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Canton Water Works and
Electric Light Company
To } Mortgage Deeds
Mississippi Valley Trust Company

Filed for Record May 24th A. D. 1893
at 10 o'clock A. M. & Recorded May 27th 1893
James Priestley Clerk

This indenture made and entered into the
ninth day of May, one thousand eight hundred and ninety three,
between the Canton Water Works and Electric Light Company,
a Corporation duly organized and existing under the laws of the
State of Louisiana and having its domicile in the City of
New Orleans, State of Louisiana, and principal place of business
in the City of Canton, County of Madison, State of Mississippi,
as party of the first, hereinafter for brevity called the "Water and Light
Company" and the Mississippi Valley Trust Company, a Corporation
organized and existing under the laws of the State of Mississippi
and having its chief place of business in the City of St. Louis,
Missouri, as party of the second part, as trustee, hereinafter
for brevity called the "Trustee", Witnesseth: - That,
Whereas at a meeting of the stock holders of said Water and
Light Company held in the City of New Orleans, Louisiana,
on the sixteenth day of March, one thousand eight hundred
and ninety-three pursuant to consent of all the stockhold-
ers of said Water and Light Company duly entered on
the records of said meeting, at which meeting the consent
of the persons holding the majority in value of all the
stock of said Water and Light Company was obtained
to the issuance of the Bonds hereinafter described, and
to the execution of this Mortgage deed of Trust, and to
the creation of the bonded indebtedness hereinafter de-
scribed, by the adoption of the following preamble and res-
olution to wit:

"Whereas, it is necessary for and this Company desires to
issue its bonds to the amount of Fifty thousand dollars
(\$50,000.) for the purpose of enabling it to build and con-
struct and pay for a system of Water and Electric Light
works in the City of Canton, Mississippi; and
Whereas, the said Canton Water Works and Electric
Light Company is authorized by section 17 of its
charter to borrow money for the purpose of constructing
and maintaining its said water Works and Electric
plant, and as evidence of the indebtedness of said Canton

Water Works and Electric Light Company for such loans to issue its corporate bonds or promissory notes and for securing the payment of the same to mortgage and pledge its corporate franchise and its real and personal property:

Be it Resolved, that the board of Directors of this Company are hereby authorized to issue the bonds of this Company, fifty in number, to be numbered consecutively from one to Fifty, both inclusive, of the denomination of one thousand dollars each, dated April the first, 1893, payable in twenty five years thereafter together with interest at the rate of six per centum per annum, payable semi-annually, to be evidenced by interest coupons upon said bonds, each of said bonds to be made payable in gold coin of the United States of America of the present standard of weight and fineness; said bonds to be valid only when authenticated by the certificate of the Mississippi Valley Trust Company as trustee, under the mortgage securing said bonds; and which bonds shall also bear proper registration clause, with the Mississippi Valley Trust Company as registrar: and

Be it Further Resolved, that the said Board of Directors be, and they are hereby, also authorized and empowered to secure said bonds by a mortgage or deed of Trust upon all the property of this Company, now owned or hereafter to be acquired, including rents, license fees, issues, incomes, profits, rights of way, privileges, contracts and franchises of this Company, including the franchise to be a corporation, and including all minutes of meetings of stock holders or directors, all account books and Vouchers, which said mortgage or deed of Trust shall be executed to said Mississippi Valley Trust Company as Trustee

"And the President and Secretary of this Company are hereby authorized to execute said bonds and said mortgage in such manner and form as the directors may approve, and

Be it Further Resolved, that the President and secretary be, and they are hereby, authorized to deliver said bonds and said mortgage or deed of Trust respectively, to the said trustee, and to the persons who may purchase said bonds, or loan money upon the same as security, under the direction of the board of directors of this Company."

And whereas, in pursuance of said preamble and resolution, the authority therein contained and as authorized to do by Law

The party of the first part by its duly authorized board of directors, at a meeting regularly held, has determined to issue said bonds to the extent of fifty thousand dollars, and to secure the payment of same, principal and interest, by this Mortgage or deed of trust. The said bonds being payable, principal and interest, in gold coin of the United States of America of the present standard of weight and fineness, and stand equally and ratably secured hereby without any preference whatever arising from time of issue or otherwise; and to be issued as required for the purpose aforesaid, and in the manner and under the conditions as herein provided; and each of said bonds to be duly executed by and under the seal of the said party of the first part, signed and attested by its president and secretary; and the interest coupons to be authenticated by or with the name of the secretary, lithographed thereon. And, upon each of said bonds being so signed, sealed, executed and authenticated, they are to be countersigned or certified by the said party of the second part in its capacity as trustee, which countersigning or certifying shall be conclusive, and the only sufficient proof that the said bond is secured by this indenture; and each of which bonds is substantially in the following form;

Number

\$1,000

United States of America
State of Louisiana

The Canton Water Works, and Electric Light Company
First Mortgage Bond

Twenty five years after date, for value received, The Canton Water Works and Electric Light Company, a corporation duly organized and existing under the laws of the State of Louisiana and having its domicile in the City of New Orleans, State of Louisiana promises to pay, in gold coin of the United States of America of the present standard weight and fineness, to the holder of this bond, or in case this bond be registered, then to the registered owner thereof, at the office of the Mississippi Valley Trust Company in the City of Saint Louis Missouri

— One Thousand Dollars!! —

And also interest thereon at six per centum per annum payable semi annually on the first days of October and April of each year, in like gold coin, on the presentation and

and remainder of the respective interest coupons hereto annexed at the office of said Mississippi Valley Trust Company. This bond is one of a series of fifty bonds of the denomination of one thousand dollars each, numbered from one to fifty inclusive, the payment of the principal and interest of which is secured by a mortgage or deed of trust conveying to the Mississippi Valley Trust Company, in trust for the holders of said bonds, the entire property, franchises, fixtures and incomes of said Canton Water Works and Electric Light Company, as specified in said mortgage or deed of trust, and which said mortgage or deed of trust as well as this bond have been duly authorized by resolution of the stock holders and directors of said Canton Water Works and Electric Light Company duly voted upon and adopted at legal meetings thereof.

If default shall be made in the payment of any semi-annual installment of interest on this bond, when the same shall become due and unpaid, and shall remain unpaid for ninety days after such demand, the principal of this bond shall become due and payable in the manner provided in said mortgage or deed of trust.

The Canton Water Works and Electric Light Company and all of its property is liable to pay this bond, but stock holders of the Company are not individually liable thereon or in respect thereto. Said Canton Water Works and Electric Light Company hereby waives the benefit of any extension, stay or appraisement laws now existing, or that may hereafter exist.

This bond is to be valid only when authenticated by the certificate endorsed hereon, required by the trustee, to the effect that it is one of the bonds described in said mortgage or deed of trust. In witness whereof, the said Canton Water Works and Electric Light Company has caused its corporate name to be hereto signed by its president and its corporate seal to be hereto affixed attested by its Secretary, this the — day of — A. D., 1843, and the annexed coupons to be executed with the lithographed signature of its Secretary.

Seal

Canton Water Works and Electric Light Company
 Attest By Edwin Jamison, President,
 N. C. Orrick Secretary

Form of Coupon.

30. # 30.

