personally came and appeared: Jacob U. Payne, Sr., of this city of New Orleans La., herein acting in his capacity of liquidator of the late Firm of J. U. & H. M. Payne & Co., now in liquidation to me personally known as such who signed and executed the foregoing instrument of writing on the day of the date thereof as his free and voluntary act and deed for the consideration uses and purposes therein mentioned

In Faith whereof I have hereunto set my hand and signed my official signature and affixed my official seal at New Orleans La on the day and date first above written

seal

Benjamin Ory  
 Commissioner of Deeds

Jos Hardy  
 To 2 Deed  
 Russell A. Avery

Filed for Record April 22<sup>nd</sup> 1893 at 3:06 PM  
 Recorded April 22<sup>nd</sup> 1893

In consideration of the sum of One Hundred Dollars this day paid to me by Russell A. Avery I do by these presents sell & convey to him said Russell A. Avery the following described parcel of land lying in Madison County Mississippi to wit: 1/2 N 1/2 of E 1/4 Sec 19 T 10 R 3 East: to have & hold the same to his heirs & assigns forever - and I warrant the title to him and assign the claim or demand of all persons whomsoever.

Witness my signature this 22<sup>nd</sup> day of April 1893

State of Mississippi

Madison County

Jos Hardy

Personally appeared before the undersigned Jas Priestly Clerk of the Chancery Court of the said County the within named Jos Hardy who acknowledges that he signed and delivered the foregoing Deed on the day and year therein mentioned as his act & deed. Given under my hand & official seal at office this 22<sup>nd</sup> day of April 1893  
 Wks lhas of Jas Priestly Clerk

Mary D. Robinson  
To Mar. deed

Filed for Record April 24<sup>th</sup> 1873 at 10:00  
Recorded April 24<sup>th</sup> 1873

Lucien E. Lyons Agent and Trustee

This Indenture made this Eleventh day of April Eighteen Hundred and Seventy Three by and between Mrs Mary D. Robinson of the County of Madison, in the State of Mississippi party first of the first part, and Lucien E. Lyons of New Orleans Louisiana Agent and Trustee party first of the second part. Witnesseth - That the said party of the first part, for the consideration and on the terms and conditions hereinafter expressed does by these presents grant bargain sell convey and warrant unto the said party of the second and his principals and cestui que trust the following described Tract of Land situated lying and being in the County of Madison in the State of Mississippi and designated and described as follows to wit: - The South West quarter and North West quarter of South East quarter of Section Thirty one, Township Eight, Range One East containing Two Hundred acres of Land more or less. Reserving however to the said party of the first part, and to the heirs of her body during her and their natural lives the use usufruct and enjoyment of: First: - One Acre out of the North West corner of the above described land: the same measuring two chains North and South and five chains East and West: and - Second: - One Acre taken out of said above described property and particularly out of the North End of the East One Half of said South West quarter, beginning fifty feet of what is known as the Home Spring and running thence South Two chains: thence West Five chains: thence North Two chains: - thence East Five chains to the point of beginning. Together with all the tenements and hereditaments thereunto belonging or in any wise appertaining -

And the said party of the first part for herself, her heirs executors and administrators does hereby covenant to and with the said party of the second part his principals and cestui que trust, that at the time of the executing and delivery of these presents she is seized in fee simple, of the hereinbefore described property and that she will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his principals and cestui que trust their successors and

and assigns forever, against the lawful claims of all persons whomsoever lawfully claiming or to claim the same or any part or parcel thereof.

This conveyance and transfer is made and accepted for and in consideration of the price and sum of Twenty Five Thousand Dollars which has been settled and liquidated in the manner following, to wit:—

In part settlement and deduction of which sum the said party of the second part has this day paid unto the said party of the first part the full sum of Five Thousand Dollars (\$5,000<sup>00</sup>) cash, in ready current money at the execution hereof the receipt whereof is hereby acknowledged by the said party of the first part and a full acquittance and discharge granted therefor. And for the balance of said purchase price, to wit: the sum of Twenty Thousand Dollars (\$20,000<sup>00</sup>), the said party of the first part does hereby bind and obligate himself and her heirs and assigns to accept and receive in full settlement and liquidation of said sum of Twenty Thousand Dollars, Two Hundred full paid, non-assessable shares of the par value of One Hundred Dollars each, in the Capital Stock of the Robinson Mineral Spring Company, Limited, a Corporation of the State of Louisiana domiciled in New Orleans, La.; which has been formed and incorporated under the laws of the State of Louisiana for the purpose of acquiring and developing the Mineral Spring located on the lands herein and hereby conveyed and placing the waters of the same on the market for sale and for the purpose of erecting hotels and other improvements on said lands in the vicinity of said Spring and operating and establishing a Health Resort and Sanitarium in the vicinity of said Spring. Said Stock to be delivered to the said party of the first part or her heirs executors administrators or assigns within thirty days from the date hereof; the said Lucien C. Lyons for himself, his principals and co-trustees hereby binding himself and them to furnish and deliver to the said party of the first part within said period of time (thirty days) a certificate or certificates of stock from said Robinson Mineral Spring Company Limited for Two Hundred full paid non-assessable shares of One Hundred dollars each in the Capital Stock



of said Company; in default whereof said party of the first part and his heirs and assigns, shall, ipso facto be entitled to immediately institute legal proceedings to enforce the issuance and delivery to him or them of said Two Hundred Shares of Stock. It is distinctly understood and agreed by and between the parties hereto, that the said party of the first part shall have the right to take and use daily, free of charge, Ten Gallons, of the water from the Robinson Mineral Spring located on the lands herein conveyed: said Ten gallons of water being intended to be used solely by said party of the first part and her family and family visitors, And not to be sold; and should it be found that said quantity of Ten gallons of water is insufficient for the wants of said party of the first part, then and in that case said quantity may be increased upon proper application and consent of the said party of the second part his principals and certain que trust. In faith whereof, the said parties of the first and second part have hereunto signed their names at New Orleans, La., on the day and date first before written

In presence of  
 A. D. Thomas  
 Jas Guttenschlaeger.