The

Benton Water Works and Electric Light Company
 will pay the bearer, at the office of the Mississippi Valley Trust Compa-
 ny, in the city of St Louis, Missouri, Thirty Dollars in
 good coin of the United States on the first day of — —
 being six months interest then due on its First Mortgage Bond
 No — —

N. C. Orrick
 Secretary

and each of said bonds shall have endorsed thereon the following
 certificate of the city officers:

City of Benton {
 State of Mississippi {
 County of Madison }

I, the undersigned, Mayor of the City of Benton
 Mississippi hereby certify that under an ordinance entitled "An Ordinance
 to provide for a system of water works for the City of Benton,
 Mississippi," etc., adopted by the City Council of Benton, Mississippi
 on the eight day of January, 1892, the City of Benton, Mississippi,
 has contracted with F. P. Gravelly, his heirs or assigns, for a
 period of twenty five years from the passage of said ordinance,
 and will pay to the trustee named in this bond the hydrant ren-
 tal as provided for in Section III of said ordinance, said
 hydrant rental to be devoted exclusively to payment of in-
 terest on these bonds

Mayor

Secretary of the City Council of Benton, Miss.

And each of said bonds shall have endorsed thereon the fol-
 lowing certificate of trustee:

Trustee's Certificate.

This certifies that the within bond is one of the bonds
 described in the within mentioned mortgage deed of Trust
 Mississippi Valley Trust Co

By _____ } Trustee
 President }

and each of said bond shall have endorsed thereon the
 following form for registration:

NO writing on this Bond except by an officer of the
 Mississippi Valley Trust Company.

Date
of Registry

In Whose Name Registered

Registrar

Now, Therefore, This Indenture Witnesseth: That the said party hereto of the first part for and in consideration of the promises and of the sum of one Dollar to it duly paid by the said party hereto of the second part, and in order to secure the payment of the principal and interest of the bonds secured hereby, according to the true legal tenor and effect thereof, and in the manner herein provided, hath granted, bargained and sold, assigned, released, transferred, mortgaged and hypothecated, conveyed and confirmed, and by these presents, doth grant, bargain and sell, assign, release, transfer, mortgage and hypothecate, convey and confirm, unto the said party of the second part, its lawful successor or successors in the trust hereby created, and its and their assigns, all the rights, powers, privileges and franchises which may have been granted or assigned to and confirmed upon said party of the first part by the State of Louisiana, or the State of Mississippi, the County of Madison, Mississippi, and the said City of Canton, Mississippi, including the franchise to be a corporation, and all other corporations and persons; or which may be hereafter so granted, assigned or conferred upon said party of the first part, together with all the real estate and property, real personal and mixed, now owned or which may be hereafter acquired by the party of the first part situated in the City of Canton, and in the County of Madison, and State of Mississippi, including the following described land known and designated according to the map and survey of the City of Canton, Mississippi, to wit:

Commencing at a point on the Northern Boundary line of Couch and Yorgans Addition to Canton at the west side of Rail Road St. thence running north 150 feet, thence west 60 feet, thence North 325 feet thence east to the street that runs alongside of the Illinois Central R. R. on the west side of the R. R. thence southerly along the western boundary line of said Street

to a point due east of the point of beginning thence due west to the point of beginning - located in the South East quarter Section 13 of township 9. range. 2. East. Also the South half of lot No 6. Louch and Ferguson's addition to Canton being $37\frac{1}{2}$ feet wide on Rail Road Street and 290 feet deep, and including especially all rights, powers, privileges and franchises under and pursuant to the following ordinances of the said City of Canton and any and all assignments thereof, to wit: (1) An ordinance entitled "An ordinance to provide for a system of water works for the city of Canton, Mississippi, authorizing F. P. Gravelly, or his heirs or assigns, to construct and operate the same; granting the rights to streets, alleys and public grounds to the said F. P. Gravelly, or his heirs and assigns, and contracting with said F. P. Gravelly for five purposes for a period of ten years - five years, or until the City shall purchase" passed January, 1872; (2) An ordinance entitled "An ordinance to provide for lighting the streets, buildings, public grounds, etc., by a system of electric incandescent lights in the city of Canton, Mississippi." passed January 8, 1872; (3) An ordinance amending an ordinance entitled "An ordinance to provide for a system of water works for the city of Canton, Mississippi," passed March 8, 1872; (4) An ordinance entitled "An ordinance fixing the points at which the fire hydrants contracted for by the city of Canton in an ordinance entitled "An ordinance to provide for a system of water works for the city of Canton, Mississippi, and authorizing F. P. Gravelly, or his heirs and assigns, to construct and operate the same, etc. shall be located," passed March 31, 1872; and (5) An ordinance entitled "An ordinance fixing the maximum annual rates which may be charged and collected by the Canton Water Works and Electric Light Company for water consumed in the city of Canton, Mississippi" passed March 31, 1872; and all sections and buildings, all machinery, engines, meters, mains, stand pipes, reservoirs, pipes, hydrants, wires, poles, lamps or other constructions, tools, implements or fixtures of every kind, and nature made, manufactured, constructed, built, laid, purchased, or in any way acquired or that

may be hereafter acquired in and about the construction, maintenance and operation of the water and electric light works in the city aforesaid, and also all the incomes, license fees, rents, profits, emoluments, and moneys derived from or that may hereafter be derived from said water and electric light work, including any sum or sums of money which may be paid by the said City of Canton under any and by virtue of any contract with it and including any revenue from any source what soever, and including all minutes of meetings of stock holders or directors, all account books and vouchers; together with all and singular the tenements, hereditaments, rights, privileges, easements and appurtenances belonging or in any wise appertaining to the property aforesaid, now or hereafter acquired, and the reversion and reversions, remainder and remainders, rents, incomes and profits thereof, and also the estate, right, title and interest, property, claim and demand whatsoever, at law or in equity, of the said party of the first part, and in and to the same and every part thereof.

To have and to hold the above described premises, property, franchises, rights, privileges, rents, issues, incomes, tolls, profits and appurtenances hereby granted, or intended so to be, unto the said party of the second part, and its successor or successors, and assigns forever; to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns.

In Trust, nevertheless, for the equal private benefits and security of all and every the persons and corporations who may be or become holders of any of the bonds issued hereunder, without any preference or priority of any one bond over another by reason of priority in time of issue or of negotiation thereof, or otherwise, and for the uses and purposes herein declared and expressed.

The said Water and Light Company, party of the first part hereby covenants and agrees to and with the said trustee party of the second part, for the benefit of the bond-holders secured thereby, that it will pay all lawful Taxes and Assessments upon the property hereby granted or conveyed, at any time legally levied and assessed thereon; that it will suffer no mechanics, statutory or Laborer's liens which shall have

priority over this Mortgage or deed of Trust to be created or placed upon any part or portion of said Water and Electric Light Works, or any part of the estate and property hereby granted or conveyed, to the end that the priority of this indenture shall at all times be maintained; that it will at all times, when demanded by the trustee. Keep insured from fire or explosion all of the property afore said hereby and herein conveyed, including such property as may be hereafter by it acquired; that it shall and will diligently preserve all the rights and franchises to it granted and upon it conferred, and shall and will at all times maintain, preserve and keep the same, and every part thereof, with all the fixtures, Machinery, Tools, implements and appurtenances of every kind and character in good repair and working order and condition, and shall and will, from time to time, make all needful and proper repairs, renewals, replacements, useful and proper alterations, additions, betterments and improvements. And, for the purpose of securing to the holders of any one of said bonds to be issued hereunder that none of said bonds shall be issued except as herein provided, it is hereby stipulated and agreed by said party of the first part that said Trustee herein, or its successors and assigns in said Trust, only shall certify and deliver said bonds; but in no case shall any of the bonds be certified by said second party, or its successors in said Trust, except upon written application of the party of the first part, expressed through resolutions of its board of directors adopted at a regular meeting or special meeting call for that purpose, wherein it shall be stated what amount of bonds are required at that time, and the purposes for which they are required; it being agreed, however, that the said board of directors shall apply to the trustee only for bonds for the sole purpose of paying for that part of Water and Light Company's plant that has now been bought, constructed or laid and for paying for extensions and betterments connected therewith; which resolution, when accompanied by the affidavit of the president and secretary of said Water and Light Company, shall be the authority, and sufficient authority, to the trustee to certify, to the extent so required, any of the bonds herein afore said.

And the said Water and Light Company further covenants that it will at all times hereafter, as long as any of the

bonds to be issued hereunder shall remain outstanding, pay the principal and interest of the said bonds at the times and in the manner therein provided, and generally do and perform all acts and things, promises, covenants and agreements in this indenture by its to be done and performed.

And it is hereby agreed and declared that the afore said described premises, property, rights, interests and franchises hereby conveyed or granted are to be held by said trustee and its successor or successors upon and for the trusts, uses and purposes following, to wit: First: This indenture is upon the express condition that the bonds issued hereunder shall pass by delivery or transfer upon the books of the said Mississippi Valley Trust Company after registration or ownership certified thereon by said Mississippi Valley Trust Company as registrar. No further transfer thereafter shall be valid, except on the books of the said registrar, unless transferred to bearer on said books, after which, this bond, so transferred to the bearer, shall pass by delivery as at first, but shall continue subject to registration and transfer to bearer successively, at the option of each holder.

Second: That if the party of the first part shall will and truly pay, or cause to be paid, to the holder or holders of said bonds the principal sum of money there in mentioned, according to the true intent and meaning thereof, with interest thereon, according to the terms and conditions thereof, and of the interest coupons thereto attached, then, and in that case, the lien or incumbrance hereby created for the security and payment thereof, and all the estate, right, title and interest of said party of the second part in and to the property afore said shall cease and determine; and, at the request of the said party of the first part, or its assigns, this indenture shall be satisfied and discharged and the release and satisfaction thereof shall be entered and recorded in each of the several places, in which this indenture shall have been recorded, at the cost of the said party of the first part.

Third: Until default shall be made in payment of principal or interest, or some part of either principal or interest, or in the performance of some other of the covenants, stipulations and provisions on its part, as herein provided, said party of the first part shall possess, control, manage, operate, use and enjoy the said water works and electric light plant.

together with all of its property, rights, franchises, machinery, tools, erections, appurtenances and equipment of every character and all other property belonging to the said party of the first part, and shall receive, take and use the rents, income, license fees, profits and tolls thereof for its own use and purposes, as if this indenture had not been made.

But in case default shall be made in payment of principal or of any interest on any of said bonds issued under and secured by this indenture, according to the tenor thereof, or of the coupons thereto attached, and if such default shall continue for a period of ninety days after demand in writing made for the payment of same at the office of the Mississippi Valley Trust Company in the City of St. Louis, Missouri, or in the performance of some other of the covenants, stipulations and provisions on the part of the party of the first part, and if such default shall continue for a period of ninety days, then, in either case, it shall be lawful for the trustee, party of the second part, or its successor or successors in this trust, by itself, its officers, Attorneys or agents, to enter in and upon, and take possession of all and singular the Water Works and Electric Light plant, property, rights, interests, rents, income, profits and tolls hereby conveyed and granted, or intended so to be, and each and every part thereof, and to exclude said party of the first part, and its agents, wholly therefrom, and to hold and use the same, and to control, manage and operate, by its officers, superintendents, managers, receivers, agents, servants, employees and Attorneys, the said water and electric light works and property, and to manage and conduct the business thereof, and to receive and collect the rents, license fees, issues, profits and tolls thereof, and to make from time to time, at the expense of the trust estate, all repairs and replacements and such useful alterations, extensions, additions and improvements thereto, as well in respect to the machinery, tools, pipes and implements as to the buildings, erections and all appurtenances thereof, and all other matters and things which will promote the interest of the parties hereto, as may seem to it, the said trustee, judicious and proper, and to collect and receive all tolls, income, license fees, rents, issues and profits of the same and every part

There of, and after deducting the expenses of operating said water and Electric Light Works system and conducting its business, to pay all proper and legitimate debts and obligations, and for all repairs, replacements, alterations, extensions, additions and improvements aforesaid, and all taxes and assessments and other proper charges upon the said property and premises, or any part thereof, as well as a just and reasonable compensation for its services and the services of all agents, clerks, servants and other employees properly engaged or employed, including reasonable attorneys and solicitors fees, and to apply the money arising as aforesaid to the payment of interest in arrears, or which shall become due on the outstanding bonds secured hereby, in the order in which said interest shall be or become due, payable to the persons holding coupons thereof; and after paying all such interest which shall have become due, to apply the same to the payment of the principal of the aforesaid bonds which may at any time be due and unpaid, ratably, without discrimination or preference; and further provided, that if the said party of the first part, at any time hereafter, before the full payment of the said bonds, and whenever it, the said party of the first part, shall deem it proper and expedient for the better security of said bonds, and it shall be willing to voluntarily surrender to said trustee, or its successor or successors, in this trust, possession, control and management of the said water and Electric Light Works and property and business thereof for any term of years, certain or indefinite, although there may not have occurred such default as to entitle said party of the second part to enter into possession of the whole or any part thereof, it shall be the duty of the trustee, or its successor or successors in this trust on any such surrender and delivery to enter into and upon the premises so surrendered and delivered, to take and receive possession, control, and management thereof for said term or terms of years, certain or indefinite, as may be agreed upon by the parties hereto, but without prejudice to the rights of the party of the second part subsequently to insist upon and maintain such possession, control and management beyond such term, whenever it may have been entitled thereto, if such voluntary surrender had not been made. And upon the Voluntary

surrender and delivery of said property, or any part thereof, as aforesaid, the party of the second part, or its successors or successors, in this trust, shall, during the time for which said possession or control shall be taken by it, and while the same shall remain in its possession thereunder, receive the incomes and revenues thereof, and work, use, manage, control, operate and employ the same in such lawful way as may be most beneficial to the holders of said bonds intended to be secured hereby, and of the said party of the first part, in all respects in accordance with the and the provisions herein.

Fourth: In case default shall be made in the payment of any interest upon any of said bonds, or the principal thereof, when the same becomes due and is demanded as aforesaid, or in the performance of any covenants, promises or agreements on the part of the party of the first part herein contained, and shall continue for ninety days, as aforesaid, it shall be lawful for the said trustee, party of the second part, or its successor or successors in this trust, after entry as aforesaid, or other entries, or without entry, by its attorney or attorneys, officers, agent or agents, to sell and dispose of all and singular the said Water and Electric Light Works and appurtenances, property and premises, rights, privileges, interests, incomes, issues and tolls, license-fees, profits and franchises hereby conveyed or granted, or intended so to be, at public auction to the highest bidder for cash at such time and place in the city of Canton, and state of Mississippi, as it may designate, after first giving public notice of the time, terms and place of said sale by advertisement published once a week for a period of three months in one or more newspapers published in the city of Canton, State of Mississippi, and elsewhere if, in the judgment of said trustee, it shall seem best to publish said notice elsewhere than in the said city of Canton, with the right to adjourn such sale or sales from time to time, in the discretion of the trustee, giving reasonable and legal notice of the adjournments, and, after so adjourning, to make the sale at a time and place to which the same may be adjourned; and, on the consummation of the sale upon the terms and