Mary D Robinson  
 Lucien C. Lyons

State of Louisiana  
 Parish of Orleans  
 City of New Orleans

Personally appeared before me Benjamin Ory, a commissioner of Deeds for the State of Mississippi in and for the Parish of Orleans and State of Louisiana aforesaid the within named Mrs Mary D Robinson and Lucien C. Lyons 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 New Orleans, La., this Eleventh day of April A.D. Eighteen hundred and ninety three  
 Benjamin Ory  
 Commissioner of Deeds  
 for Mississippi in New Orleans  
 La.

Seal

Colko chgs \$2.00

Maugh M. D. Trustee } Filed for Record April 28<sup>th</sup> 1893 at 2:58 PM  
To & Used } Recorded April 28<sup>th</sup> 1893

J. R. Moody } Whereas J. M. & M. G.  
Moabys made executed and delivered a Trust Deed on the N 6 1/4 + E 1/2  
N 7 1/4 of Sec 19 T. 12 R 4 E less 2 acres off it corner in Madison  
County Mississippi to M. D. Maugh Trustee to secure Chaffe Powell  
and West in a certain indebtedness therein mentioned and  
whereas the said J. M. & M. G. Moabys failed and refused  
to pay said indebtedness and the Trustee having been  
instructed to proceed to advertise and sell said prop-  
erty and bill the same to pay off and satisfy said indet-  
tedness and whereas said Trustee did advertise said prop-  
erty in strict accordance with the terms of said Trust  
and did sell the same as provided by the Trust Deed  
on the first day of December 1891 and at said sale  
one J. R. Moody became and was the highest and best  
bidder for said above described land and the same  
was struck off to him at the nominal sum of \$400.00 And  
now by authority vested in me I sell grant bargain and con-  
vey to said J. R. Moody the above described lands to have and  
to hold the same - this deed is made to perfect the chain of  
title to Chaffe Powell & West the beneficiaries in said  
deed of Trust - as they are now the legal owners of said land  
and I failing to make a deed to said Moody on day  
of sale or afterward until this day  
M. D. Maugh  
Trustee

State of Mississippi }  
Madison County }

Personally appeared before P. J.  
Moody Mayor of Goodman & Ex officio J. P. M. D. Maugh  
who acknowledged that he signed and delivered the  
above and foregoing deed on the day of its date for  
the uses and purposes therein expressed as his own  
act and deed

Given under my hand and seal this  
26<sup>th</sup> April 1893

P. J. Moody Esq

Seal

✓ J. R. Moody } Filed for Record April 28<sup>th</sup> 1893 at 2:15 PM  
 Go L. deed } Recorded April 28<sup>th</sup> 1893  
 W. D. Maugh }

State of Mississippi  
 Madison County In consideration  
 of the sum of Fourteen Hundred Dollars (\$1400<sup>00</sup>) Cash in hand paid  
 the receipt of which is hereby acknowledged I hereby grant bargain  
 sell convey and warrant to W. D. Maugh the following described land  
 situated in Madison County Miss and known and described as  
 the North East quarter & East half of the North West quarter of sec  
 Nineteen Township Five Six Range Four East less 2 acres off the  
 NE corner containing Two Hundred and thirty eight acres  
 more or less.

Witness my signature the 1st day of December 1891  
 J. R. Moody

State of Mississippi  
 Goodman & Co. County

Personally appeared before  
 me R. J. Moody Mayor of Goodman & Co. Justice of  
 the Peace of said County the above named J. R. Moody who  
 acknowledged that he signed and delivered the fore-  
 going deed of conveyance for the purposes therein con-  
 tained as his act and deed

Witness my hand this 28<sup>th</sup> day of April 1893  
 R. J. Moody Mayor  
 of Goodman & Co.

✓ W. D. Maugh } Filed for Record April 28<sup>th</sup> 93 at 2:06 PM  
 Go L. deed } Recorded April 28<sup>th</sup> 1893  
 Chas. Chaffe }  
 J. B. West }

Whereas on the 26<sup>th</sup>  
 day of March 1892 Chaffe Powell Met  
 executed and delivered to me the undersigned W. D. Maugh a  
 bond for title to the land in Madison County Mississippi des-  
 cribed as the North East Quarter and East half of North  
 West Quarter of section Nineteen, Township Five Six Range  
 four East less two acres off of the North East corner  
 in consideration whereof I executed and delivered to  
 said Chaffe Powell Met my note of even date with  
 said bond for title for the sum of Fourteen Hundred  
 Dollars payable to their order on the 26<sup>th</sup> day of March  
 1893 and bearing ten per cent per annum

interest from its date. Now in consideration of the premises and of the cancellation, surrender and discharge and extinguishment of said note by said Chaffe Powell & West and delivery of the same to me I, the said W. D. Naugh hereby bargain, sell, convey, grant and deliver to Charles Chaffe & J. B. West surviving partners of and composing said firm of Chaffe, Powell and West, all of said land hereinbefore described with all the appurtenances and improvements thereon or thereunto belonging. Witness my hand this 28th day of April 1893 at Goodman Miss

W. D. Naugh

The State of Mississippi  
Harris County

Personally appeared before me the undersigned R. J. Moody, Mayor of Goodman and ex officio an acting Justice of the Peace in and for the County & State aforesaid the within named W. D. Naugh who acknowledged that he signed and delivered the foregoing instrument of writing as his act and deed at the time and place and for the considerations and purposes therein stated.