and conditions thereof, as the attorney or attorneys of the party of the first part, or otherwise, make and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds in law in fee simple; which sale, made as aforesaid, shall be a perpetual bar, both at law and in equity, against the party of the first part, and all other persons lawfully claiming or to claim said water and electric light works and appurtenances, property and premises, rights, interests, license fees, issues, incomes, tolls, profits and franchises, or any part thereof, so sold by, from, through or under it. And after deducting from the proceeds of such sale just allowance for all expenses of such sale, including attorneys and counsel fees, and all other expenses, advances and liabilities which may have been made or incurred by the said trustee in operating said water and electric light works, or in maintaining the same, or in managing its business while in possession thereof, and all demands which may have been met by it for taxes and assessments and other proper charges upon the said water and electric light works and appurtenances, property and premises, rights, interests and franchises, or any part thereof, as well as a reasonable compensation for its own services, there to apply said proceeds to the payment of the principal of such of the aforesaid bonds as may be at such time unpaid, whether the same shall have previously become due or not, and of the interest which shall at that time have accrued on the said principal and be unpaid, without discrimination or preference, but ratably to the aggregate of said unpaid principal and accrued and unpaid interest added together; and after satisfaction of all said bonds secured hereby, with the interest thereon to pay over the surplus of said proceeds, if any, to the party of the first part, or such party as may be entitled to receive the same.

This provision is cumulative to the ordinary remedy by a fore closure in the courts; and the trustee herein, or its successor or successors in this trust, upon default being made as aforesaid, may, in its discretion, and upon the written request of the holders of one-fifth in value of said bonds then unpaid, shall, upon being properly indemnified to its satisfaction, institute proceedings to fore close this mortgage or deed of Trust, and

in such manner, by sale under the power here in given or by suit, as the one fifth of said bond holders may direct, and if no direction is given in this behalf, then in such manner as to the said trustee may seem most expedient. For the debt or bonds secured hereby, the said Water and Light Company, party of the first part, is liable in personae, and any deficit, after exhausting the Mortgage security, may be enforced against the said Water and Light Company, but not against the stock-holders individually.

Fifth: In case default shall be made in the payment of any semi-annual installment of interest on any of the bonds at the time and in the manner in said bonds and interest coupons provided, and if such default shall continue for a period of ninety days after due demand made for payment as aforesaid, then, in such case, the principal sum of all the bonds secured hereby shall, in case a majority in interest of the holders of said bonds, in writing, so elect become and be immediately due and payable, anything contained in the said bonds to the contrary notwithstanding. And a majority in interest of the holders of said bonds may, by written instruments or concurrent written instruments under their hands, declare, or instruct the said trustee to declare, said principal of said bonds to be due and immediately payable, or may waive, or may instruct the said trustee to waive, any default in the payment of principal or interest, on such terms and conditions as such majority in interest may deem proper; provided always, and it is hereby declared, that no such action of the trustee or bond-holders shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom; but subsequent defaults in the payment of principal or interest may, in like manner, be waived at any time before the entry of a decree of foreclosure by a majority in interest of the bonds secured hereby.

Meetings of the holders of said bonds secured hereby for the determination of, or action upon, any of the questions upon which, by any of the provisions herein, a majority in interest of said bond holders may have the right to decide, may be called by the said trustee, or in such other mode as may be - from time to time,

fixed by such majority in interest of the holders of said bonds in respect to such meeting. Until said bond-holders shall so act, such powers may be exercised by the trustee in this trust and all acts or resolutions of the said bond-holders, affecting the rights or remedies for the benefit of said bond holders, or the duties of the trustee or the interest of the trust hereby created, shall be authenticated by the signature of all the persons assenting thereto. But, it is understood, and hereby expressly ~~understood~~ declared and agreed, that no act or resolution of any meeting of bond holders, or of the trustees, nor any act or regulation of, or instrument executed by, a majority in interest of all said bondholders shall control or affect the rights, interests and remedies, legally or equitably, of any non-assenting bond-holders, except in the particulars and to the extent to which the same is expressly made controlling by the provisions contained herein.

Sixth: The said party of the first part shall, and hereby doth, covenant and agree to and with the said party of the second part, and its successor or successors in this trust, on behalf and for the benefit of the said bondholders intended to be secured hereby, that it will, from time to time, and at all times hereafter upon reasonable request, make, do, execute, acknowledge and deliver all such further acts, deeds, conveyances for the better conveying and assuring unto the said trustee, and its successor or successors in the trust hereby created, upon the trust and for the purposes herein expressed or intended, all and singular, the premises, property, equipments, appurtenances, rights, franchises, interests, rents, license-fees, issues, incomes, tolls, and profits hereby granted or conveyed in trust, or agreed or purporting or intended to be, whether now owned or possessed by or vested in the said party of the first part or subsequently acquired by or vested in, or that it may hereafter acquire or become owner of, and all of the property and things whatsoever which may be hereafter acquired in aid of or by way of substitute for, or whatsoever may be used for the purposes of the same, or any part thereof, and all franchises now held or hereafter acquired, relating thereto, including the franchise to be a corporation, as may be deemed proper and expedient,

subject, however, to the limitations and conditions herein provided as to after-acquired property.

Seventh; Said Water and Light Company, party of the first part, for itself and all other persons hereafter claiming by, through or under it, and who may, at any time hereafter become holders of liens junior to that of these presents, hereby expressly agree that there shall at no time, while this mortgage is in force be made any second or subsequent mortgage covering the property hereby mortgaged, or intended so to be, that shall become due prior to the maturity of the bonds hereby secured, and that any such mortgage if executed, shall be invalid and of no effect; and also hereby expressly waives all right to have the assets comprised in the security intended to be created by these presents marshalled upon in any foreclosure or other enforcement thereof, and it is expressly hereby agreed and declared that the trustee herein, and any court in which foreclosure of this mortgage or administration of the trust hereby created is sought shall have the right to sell the entire property of every description comprised in or subject to the trust of these presents as a whole, in one single lot, if it shall in its discretion think best; and a majority in interest of said bonds may by an instrument, or concurrent instrument, in writing direct the trustee, or petition the court, to sell the property hereby mortgaged, or intended so to be, in such manner.

Eighth; Said Water and Light Company, party of the first part, for itself, its successors and assigns, and so as to bind all persons who may claim through or under it as assignees, junior encumbrancers, lien holders or otherwise, doth hereby irrevocably waive the benefit or advantage of any or all Valuation, Stay, Appraisement, Redemption or Extension laws, and all laws requiring mortgages on liens, by forfeitures or other securities, for money to be foreclosed by a sale, theretofore not existing or which may exist in any state wherein the property to be sold hereunder, or any part thereof, may at the time of sale be situated or where the said sale may take place, which, but for this provision herein might prevent or postpone

a sale of said premises, property, rights, and interest to the purchaser under the powers and upon compliance with the provisions herein provided. And said property party of the first part does hereby covenant with said party of the second part, said trustee, and its successor or successors in the trust hereby created, that it will not in any manner set up, or seek to take the benefit or advantage of any such violation, stay, appraisement, redemption or extorsive laws.

Ninth: It is further mutually agreed by and between the parties hereto, and is hereby declared to be a condition on which the said parties of the second part and its successor or successors in the trust hereby created, have assented to the trusts and accepted its trust, that the said trustee, and its successors in this trust, shall not in any manner be held responsible for persons employed by them, unless guilty of culpable negligence in the selection of such employees; nor shall the trustee be answerable, except for its own willful default; and in all cases the then present party of the second part shall be authorized to pay such reasonable compensation as it shall deem proper to all the officers, attorneys, agents, servants and employees whom it may reasonably employ in the management of this trust, and that the said trustee, and its successor or successors, shall have and be entitled to just compensation for all services it may render in connection with the management of the trust hereby created, to be paid by the party of the first part or out of the trust estate. And it is agreed and hereby provided that the said trustee, and its successor or successors in this trust, may be removed and a successor be appointed at any time by any court of competent jurisdiction upon application of a majority in interest of the holders of the then outstanding bonds hereby secured. And it is also agreed and hereby provided that the holders of the majority in value of the outstanding bonds secured hereby may, upon their own motion, at any time, with or without cause by an instrument or concurrent instruments in writing, signed by them to that effect, and without calling a meeting of the bondholders for that purpose, remove the said trustee,

and any successors to the trust hereby created, and in writing, under seal, appoint one or more trustees herein, whether the last trustee shall have been appointed by a court of competent jurisdiction or otherwise, any thing to the contrary, not withstanding. In case of such removal and appointment of trustee by the bond-holders, the writing shall be signed by each bondholder, or his or her agent, stating the place of residence of such holder, and the serial numbers and amounts of the bonds; and in every case the affidavit of the holder shall accompany the instruments of removal and appointment, to the effect that the party signing such instrument is the owner or holder of the bond for which he or she signs, and stating the serial number and amount and value of such bond, and the owner or holder's place of residence. It is also hereby expressly agreed and provided that in case of the appointment in any of the modes herein provided of a successor or successors to the trust hereby created, such successor shall be invested with all and singular the powers and duties hereby conferred and imposed upon the said trustee herein and hereby designated, so long as he, ^{it} or they shall remain successor trustee. It is also expressly agreed and provided that the said trustee and its successor or successors in this trust shall not in any manner be responsible for the recording of or for recording or not recording this indenture, either as a chattel mortgage or otherwise, nor for insuring or not insuring any part or portion of the property hereby granted or conveyed, nor for the lapse, renewal or non-renewal of any premium or policy insuring the same; and that, at its option, said trustee, or its successors, shall not be required to act or exercise any of the powers herein conveyed to or conferred upon it until it has been indemnified to its perfect satisfaction, and that, at its election, it may refuse so to act or recognize any person claiming to be holder and owner of any of said bonds or coupons, or any part of either, until the said bonds and coupons shall have been deposited with the said trustee, and that said trustee shall have the right, at its election, to require said bonds and coupons to be deposited with it as proof of ownership of the same.

Tenth: The said trustee, party of the second part hereby promises and agrees that in no case will it deliver to the said Water and Light Company, party of the first part, or to any other person or persons, any of the bonds secured hereby, except in conformity with the provisions of this instrument.

Eleventh: The said trustee, or its successor to this trust shall have the right, and it is hereby expressly empowered and authorized, on any sale or fore closure of this mortgage or deed of trust to buy and convey the mortgaged property at a price not exceeding the amount of the mortgage bonds secured hereby and the unpaid interest due thereon, and to hold and possess the property so purchased, and to control, manage, use and operate the same, and receive the incomes, rents issues and profits thereof, upon the trusts and subject to the covenants and conditions of this indenture.

Twelfth: In case of any fore closure, sale, or of any sale made under any of the provisions of this mortgage or deed of trust, the purchaser or purchasers thereof shall be entitled, in making settlement for and payment of the purchase money therefor, to deliver to the said trustee towards the payment of said purchase money, any of the said bonds and interest coupons secured hereby and held unpaid by said purchaser or purchasers, counting said bonds and interest coupons for such purpose at a sum not to exceed that which shall be payable out of the net proceeds of such sale, to the holder or holders of such bonds and interest coupons, as his or her or their share or proportion in that character of such net proceeds of sale, allowing for the proportional payment which may be required in cash for the costs and expenses of the sale, which proportion of each payment shall be determined and announced by the said trustee at any such sale and, if said proportional sum shall be less than the amount of such bonds or interest coupons, to make such settlement by receipt thereon for the amount to be credited thereupon.

Thirteenth: For the purpose of carrying out the trusts and objects of these presents, the said trustee or its successor to this trust, may, whenever it shall deem expedient, call a meeting of the holders of said bonds

received hereby, in such place and upon such notice, and under such regulation as it may deem proper, but no decision of any majority in amount at any such meeting shall be of any effect unless the same appear duly authenticated by an instrument or concurrent instruments in writing, signed by the persons holding said majority, and proved as hereby provided.

Fourteenth: The execution of any instrument or affidavit required by any provisions of these presents to be executed by a majority in amount of the holders of the bonds received hereby, then outstanding, shall be deemed sufficient proof of their respective execution of such instrument or concurrent instruments and of any procuration or power of attorney under which any signer may claim to act, and their holding of the said bonds, respectively stated to be held by them, such bonds being identified by their serial numbers and amounts as afore said, shall be certified by a notary public or other person authorized to take acknowledgments of deeds, with his seal of office affixed, and any certificate and seal purporting to be a notarial certificate and seal, or certificate and seal of any other officer authorized to take the acknowledgment of deeds, shall be sufficient evidence of the official character of the person making said certificate.

Fifteenth: The said trustee, or any successor to this trust, may permit said water and light company, party of the first part, if not in default in the payment of interest on said bonds, to sell any machinery, tools, implements, material or other property theretofore acquired for the use and operation of said Water and Electric Light Works, or any part thereof, and which may no longer be necessary or useful in the operation of the same; but upon the fundamental condition only that the purchase money shall be received by the then trustee, or the property so sold be replaced by other property of the same character and value, which property, so replaced shall immediately become subject to the lien, trust, and provisions of these presents; and such purchase money shall be received by said trustee, or the property so sold be so replaced by other property, before any instrument releasing

The line of this indenture shall be delivered by the trustee
 Sixteenth: The words "trustee"; "said trustee", and "party of
 the second part," as used in this instrument, shall be construed
 to mean the trustee or trustees for the time being of this mort-
 gage or deed of Trust; and whenever a vacancy shall exist, or
 any change of trustee shall be made, to mean the surviving
 or continuing or successor trustee, and any surviving, continuing
 or successor trustee herein shall be possessed of and be fully com-
 petent to exercise all the powers and duties by these presents
 granted to and conferred upon the trustee named in this
 indenture as the party of the second part.

In Witness Whereof, the said Canton Water Works and
 Electric Light Company, party of the first part, has caused
 its corporate name to be hereunto signed by its President
 and its corporate seal to be hereunto affixed attested by its
 _____ secretary; and the Mississippi Valley Trust Company,
 party of the second part, has signified its acceptance of the trust-
 ship herein created by like wise causing its corporate
 name to be hereunto signed by its president and its cor-
 porate seal to be hereunto affixed, attested by its _____
 secretary, the day and year first herein above written

Seal

Canton Water Works and Electric Light Company
 By Irwin Jamison President.
 Attest: W. C.errick Secretary.

Seal

Mississippi Valley Trust Company
 By John S. Walsh President.
 Attest: Brock Jones Secretary.

State of Louisiana }
 Parish of Orleans } S.S

Personally appeared before me Edgar
 Grinia, a notary Public in and for the Parish of Orleans,
 State of Louisiana duly commissioned and qualified the within
 Irwin Jamison President of the Canton Water Works and Electric
 Light Company of the State of Louisiana and city of New Orleans
 who acknowledged that he signed & delivered the foregoing
 Deed of mortgage in his said capacity on the day and
 year therein mentioned as the act and deed of the said
 Canton Water Works and Electric Light Company and under
 authority of the Board of Directors of said Company. Irwin

under my hand and seal this 23rd day of May A.D. 1893
Edgar Grimm
Not. Pub.