Given under my hand and seal this  
28th day of April 1893 at Goodman  
Harris County, Mississippi

R. J. Moody, Mayor of  
Goodman & Ex officio J. P.



M. C. Rucker  
P. F. Fulton  
Eva Fulton  
C. Fulton  
Eugene Lemroy  
J. L. Quitclaim Deed

Filed for Record April 29<sup>th</sup> 1893  
at 8:30 am.  
Recorded April 29<sup>th</sup> 1893

Canton Cotton Ware House Co  
House Company receipt of which is hereby acknowledged. I have  
by sell release and forever quit claim unto the Canton Cotton  
Ware House Company all my right title and interest  
and claim in and to the following property lying and  
being in the city of Canton State of Mississippi to wit: -

All that part of Franklin Street which is North of  
and adjoining the Canton Cotton Ware House Company prop-  
erty in said city with improvements thereon to have and to  
hold unto the said Canton Cotton Ware House Company and  
its heirs forever.

Witness my signature this the 22<sup>nd</sup> day of April 1893

M. C. Rucker  
P. F. Fulton  
Eva Fulton  
C. Fulton  
Eugene Lemroy

State of Mississippi }  
Madison County }

Personally appeared before the under-  
signed a Notary Public in and for the city of Canton County  
State aforesaid the above named M. C. Rucker, P. F. Fulton, Eva  
Fulton & C. Fulton who severally acknowledged that they  
signed and delivered the foregoing deed on the day and  
year therein mentioned and for the purpose therein spec-  
ified. Witness my hand and official seal this 22<sup>nd</sup> day  
of April 1893

Robt Powell

The State of Mississippi }  
Madison County }

Personally appeared before me S. B. Griffin  
Notary Public  
Clerk of the Chancery Court of the County of Yazoo County in said  
State the within named Eugene Lemroy who acknowledged that he  
signed & delivered the foregoing instrument on the day & year therein  
mentioned. Given under my hand & official seal at my office  
in the town of Yazoo City Miss this 24<sup>th</sup> day of April 1893  
S. B. Griffin Clerk. E. E. ...

State of Mississippi  
Madison County  
The within named P. F. Fulton who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned and for the purpose therein specified. Witness my hand and official seal at my office this 15<sup>th</sup> day of April 1893

Christian Olsen } Filed for Record at 11 o'clock A.M. May 1st  
 To S. Deed } 1873 & Recorded May 1st - 1873  
 Sallie Jane Olsen } James Priestly clk

In consideration of love and affection and one dollar cash in hand to me paid, I hereby bargain, sell, alien and convey unto my wife Sallie Jane Olsen by these presents the following described lands lying and being in the County of Madison State of Mississippi to wit.

(The N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>4</sub> and the N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> of Section 25 and N<sup>1</sup>/<sub>2</sub> and S<sup>1</sup>/<sub>4</sub> Section 26 all in T. 10. Range 4 East containing 600 acres more or less. Also (The S<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> and N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> and S<sup>1</sup>/<sub>4</sub> and E<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> Sec. 12 and N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec 13 all in Township 8 Range 2 East. Also the N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec. 13. T. 8 R. -2) East. Also the following lands in said County & State and within the corporate limits of the City of Canton to wit.

Beginning at a stake in the line between Section 18 and 19 in T. 9. R. 3. East on the East side of the Township Bluff and Canton Road, now known as Liberty Street. Thence North ten degrees, East forty poles to a stake. Thence North (82<sup>1</sup>/<sub>2</sub>) Eighty two and one half degrees East forty poles to the land of Mrs A. M. Gaudell. Thence South ten degrees west to a stake in the section line aforesaid. Thence South Eighty two and one half degrees west to the point of beginning containing ten acres more or less the same being known as the Gignby Place together with all improve ments thereon. To have and to hold unto the said Sallie Jane Olsen and her heirs forever

Witness my signature this 1st day May 1873  
 Christian Olsen

State of Mississippi  
 Madison County

Personally appeared before the undersigned James Priestly Clerk of the Chancery Court of the said County, the within named Christian Olsen, who acknowledges that he signed and delivered the foregoing Deed on the day and Year therein mentioned a us act and deed. Given under my hand and official seal at office this 1st day of May A.D. 1873.

James Priestly Clerk

Christiany Olsen } Filed for Record May 1<sup>st</sup> a. D. 1873 at 11  
 To & Deed } o'clock A. M. & Recorded May 1<sup>st</sup> - 1873  
 Bertha J. Olsen } James Poistley Clerk

In consideration of love and affection and one dollar cash in hand paid me, I hereby bargain, sell, alien and convey unto my daughter Bertha J. Olsen the following described real Estate lying and being in the County of Madison State of Mississippi and within the corporate limits of the city of Canton to wit:

A certain lot of ground beginning at the south west corner of the intersection of North and Liberty Streets Thence South along the west side of Liberty Street Eighty feet. Thence west two hundred feet to a stake Thence North Eighty feet to North Street. Thence East along the South side of North Street two hundred feet to the point of beginning, with improve ments thereon To have and to hold unto the said Bertha J. Olsen and her heirs forever

Witness my signature this 1<sup>st</sup> day May a. D. 1873  
 Christiany Olsen

State of Mississippi  
 Madison County } Personally appeared before the undersigned  
 Jas. Poistley, Clerk of the Chancery Court of the said  
 County, the within named Christian Olsen who acknowl-  
 edges 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 1<sup>st</sup>-  
 day of May A. D. 1873  
 J. Poistley  
 75-4