State of Louisiana }
City of New Orleans }

On this ninth day of May 1893 before me a duly qualified and commissioned Notary Public in and for the Parish of Orleans personally came and appeared Irwin Jamison President of the Canton Water Works and Electric Light Company of State of Louisiana and City of New Orleans with whom I am personally acquainted who being by me first duly sworn says that he is the President of the Canton Water Works and Electric Light Company and that his signature to the within mortgage was thereto subscribed by authority of the Board of Directors of the said Canton Water Works and Electric Light Company

seal

Witness my hand and seal at New Orleans La this 9th day of May A.D. 1893
Geo. C. Priest
Notary Public

State of Missouri } S.S.
City of St. Louis }

On this fifteenth day of May A.D. 1893 before me, a Notary Public within and for said City and State appeared Julius S. Walsh to me personally known who being by me duly sworn did say that he is the President of the Mississippi Valley Trust Company (a corporation of the State of Missouri) and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and delivered in behalf of said Corporation by authority of its Board of Directors and said Julius S. Walsh acknowledged that he signed and delivered the said instrument as the free act and deed of said Corporation.

Given under my hand and official seal this fifteenth day of May A.D. 1893
Fredk. Vierling
Notary Public City of St. Louis Mo

My Commission expires May 9th 1896

Chas. E. Lee 10⁰⁰

Miss Alice White } Recorded June 1st 1893 and filed for
 To 2 Deed } Record June 1st 1893 at 8 o'clock am
 Mrs Emma Stein } For a valuable
 consideration I grant bargain sell and convey to Mrs Emma
 Stein and her heirs in fee simple forever all my legal and
 equitable present and future right title and interest in and
 to the following land with the tenements, hereditaments and appur-
 tenances thereunto belonging lying and being situated in
 Madison County Mississippi and known as the NE 1/4
 of section 5 Township 10 Range 5 East and S 1/2 of SE 1/4
 of section 32 Township 11 Range 5 East less about 70
 acres more or less lying West of the public road running
 from the old wire road to the old Mc-Mourtray Mill
 by the last will and testament of William White. decd
 the aforesaid land was devised to me and my mother
 Caroline White jointly during her life and at her death
 I was to take the entire said land in fee simple for-
 ever I covenant to warrant the title to the aforesaid land
 to Mrs Emma Stein and her heirs forever against the
 claim or claims of myself, my heirs and assigns. In
 testimony whereof I witness my name this the 23rd day of
 February 1893

S. A. White

State of Mississippi }
 Madison County }
 "

Personally appeared before me a Justice
 of the Peace of the County aforesaid Miss S. A. White who
 acknowledged that she signed and delivered the foregoing
 Deed as her own act and deed on the day and year
 therein named.

Witness my hand this 23rd day of February 1892

John J. Jones

Lucien C. Lyons } Filed for record 14 June 1893 at 9 06 am
 To 2 Declaratory of Title } Recorded June 14 1893
 George A. Whitney & Co. }

This instrument of writing made and executed this twenty ninth day of May 1893 Eighteen hundred and ninety three by Lucien C. Lyons Agent and trustee of New Orleans La. Notarially that where as by a deed dated April 11th 1893 duly recorded in the office of the clerk of the Chancery Court of Madison County Mississippi in Record of Deeds Book "B B B" pages 475, 476 and 477 Mrs Mary D. Robinson of Madison County Mississippi sold and conveyed by Warranty Deed to said Lucien C. Lyons Agent and Trustee, the following described property, to wit:

All and singular the following described tract or parcel of land situated lying and being in the County of Madison 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 therefrom in favor of Mrs Mary D. Robinson and of the heirs of her body during her and their natural lives the use usufruct and enjoyment of it.

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

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 East of what is known as the Home Spring and running thence South, Two chains; thence West Five chains, thence North Two chains; and thence East Five chains to the point of beginning; together with all the tenements and hereditaments thereto belonging or in any wise appertaining. Where as said sale and conveyance was thus made to said Lucien C. Lyons as the Agent and Trustee of George A. Whitney & Co. Hermann R. Goyens. Sadore Herschheim. William W. McWhan. Edward S. Shepherd. Pearl Wright. Louis P. LeBarthe. Frederick G. Ernst. Charles Schaub and Clarence O. Wilcox.

Now therefore in consideration of the premises the said Lucien C. Lyons agent and trustee as aforesaid does hereby formally

and publicly declare and acknowledge that the aforesaid purchase of said property was thus made by him as agent and trustee for the account and benefit of said George A. Whitney: J. L. Lyons & Co.; Hermann R. Goyere: Sidoré Herushim, William W. McWhan; Edward T. Shepherd; Pearl Wright; Louis P. DeBautte; Frederick G. Ernst; Charles Schrenck and Clarence O. Milcox; that he said Lucien E. Lyons has no proprietary rights, title or interest whatsoever, in and to the aforesaid lands thus conveyed to him, as aforesaid; that the title to said lands was placed in his name as agent and trustee for convenience only, and that he makes the written, formal and public declaration for the purpose of vesting the title to said property in the said George A. Whitney: J. L. Lyons & Co.; Hermann R. Goyere; Sidoré Herushim; William W. McWhan; Edward T. Shepherd; Pearl Wright; Louis P. DeBautte; Frederick G. Ernst; Charles Schrenck, and Clarence O. Milcox who are and have always been the real, true and lawful owners thereof; and to serve and avail as occasion shall or may require.

In faith whereof, he the said Lucien E. Lyons has signed these presents at New Orleans, La. on the day and date first before written.

In presence of: Lucien E. Lyons
 D. D. Bonner
 R. Boris Blave

State of Louisiana }
 Parish of Orleans }
 City of Orleans }

On the twenty ninth day of May in the year of One Thousand Eight Hundred and Ninety Five before me personally came the within named Lucien E. Lyons Agent and Trustee who is personally known to me to be the individual described in, and who executed the foregoing instrument and who acknowledged that he executed the same as his act and deed on the day and year therein mentioned.

Given under my hand and official seal at New Orleans La. on the day and date first above written

Benjamin Ory Not Pub
 Commissioner of Deeds for Miss in

John M. Foster
 To & Need
 Geo. Harry Hall

Filed for record June 1st 1893 at 10:00 AM
 Recorded June 1st 1893

In consideration of the sum of Fifty Dollars cash in hand paid me by George Harvey, L. Frost, B. F. Abuse, James Priestley, C. S. Priestley, John R. Cameron, R. L. Lee & W. H. Powell the receipt of which is hereby acknowledged, I, John M. Foster do hereby convey & warrant unto the said George Harvey, L. Frost, B. F. Abuse, Jas Priestley, C. S. Priestley, John R. Cameron, R. L. Lee & W. H. Powell and to the survivor or survivors of them the following described real estate lying in Madison County State of Mississippi, to wit:

(Lot No 7 in Section 4 in Town 8 Range 4 East less 20 acres off the North end of said "Lot." I reserve the right to cut timber and remove the same from said land whenever I see fit.)

I convey and quit claim to said grantees all my right, title and interest of in and to the bodies of of water known as "Duck Pond" or "Magnaders Lake" or "Pocket" & "old River": the old river lies nearly opposite the present property owned by said grantees. Witness my hand and seal this the 15th day of May 1893

John M. Foster

State of Mississippi
 Madison County

Personally appeared before the undersigned M. Allen Clerk of the Circuit Court of the said County the within named John M. Foster 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 1st day of June A.D. 1893.