W. S. Kearney } Filed for Record May 2<sup>nd</sup> a. D. 1873 at 8  
 To & D. / T } o'clock A. M. & Recorded May 2<sup>nd</sup> 1873  
 W. B. Jones Trustee } James Poistley  
 Secured Jackson Bank } State of Mississippi County of Madison }  
 In consideration of Five Hundred Dollars  
 \$500.00, I hereby grant bargain, sell, convey and warrant  
 to The Jackson Bank the Lot and Store house situated  
 in the town of Flora described as follows:  
 Center Lot Twenty five feet front by one hundred deep  
 in the East half of Lot Eight (8) Square one (1)  
 In trust, to secure the payment of a certain promissory

note executed by me on this day and delivered to the said Jackson Bank for Five Hundred Dollars payable on the 15<sup>th</sup> day of November 1873 with interest at 8% from date. If this note shall be paid at maturity this deed to be void, but if default be made, it is agreed that W.B. Jones trustee herein shall sell said land & house at public outcry to highest bidder for cash, after advertising same by posting in three or more public places in said county for ten (10) days, the time place and cause of sale. And pay what may be due on said note and cost in this behalf. Any balance to be paid to me. Witness my signature this the 26<sup>th</sup> day of April 1873  
 T. S. Kearney

This day personally appeared before me the undersigned Mayor & Ex officio J.P. in and for said county the within named T. S. Kearney who, acknowledged that he signed and delivered the foregoing Deed of Trust at the time therein named as his act and deed.  
 Given under my hand this 26<sup>th</sup> April 1873  
 S. J. Conster  
 Mayor & Ex officio J.P.

Red & Leidy Harris } Filed for Record May 4<sup>th</sup> A.D. 1873 at  
 To 3 Warranty Deeds } 8 o'clock A. M. & Recorded May 4<sup>th</sup> 1873  
 Isaac Parks } James Pouletty clerk  
 and  
 Isaac Parks } Whereas in 1874 W. N. Blesser  
 To 3 Warranty Deeds } conveyed to red Harris an undivided  
 Red & Leidy Harris } one half interest in Lot No 13 as laid  
 down in Leach & Yeorgains addition to Canton as shown by  
 this plat recorded in Book Q page 434 & 435 in the Chan-  
 cery Clerk's office for Madison County Miss. which Deed  
 is Recorded in Book D. D. page 14. And whereas in 1878  
 J. M. Anderson Jr conveyed the other undivided one half  
 interest in said Lot No 13 to Millie Parks by Deed  
 recorded in Book D. D. page 114. And whereas in said  
 year the said Harris & Parks made a joint partition  
 of said Lot among themselves by which the said  
 Harris was to take the S 1/2 of said Lot 13 and the  
 said Millie Parks was to take the N 1/2 of said Lot  
 and whereas such division was made & each took



actual possession of the respective parts agreed upon as stated, the said Ned Harris agreeing to own said S<sup>1</sup>/<sub>2</sub> & the said Parks agreeing to own the N<sup>1</sup>/<sub>2</sub> of said Lot and neither was to have any interest in the Lot of the other so allotted and whereas the said Millie Parks died in 1872 intestate seized & possessed of the N<sup>1</sup>/<sub>2</sub> of said Lot 13 owing it entirely free from any claims of said Harris and left surviving as her only heir at Law her husband Isaac Parks, she not having any children or descendants of children and whereas the said Harris & Isaac Parks have decided to evince said Partition by this Deed. Now therefore in consideration of the premises, we Ned Harris & Selby Harris his wife do hereby convey & warrant unto Isaac Parks the said North half of said Lot 13, with privilege in Harris to remove the stable and I the said Isaac Parks do hereby convey & warrant unto the said Ned Harris the South half of said Lot 13 with privilege in Parks and his assigns to remove the house now occupied by him lying & being in the City of Canton County of Madison & State of Mississippi witness our hands & seals this the 3<sup>rd</sup> day of May A.D. 1873

Isaac <sup>his</sup> Parks (seal)  
 Ned x Harris (seal)  
 Selby Harris (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 Isaac Parks, Ned Harris & Selby Harris, 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 Official seal, at office, this 3<sup>rd</sup> day of May A.D. 1873 J. Priestly Clerk (seal)

R M. Nichols  
 To & Deeds  
 Madison County  
 State of Mississippi  
 Madison County

Filed for Record May 5<sup>th</sup> A.D. 1873 at  
 8 o'clock A.M. & Recorded May 5<sup>th</sup> 1873  
 James Priestly Clerk (seal)

For the consideration of Ten Dollars paid by the County of Madison, I have this day bargained sold and conveyed to the said County the

following described land for Road bed, commencing at the Sec. line between Secs 28 & 29 in Township 11. R. 4. E. & running West 320 yds. to the top of the hill near where the old jumping Gully Church stood & described as lying 28 yds. from the center of the original old Road to the South side ditch of the road now being deeded. Thence from the South side ditch North 30 feet to the North side ditch & described as lying Sec. 28. Township 11. Range 4. E. Bent. 5. Madison County State of Mississippi.

This the 29 day of April. A. D. 1893. R. M. Nicholes

State of Mississippi ( Personally appeared before the undersigned Madison County M. B. J. S. of the above State & County R. M. Nicholes who acknowledged that he signed & delivered the foregoing deed on the day & year therein named Given under my hand & official seal this 14<sup>th</sup> day of May 1893. E. H. Hart M. B. S.

Sampson B. & Katie M. Milder } Filed for record May 8<sup>th</sup> 1893  
 J. L. Deed of Trust } at 8 o'c am 1893  
 Albert R. Shattuck } Recorded May 8<sup>th</sup> 1893  
 British & American Mortgage Co. Limited } This Indenture made and entered into this 30<sup>th</sup> day of March A. D. 1893 by and between Sampson B. Milder and wife Kate Milder of the County of Leake 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. Witness, 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 of which is hereby acknowledged and the considerations hereinafter stated have granted bargained sold conveyed warranted and delivered and do by these presents grant bargain sell convey 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 Counties of Leake and Madison and State of Mississippi to wit:

West half of South West quarter and (30) thirty acres

For cancellation of this mat and made this day see Comm of attorngs Book No 1 page 396  
 For cancellation of this deed of trust made this day see Comm of attorngs Book No 1 page 397  
 W. H. Kemp & Co. J. M. Layton & Co.  
 W. H. Kemp Chancery Clerk

off of South End of West half of North West quarter section  
 (7) Town Township (10) Ten Range (6) Six East situated in  
 Leake les Mississippi.  
 Twenty Five (25) acres off South End of the East Half of  
 South West quarter and South East quarter less Twenty  
 (20) acres off North End section one (1) Township (10) Ten  
 Range (5) Five East. North half of section (12) Twelve  
 Township (10) Ten Range (5) Five East and situated in  
 Madison County Mississippi containing in all (595)  
 Five Hundred and ninety Five acres more or less I 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 par-  
 ty of the second part and his heirs executors and assigns  
 forever. This indenture is intended as a deed of trust for the  
 following uses and purposes, to wit: Wherein said Samp-  
 son B. Wilder of the first part is indebted to said British  
 and American Mortgage les, Limited in the sum of \$1600<sup>00</sup>  
 Sixteen Hundred Dollars for money lent as evidenced by  
 the five promissory notes of said Sampson B. Wilder of  
 the first part dated the 30th day of March A D 1893 and to  
 become due as follows to wit:  
 One note for \$160<sup>00</sup> One Hundred and Sixty dollars due Novbr first 1893 Fixed  
 One note for \$160<sup>00</sup> One Hundred and Sixty dollars due Novbr first 1894 Fixed  
 One note for \$160<sup>00</sup> One Hundred and Sixty dollars due Novbr first 1895 Fixed  
 One note for \$160<sup>00</sup> One Hundred and Sixty dollars due Novbr first 1896 Fixed  
 One note for \$1040<sup>00</sup> Ten Hundred and Forty dollars due Novbr 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 becoming  
 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 \$94<sup>65</sup> Ninety Four and 65/100 dollars due Novbr first 1893 Fixed  
 One note for \$152<sup>00</sup> One Hundred and Fifty Two dollars due Novbr first 1894 Fixed  
 One note for \$136<sup>00</sup> One Hundred and Thirty Six dollars due Novbr first 1895 Fixed  
 One note for \$120<sup>00</sup> One Hundred and Twenty dollars due Novbr first 1896 Fixed  
 One note for \$104<sup>00</sup> One Hundred and Four Dollars due Novbr first 1897 Fixed  
 All of which, both principal and interest notes are payable  
 in United States Gold coin of the present standard weight  
 and fineness to the British American Mortgage Company



Given 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, assess-  
 ments 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 \_\_\_\_\_ Dollars 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 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 the first part to  
 obtain or keep up the insurance, or to assign and deliver  
 said policies as hereinbefore 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 therefor by the debtor, 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 for.



vided 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. 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 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 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 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 Leake by public auction to the highest bidder for each 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 Leake, 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 creating in the purchaser or purchasers thereof good and sufficient title to the lands so sold, the usual recitals wherein shall be received in all courts of law or equity, as full and sufficient proof of the matters therein 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, including the commissions of said party of the second part, and five per cent. 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 Sampson B. Wilder of the first part.

In case of the refusal, 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 hereinbefore named; and should the 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 to the said parties 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 hereinbefore 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 tenants 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 on the day & year first mentioned  
 Sampson B. Wilder  
 Katie B. Wilder

State of Mississippi }  
 County of Leake }

Personally appeared before me a Justice of the Peace in and for said County the within named Sampson B. & Katie Wilder Wilder wife who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand this 15<sup>th</sup> day  
 of April A.D. 1893  
 Porter W. Hatten J.P.

Colts feet 300

Sus. H. Dickinson  
James Dickinson

Filed for record May 11th 1893  
And recorded May 11th 1893

Dea. to  
Aunt B. Daughtrey

J. Postell J.P.

In consideration of One Hundred dollars  
Cash in hand paid us by Aunt B. Daughtrey  
the receipt of which is hereby acknowledged We Sus. H. Dickinson  
and James Dickinson do hereby convey and quit claim unto the  
said Aunt B. Daughtrey the following described lot of land lying  
and being in the County of Madison and State of Mississippi  
to wit, Beginning on the north side of Academy Street at the  
south west corner of the lot now owned by Georgia Hubbard  
(formerly owned by Mrs. Austin) and running thence west along  
the north side of Academy Street to the south east corner  
of the lot formerly owned by Wm. E. Hark, thence north  
to the land of O. A. Lockett, thence east to the land of  
Kearney and thence south to the point of beginning so as  
to include one acre of land.

Witness our hands and seal this 8th day of May 1893

Sus. H. Dickinson [Seal]  
James Dickinson [Seal]

State of Mississippi  
Madison County

Personally appeared before the undersigned  
Justice of the Peace and Ex officio Notary Public in and for  
the County and State aforesaid the within named Sus. H.  
Dickinson and James Dickinson who declare that they signed  
sealed and delivered the foregoing quit claim conveyance as  
their act and deed

Witness my hand and official seal this 10th day of May 1893

E. C. Postell J.P.  
Notary Public



D. S. Hall Guardian *Filed for record May 11<sup>th</sup> 1893 at 3:00 PM*  
To T. Deed *Recorded May 11<sup>th</sup> 1893*  
J. P. Gravelly

By virtue of the authority conferred on me as guardian of the minor heirs of A. H. Pills dead by the decree of the Chancery Court of Madison County Miss. rendered on the 28<sup>th</sup> day of February 1893 confirming a sale made on the 23<sup>rd</sup> day of January 1893 in pursuance of a decree of said Court rendered on the 29<sup>th</sup> day of September 1892 I, D. S. Hall as such guardian in consideration of seventy five dollars to me paid by J. P. Gravelly do hereby convey to said J. P. Gravelly the following described lot of land in the city of Canton Madison County Miss to wit: That certain lot in Couch & Gearys addition to Canton designated as 1/2 Lot No 6 according to a plat of said Couch and Gearys addition recorded in Book "C" pages 434 & 5 in the Chancery Clerks office of said County.