M. Allen Clerk

(Seal)
 Clerk of

Henry Mataw and Wife
Post D / T
Phillip Hart Trustee
for Dreyfus & Archer

Filed for Record June 3rd A. D. 1843
& 3 o'clock P. M. & Recorded June 3rd 1843
Jas. Pointing Clerk

Whereas, we Henry Mataw and wife Anna Mataw owe S. Dreyfus and J. Archer, Jackson, Miss the sum of Two Thousand, One Hundred Dollars evidenced by our three promissory notes, each for seven hundred dollars, dated June 1. 1843, and payable to the order of Dreyfus and Archer, bearing interest from date at ten per cent per annum, one note due Oct. 1. 1843, one note due Oct. 1. 1846, and one note due Oct. 1. 1847, and whereas we are anxious to secure the payment of said indebtedness at the maturity thereof: Therefore in consideration of Five Dollars to us paid by Phillip Hart (Trustee) the receipt whereof is hereby acknowledged we Henry Mataw and Anna Mataw convey and warrant unto said Phillip Hart Trustee, the lands and property situated in the County of Madison and State of Mississippi, described as:

The North East Quarter and East half of North West Quarter in Section Nine and the West half of the North West Quarter in Section Ten, All in Township Seven Range one East — (NE 1/4 & E 1/2 NW 1/4 Sec 9, T. 7. R. 1. E and W 1/2 NW 1/4 Sec 10, T. 7. R. 1. E) containing in all 320 acres and being the place formerly known as the E. H. York Plantation

This conveyance is in trust: Should we pay said indebtedness and interest owing thereon at maturity, this conveyance shall be void, otherwise, at the request of said Dreyfus and Archer or either of them, the said Phillip Hart or any successor appointed in his place, shall sell said property and land or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after having given thirty days notice of the time place and terms of sale, by posting written notices at three public places in said County; and out of the proceeds arising from such sale the costs and expenses of executing this Deed of Trust shall be first paid, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to us. The said

Dreyfus and Archer or either of them are hereby authorized to appoint another trustee in the place of said Phillip Hart Trustee, if from any cause the said Phillip Hart shall not be present, able and willing to execute this trust: and such appointee shall have full power as trustee herein witness our signature this - day of June 1873
 witnesses
 S. Livingston
 Henry Mataw
 Anna Mataw

The State of Mississippi
 Hinds County } Personally appeared before me
 the undersigned clerk of the Chancery Court in and for said County, the within named Henry Mataw, and his wife Anna Mataw, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned
 Given under my hand, this 2nd day of June 1873
 W. W. Downing Clerk

J. E. Owen } Filed for Record June 5th A.D. 1873 at 10
 No 3 Deed } o'clock A. M. & Recorded June 5th 1873
 W. A. Owen } Jas. Priestley Clerk
 "State of Mississippi Madison County"
 On consideration of Three Hundred & Seventy five to me in hand paid I convey and warrant to W. A. Owen the following described land situated in Madison County Mississippi
 6 1/2 S W 1/4 Sec - 2. Township 11. R. 4. East.
 Witness my hand this 3rd day of June 1873
 J. E. Owen

State of Mississippi
 Madison County } Personally appeared before me
 A. Hart M. B. S of above County the within named J. E. Owen who acknowledged that he signed and delivered the foregoing deed as his act & deed on the day & year therein mentioned
 Given under my hand and official seal this June 5th 1873
 E. H. Hart M. B. S

Abram Jones & Charlotte Jones } Filed for Record June 7th A.D. 1843 at
 8 o'clock A.M. & Recorded June 7th 1843
 103 Deeds } James Priestly Clerk
 Lelia Williams } In consideration of Lelia Williams assum-
 ing paying off & discharging our obligations & indebtedness
 to the Home Mutual Building & Loan Association of Canton
 Mississippi as it falls due & becomes payable which she
 has obligated herself to do, we Abram Jones & Charlotte
 Jones husband & wife do hereby convey and warrant unto the
 said Lelia Williams the following described real Es-
 tate lying being & situated in the city of Canton
 County of Madison State of Mississippi to wit:
 Lot 3 in square No. 5 according to the original
 plan of the Town of Canton, said lot is situa-
 ted on the south side of Peace Street & is 100 feet
 front thereon & runs back south 200 feet.
 Witness our hands & seals this the 6th day of June A.D. 1843

State of Mississippi }
 Madison County }

Abram Jones real
 Charlotte Jones real

Personally appeared before the undersigned
 Jas. Priestly Clerk of the Chancery Court of the said County
 the within named Abram Jones and Charlotte Jones his wife
 who acknowledges that they signed and delivered the fore-
 going Deed on the day and year therein mentioned as
 their act and deed

Given under my hand and official seal, at office this
 6th day of June A.D. 1843

real James Priestly Clerk

M. S. Quay
Release to
Lizzie D. Baldwin

Filed for record at 10 o'clock am June 7th 1893
Also recorded June 7th 1893 -

In consideration of one dollar to me paid by Lizzie T. Baldwin, the receipt of which is hereby acknowledged, and for other good and valuable considerations, I Mathew S Quay, of the borough of Beaver, County of Beaver and State of Pennsylvania, do hereby release and quit claim to said Lizzie T Baldwin the following described real estate situated in the County of Madison State of Mississippi to wit: - E 1/2 of E 1/2 of N W 1/4 and W 1/2 of N E 1/4 Section 3, Township 9; Range 4, East, and E 1/2 and E 1/2 of W 1/2 Section 34 and S. E. 1/4 and E. 1/2. S W 1/4 Section 27; Township 10; Range 4 East.

And I hereby authorize and direct F. B Prath of said County for me and in my name to mark "Satisfied" upon the land records of said County a certain deed in trust executed by said Lizzie T. Baldwin and others to C. W. O'Leary, Trustee dated April 1st 1882 and recorded in the Chancery Clerk's office of said County, Book "P. P." page 5-87, and a certain other deed in trust executed in trust by said Lizzie T. Baldwin and others to C. W. O. Leary, Trustee dated March 2nd 1887 and recorded in said Clerk's office Book "U W"; Page 259. Witness my hand and seal this 22nd day of May A. D. 1893 Mathew S. Quay

Commonwealth of Pennsylvania }
County of Beaver } SS

Before me, a Notary Public in and for said County personally appeared Mathew S Quay, who acknowledged that he signed and delivered the foregoing instrument on the day and year aforesaid and for the purposes therein mentioned as his free act and deed
Witness my hand and Notarial Seal at Beaver, Pennsylvania this 24th day of May A. D. 1893
Winfield S. Moore
Notary Public

State of Mississippi
County of Madison
James Priestley Clerk

R. M. Nichols
to J. W. Evans Trustee
H. F. Adams Trustee

Filed for Record June 8th A.D. 1843 at 11 o'clock
A. M. and Recorded June 8th 1843
James Priestley Clerk
State of Mississippi Madison County