Witness my hand this 11<sup>th</sup> day March 1893  
D. S. Hall

State of Mississippi  
Madison County

Personally appeared before me Jas. Prouty Clerk of the Chancery Court of the said County the name named D. S. Hall 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 11<sup>th</sup> day of May A.D. 1893

Letter chgs of

Jas Prouty Clerk  
By J. M. Grafton & Co

Mary A Gutz } Filed for record May 11<sup>th</sup> 1893 at 4:00 P.M.  
To & Deed } Recorded May 11<sup>th</sup> 1893  
J.P. Gravelly }

In consideration of three shares of the Capital Stock of the Canton Water Works & Electric Light Company, I, Mary A. Gutz do hereby convey and warrant to J.P. Gravelly the following described tract of land in the City of Canton Madison County Mississippi to wit: Commencing at a point on the Northern boundary line of Broad and Morgan's addition to City of Canton at the West side of the Northern terminus of Rail Road Street thence running North four hundred and seventy five feet thence East <sup>to the street</sup> that runs along side of the Illinois Central Rail Road on the West side of said R.R. thence in a southerly direction along the Western boundary line of said Street to a point due East from the point of beginning thence due West to the point of beginning being about 2 1/4 acres more or less. Said land being located in the Southern part of the E 1/2 Sec 13 T 9 R 2 East

This conveyance is made for the purpose and upon the condition that said land shall be used by said Water & Electric Light Co. in establishing a system of Water Works for the City of Canton. Now if said Company shall fail to establish water works for said City then & in that event said land shall revert to the grantors herein, To have and to hold the same to him the said Gravelly, his heirs and assigns subject to the reservation above provided for

Witness my hand this 26<sup>th</sup> day of July 1892 1892  
Mary Amelia Gutz

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Jas Priestly Clerk of the Chancery Court of the said County the within named Mary A Gutz who acknowledges that she signed and delivered the foregoing deed on the day and year therein mentioned as her act and deed

Given under my hand and official seal at office this 27<sup>th</sup> day of July A.D. 1892

Wells fees of

Jas Priestly Clerk  
By J.M. Crafton D.C.

Mary A Lutz Filed for record May 13<sup>th</sup> 1893 at 9 o'clock AM  
 To & Recd of Recorded May 13<sup>th</sup> 1893  
 J. P. Gravelly In consideration of  
 three shares of stock in Canton Water Works to me  
 paid by Frank P. Gravelly. I, Mary A Lutz do hereby convey  
 & warrant to said Frank P. Gravelly the following described  
 lot of land in the city of Canton Madison County Miss, to wit:  
 beginning at the S. W. corner of a lot conveyed by said  
 Mary A Lutz to said J. P. Gravelly by deed dated July 25<sup>th</sup>  
 1892, thence running West along the northern boundary line  
 of beach & Gargain's addition to Canton about sixty five feet  
 to a point where a post & wire fence (which runs North  
 and South) intersects with said boundary line, thence North  
 along the line of said fence four hundred and seventy five  
 feet - thence East along about sixty five feet to the N.  
 W. corner of the lot above mentioned thence South along the  
 Western boundary line of said lot to the place of beginning  
 four hundred and seventy five feet - said lot herein conveyed  
 being located in the S. E. corner of the N 1/2 E 1/2 Sec 13 T. 9  
 R. 2 E in Madison County.

Witness my hand this 13<sup>th</sup> day of May 1893  
 Mary Amelia Lutz

State of Mississippi  
 Madison County

Personally appeared before me Mayor  
 of the city of Canton & ex officio Justice of the Peace of said  
 County Mary A Lutz who acknowledges that she signed  
 and delivered the foregoing deed on the day and year aforesaid  
 for the purposes therein mentioned as her free act and deed

Witness my hand & seal of office this:  
 11<sup>th</sup> day of May 1893  
 A. J. Hill Mayor & Ex Off. J. P.

Cells fees of \_\_\_\_\_

J. H. Fyles deed to Miss Rena Simpson

State of Mississippi } Filed for Record May 12<sup>th</sup> 1893  
Holmes County } at 3 o'clock AM - Recorded May 12<sup>th</sup> 93

In consideration of the sum of One hundred dollars I hereby grant bargain sell and convey and specially warrant to Rena Simpson of the County of Madison & State of Mississippi the following described land and property: Twenty Three and 1/3 acres of land off the South end of East half of South West quarter and Twenty Three and 1/3 acres off the South end of the West half of South East quarter of Section Three and Thirteen and 1/3 acres off North end of the West half of North East quarter of sec Ten, all in Township Eleven Range Four East - also the West half of the North East quarter less twenty six and 2/3 acres off South end and less Thirteen and 1/3 acres off North end of Section Ten, Township (11) Eleven Range four East situated in the County of Madison State of Mississippi containing one hundred acres more or less

Witness his signature this the 11<sup>th</sup> day of March 1893  
J. H. Fyle

State of Mississippi }  
Madison County }

Personally appeared before me F. H. Hoffman Mayor of Pickens & Co officio J. P. the within named J. H. Fyle who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned Given under my hand the 11<sup>th</sup> day of December 1893

F. H. Hoffman  
Mayor of Pickens & Co officio

Colks chgs 4/-

William P. Dwyer } Filed for Record May 16<sup>th</sup> A. D. 1893 at 12  
To 3 Deed } o'clock M. & Recorded May 16<sup>th</sup> 1893  
J. H. Butler Post. B. S. } James Post. Clerk

"State of Mississippi Madison County"  
Know all men by these presents that D. William P. Dwyer of the town of Livingston County and State aforesaid do hereby bargain sell and convey unto the Honorable Board of Supervisors of Madison County and their successors for and in consideration of the sum of Thirty Dollars



"the receipt of which is hereby acknowledged" a certain strip of land for the purpose of a public road described as follows: Beginning at the ditch on the Livingston and Vernon Road & running along parallel with said Road a width of thirty feet & for a distance of one hundred and fifty yards to a large cotton wood tree and thence in a north westerly direction along said L & V Road a distance of ninety yards to a ditch & ground bridge to have and to hold said strip of land forever & the said William P. Dewees agrees to warrant & defend the title to said land for himself his heirs & assigns forever  
 Witness my hand and seal this 3<sup>d</sup> day of April A. D. 1873  
 William P. Dewees

State of Mississippi  
 Madison County } Personally appeared before me  
 John M. Graves, a Justice of the Peace in & for said  
 State & County Wm P. Dewees, Sr. who acknowledged that  
 he signed sealed & delivered the foregoing deed of conveyance  
 on the day & the year therein mentioned as his act & deed  
 witness my hand this 3<sup>rd</sup> day of April 1873  
 John M. Graves J.P.

John Waudy and Wife } Filed for Record May 16<sup>th</sup> A. D. 1873  
 By Deed of Release } at 2 o'clock P. M. & Recorded May 16<sup>th</sup> 1873  
 from the Equitable Mortgage Company } James Priestley clerk  
 Whereas John Waudy and Hannah  
 M. Waudy husband and wife, by their Deed of Trust, dated  
 the 24<sup>th</sup> day of March A. D. 1868, and Recorded in the Records  
 of Madison County Mississippi, in Book V V, at pages  
 29, conveyed to W. P. Churchill Trustee, the property in said  
 Deed described, in trust to secure to the Equitable Mortgage  
 Company, of Kansas City Mo., the payment of a certain  
 bond or promissory note for the sum of Three hundred & fifty  
 Dollars, and interest thereon according to the interest cou-  
 pons thereto attached, as in said deed fully described  
 and set forth; and whereas, the said John Waudy  
 and Hannah M. Waudy have fully satisfied said  
 bond or note, and are justly and legally entitled to a  
 full release of the said Deed of Trust.  
 Now, therefore, The said Equitable Mortgage Company,  
 of Kansas City, Missouri, does hereby Remire Release

and Quit Claims unto the said John Handy and Hannah M. Handy and their heirs the property in said Deed of Trust described reference being hereby made to the said record of the said Deed of Trust for a more particular description of said property.

To Have and to Hold the same, with all the appurtenances thereto belonging, free, clear and discharged from the encumbrance of the said Deed of Trust. The clerk of the Chancery Court, of said County, is hereby authorized and empowered to enter satisfaction upon the margin of the record of said Deed of Trust.

In witness whereof, the said Equitable Mortgage Company has caused this Deed of Release to be executed by its Vice President and its corporate seal to be affixed hereto this 10<sup>th</sup> day of May 1893

Real

Equitable Mortgage Company  
by Chas. Binj. Wilkinson Vice Pres-

State of New York  
County of New York } On this 10<sup>th</sup> May 1893 before me appeared Chas. Binj. Wilkinson to me personally known, who being by me duly sworn, did say that he is the Vice President of the Equitable Mortgage Company, of Kansas City, Missouri, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said Chas. Binj. Wilkinson acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony whereof, I have hereunto set my hand and affixed my notarial seal, at my Office in New York the day and year first above written.

A. W. Chamberlain  
Notary Public Real

John Handy & wife } Filed for Record May 16<sup>th</sup> A. D. 1893  
By Deed of Release } at 2 o'clock P. M. & Recorded May 16 1893  
from Equitable Mortgage Company } James Priestly clerk

Whereas John Handy & Hannah M. Handy husband & wife by their second Deed of Trust, dated the 24 day of March A. D. 1888, and Recorded in the Records of Madison County Mississippi, in Book 22, at page 133, conveyed to W. P. Churchill Trustee, the property in said Deed described, in trust to secure to S. R. Beston of

Hinda Leo Miss. The payment of a certain Bond or promissory note for the sum of Sixty Five + 67.00 Dollars and interest thereon as in said deed fully described and set forth; which note has been duly assigned to the Equitable Mortgage Co of Kansas City Mo and whereas, the said John Wandy & Hannah M Wandy has fully paid and satisfied said bond or note, and are justly and legally entitled to a full release of the said Second Deed of Trust

Now, Therefore, the said Equitable Mortgage Company of Kansas City, Missouri, does hereby Remise, Release and Quit-claim unto the said John Wandy and Hannah M. Wandy and their heirs the property in said Deed of Trust described, reference being hereby made to the said record of the said Deed of Trust for a more particular description of said property To Have and to Hold, the same, with all the appurtenances thereto belonging, free, clear and discharged from the encumbrance of the said second Deed of Trust. The Clerk of the Chancery Court, in said County, is hereby authorized and empowered to enter satisfaction upon the margin of the record of said Deed of Trust. In witness whereof, the said Equitable Mortgage Company has caused this Deed of release to be executed by its Vice President, and its corporate seal to be affixed hereto this 10<sup>th</sup> day of May 1843

State of New York  
County of New York

(Seal) Equitable Mortgage Company  
by Chas Benj Wilkinson Vice Pres-

On this 10<sup>th</sup> day of May 1843 before me appeared Chas Benj Wilkinson, to me personally known, who being by me duly sworn, did say that he is the Vice Pres of the Equitable Mortgage Company of Kansas City, Missouri; and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said Chas Benj Wilkinson acknowledged said instrument to be the free act and deed of said Corporation. In testimony whereof, I have hereto set my hand and affixed my notarial seal, at my office in New York the day and year first above written.

A. W. Chamberlain Seal  
Notary Public

For and in consideration of a check on The Capital State Bank for Thirteen hundred dollars which when paid transfers my right title and interest in the same to J.S. Gorman Aug 4th 93

Addie Long }  
T. S. Ward Trustee }  
Isidor Gross }

Filed for Record May 17th A. D. 1893 at 9  
O'clock A. M. & Recorded May 17th 1893  
James Priestley clerk

"State of Mississippi Madison County"

In consideration of \$ 1467 <sup>38</sup>/<sub>100</sub> Fourteen Hundred & Sixty seven and <sup>38</sup>/<sub>100</sub> - Dollars due Isidor Gross of Canton Miss. Said  
said interest & principal being due and payable on July 15th  
1893. I, Mrs Addie Long of Yazoo County Miss, do hereby  
bargain, sell & convey unto T. S. Ward Trustee all

the following property lying & being situated in said County  
& State & described by metes bounds and plats as follows to wit:  
All that part of S E 1/4 of N 10 1/4 of Section 8 & all that part  
of W 1/4 of N 10 1/4 of Sec - 9 - all in Townships - 9 - Range  
11 West & lying East of the Yazoo & Miss Valley R.R  
& East of the Flora & Vernon public roads

Also the following lots in the Town of Flora to wit:  
All of Lots No 7 in Square 1: & Lots No - 1 - 2 - 7 - & 8  
in Square 11 upon these Conditions: -

That should said Addie Long not fully pay off  
& satisfy the afore described debt, interest & costs of  
this deed by July 15/93. The said Ward shall ad-  
vertise said property for sale for Ten (10) days prior  
thereto, by written posters placed in 2 or more public  
places, stating time & place of sale which shall be at  
the Court House Door in Canton Miss. & sell said  
property at public outcry to the highest & best bidder for  
cash & out of the proceeds of said sale he shall pay  
off this debt & the costs of executing said trust &  
the over plus if any remains he shall pay Mrs  
Addie Long or her legal representatives & satisfy this  
deed upon the record

But if said debt shall be fully paid according to  
the terms herein before set out, then this conveyance  
is void & shall be so marked by said trustee upon the  
records. It is further understood & agreed that any  
all policies of fire Insurance held on to be here-  
after taken out by Mrs Addie Long upon said  
buildings situated upon said property to wit:  
The Hotel Building & out houses & the Dwelling and

The above instrument was entered on the back of a primary note for 1467 <sup>38</sup>/<sub>100</sub> dated Canton Miss May 15th 1893 & due July 15th 1893



outhouses on Lot 7. Square one & on Lots one-two-seven & Eight Square Eleven respectively shall be paid to said Gross in event of any loss or damage by fire to said building before July 15<sup>th</sup> 1893 or before this debt is paid. Should any policies now held by Mrs Addie Long be come of doubtful value to said Gross or expire before said date new Policies shall be taken out on said property by said Long for his benefit. Should said Ward fail from any cause to act as herein provided then his successor appointed by said Isidor Gross shall have as full power as vested in said Ward & all his acts shall be as valid and as binding as if performed by said Trustee herein named. ~~The words~~ (together with 2 1/2% per cent for advancing said amount) in the 4 & 5 lines erased before signing. Witness my hand this 15<sup>th</sup> of May 1893

Addie Long

State of Mississippi  
 Yazoo County } Personally appeared before the undersigned Justice of the Peace of the County of Yazoo the within named Mrs Addie Long, who acknowledges that she signed and delivered the foregoing Deed on the day and Year therein mentioned, as her act & Deed. Given under my hand and seal, at office this 16<sup>th</sup> day of May A.D. 1893

L. E. Vandevire J.P

Albert R Shattuck } Filed for Record May 23<sup>rd</sup> A.D. 1893 at 6 o'clock  
 2 1/2 Release } P. M. & Recorded May 24<sup>th</sup> 1893  
 M. A. & M. B. Cannon } James Priestley clerk

The British and American Mortgage Company (Limited) does hereby certify that a certain Trust Deed, bearing date the 16<sup>th</sup> day of November A.D. 1887. made and executed by Malcolm A and Mary B. Cannon to Albert R Shattuck as Trustee for said Company, for the sum of \$702.<sup>00</sup> and evidenced by five promissory notes of the same date for the same amount, which Trust Deed was filed for Record in the office of the Recorder of Madison County, State of Mississippi on the 2<sup>nd</sup> day of December A.D. 1887. and recorded in Book 22 of deeds on pages 440 & seq. is

Paid; and the said British and American Mortgage Company (Limited) does hereby consent that the property conveyed by the said Trust Deed shall be reconveyed by the said Trustee to the said Malcolm A. and Mary B. Cannon.

In witness whereof, the said British and American Mortgage Company (Limited) has caused its corporate seal and the signature of its Managing Director to be hereunto affixed. This 17<sup>th</sup> day of December A. D. 1892

W B Shattuck Seal  
Managing Director

In consideration of the payment of the trust deed named above, I hereby release, reconvey and quit claim unto the said Malcolm A. and Mary B. Cannon all the rights, title and interest that I have acquired, as Trustee, in the property above described.

Albert R. Shattuck's Trustee  
Seal

State of Louisiana

Parish of Orleans. On the 17<sup>th</sup> day of December A. D. 1892 before me, Charles P. Rowland a commissioner for Mississippi duly commissioned and residing in New Orleans, Louisiana personally appeared William B. Shattuck known to me to be the Managing Director of the British and American Mortgage Company (Limited) and Albert R. Shattuck the Trustee above named, who, being sworn, did depose and say that the foregoing instrument was executed by virtue of a resolution of the American Board of Directors of said Company, duly authorized, and that it was signed by them; and is deemed as the act and deed of the said Company for the uses and purposes therein mentioned. Deponent further says that he is acquainted with the seal of the British and American Mortgage Company (Limited) and that the seal hereunto attached is the seal of said Company.

Charles P. Rowland Seal  
Commissioner for the State of Mississippi  
In New Orleans, La.