For the secure payment of four promissory notes executed this day by R. M. Nichols for the purchase money of The (N 1/2 W 1/2 S E 1/4 and N 1/2 E 1/2 S W 1/4 Sec. 25. T. 11. R. 4. East in Madison County Mississippi for the sum of eighty dollars each bearing interest at the rate of ten per cent per annum til paid said notes payable to the order of H. F. Adams Trustee for the use and benefit of Henry Hamblin, Edwin P. Hamblin, Daniel Hamblin, Sarah H. Evans Susanna Adams, Minerva Griffie, Mary Covington Rosamond, V. Alford, Louisiana Mc Murtry and the heirs of Delitha Scott deceased, to wit: John Scott, Winkie Scott, Walter Scott & Sallie Scott, one note due and payable to the order of H. F. Adams Trustee for eighty dollars bearing interest from this day at the rate of ten per cent per annum til paid on or before the 1st day of Januy A. D. 1844. executed this day by R. M. Nichols. One note due and payable to the order of H. F. Adams Trustee for eighty dollars bearing interest from this day at the rate of ten per cent per annum til paid on or before the 1st day of Januy A. D. 1845. executed this day by R. M. Nichols. One note due and payable to the order of H. F. Adams Trustee for eighty dollars bearing interest from this day at the rate of ten per cent per annum til paid on or before the 1st day of January A. D. 1846 executed this day by R. M. Nichols. and one note due and payable to the order of H. F. Adams Trustee for eighty dollars bearing interest from this day at the rate of ten per cent per annum til paid on or before the 1st January A. D. 1847. executed this day by R. M. Nichols and for the further sum of Ten dollars in hand paid to me by J. W. Evans, as trustee I hereby grant bargain sell and convey to J. H. Evans or his heirs or assigns. The following land lying and being situated in Madison County Mississippi and known as The N 1/2 W 1/2 S E 1/4 and N 1/2 E 1/2 S W 1/4 Sec. 26. T-11. R. 4. East In trust never the less and for the following purpose, if the afore said notes are paid at maturity to the order of H. F. Adams or his legal representative then this deed in trust shall be null and void, otherwise to remain in full force

and effect. If I shall fail to pay either of the notes aforesaid on or before their maturity and the interest accrued thereon, then each and all the notes shall be deemed and held as mature & due and the said J. H. Evans Jr at the request of H. F. Adams Trustee or his legal Representative shall seize and take into his possession the aforesaid land and advertise the same for sale by written notice posted in three public places for ten days and on the day of sale, sell the said land to the highest bidder for cash in the Town of Canton Madison County Mississippi in front of the ~~store~~ house now occupied by H. F. Adams, and out of the proceeds of said sale first pay off the cost of this deed in trust then pay off the four promissory notes aforesaid and the surplus if any shall then be paid over to R. M. Nichols, his heirs or assigns. It is further agreed that if J. H. Evans Jr shall fail from any cause to act as trustee, then H. F. Adams Trustee his assigns or legal representative shall appoint in writing another as trustee whose acts and doings shall be as legal and valid as if done by the said J. H. Evans Jr. In testimony whereof witness my hand and name this the first day of April. A. D. 1843

R. M. Nichols

State of Mississippi
 Madison County } Personally appeared before the undersigned
 Member of the Board of Supervisors of the said County the
 within named R. M. Nichols who acknowledged that
 he signed, sealed and delivered the foregoing deed on
 the day and year therein mentioned as his act and deed
 Given this the 8th of April A. D. 1843

E. H. Hart M. B. S.

John Greenwood
 No 3 D. 15
 J. H. Evans Trustee
 to wit H. F. Adams Trustee

Filed for Record June 8th A. D. 1843 at 9
 o'clock A. M. & Recorded June 8th 1843
 Jas. Poistley Clerk

"State of Mississippi Madison County"

In order to secure the payment of four promissory note of this date given by me representing the purchase money I agreed to pay to the order of H. F. Adams Trustee for the lands described below, one note due and payable to the order of H. F. Adams Trustee for the sum of one hundred dollars on or before the 1st day of January 1844 executed this day

Deed of John F. Adams 226-24

by John Greenwaldt. one note due and payable to the order of H. F. Adams trustee for the sum of one hundred dollars on or before the 1st-day of January 1895. executed this day by John Greenwaldt, one note due & payable to the order of H. F. Adams trustee for the sum of one hundred dollars on or before the 1st-day of January 1896. executed this day by John Greenwaldt and one note due and payable to the order of H. F. Adams trustee for the sum of one hundred dollars on or before the 1st-day of January 1897. executed this day by John Greenwaldt, and for the further sum of Ten Dollars to me in hand paid by J. H. Evans, Jr. I hereby bargain sell and convey to J. H. Evans, Jr. his heirs and assigns, in trust the following lands lying and being in Madison County Mississippi and better known as the S.E. 1/4 Sec. 22. T. 11. R. 4 east In trust nevertheless and for the following purpose

That if I shall pay each of the aforesaid notes promptly at maturity to the order of H. F. Adams, in trust for the use & benefit of Henry Hamblin, Edwin P. Hamblin, Daniel Hamblin, Sarah R. Evans, Susanna Adams, Minerva Croffier, Mary Covington, Rosanna V. Alford Louisaann McMartray and the heirs of Deltha Scott deceased to wit: -

John Scott, Winkie Scott, Walter Scott and Sallie Scott, then this deed in trust shall be null and void, otherwise to remain in full force and effect. If I fail to pay either of the notes aforesaid at maturity then each and all of the notes shall be deemed and held due and of H. Evans, Jr. at the request of H. F. Adams trustee, his assigns or legal representatives shall seize and take possession of the aforesaid land and advertise the same for sale by posting written notices of sale in three public places for ten days and on the day of sale, sell the aforesaid lands to the highest bidder for cash in the town of Camden in front of the Store House now occupied by H. F. Adams, and out of the proceeds of said sale first pay off the costs of executing this trust deed and then pay off the aforesaid four promissory notes of one hundred dollars each and the surplus if any pay over to John Greenwaldt his heirs or assigns.

It is further agreed that if J. H. Evans, Jr. from any cause should fail to act as trustee, then H. F. Adams trustee his assigns or legal representative shall appoint another in writing whose acts and doings as trustee

shall be as valid and legal as if done by the said J. H. Evans & Co
In testimony whereof witness my hand and name this the
first day of April 1873

J. Greenwald

State of Mississippi
Madison County } Personally appeared before me the un-
signed member of the Board of Supervisors of said
County the within named John Greenwald who acknowl-
edged that he signed sealed & delivered the foregoing deed
on the day & year therein mentioned as his own act &
deed. Given this the 8th day of April
E. H. Hart M. B. S

J. K. Wampler Com. } Filed for Record June 8th A. D. 1873 at
Do 3 Deeds } 9 o'clock A. M. & Recorded June 8th 1873
Susanna Adams } James Priestley Clerk
"State of Mississippi Madison County"

By virtue of a decree of the Chancery Court at the September
Term thereof A. D. 1872, J. K. Wampler was appointed
commissioner to sell certain lands in the case of J. K. Wampler
Hamber et al. v. Wm. Scott et al. No 2470. and having
sold said lands according to law and in obedience to said
Decree in Canton on the 20th day of February A. D. 1873
before the South door of the Court House and Susanna
Adams having bought the following lands in Madison
County Mississippi to wit

E 1/2 NE 1/4 Sec. 23, T. 11, R. 4. East at \$4 30 per acre 1/4
Cash and 1/4 on 12 months, 1/4 on 24 months and 1/4 on
36 months time bearing interest at ten per cent per annum
from date til paid and the afore said sale having been
confirmed by the Chancery Court aforesaid at the February
Term thereof and it having been decreed by the Court aforesaid
that J. K. Wampler Commissioner should execute
a deed of conveyance to Susanna Adams to the lands
afore said upon the payment of 1/4 of the purchase
money in hand and the execution of her promissory notes
to J. K. Wampler Trustee for 1/4 of the purchase money
in 12 months, 1/4 in 24 months, and 1/4 in 36 months
bearing interest at ten per cent per annum from this
day til paid. Now therefore in consideration of the

by written authority which now bears in my possession
(deed stamped 25 Cts in Rev. St from J. K. Wampler
& Adams Mr. Clark herein related and correct
and this purchase money having been paid
done this 21st day of June 1873

premises. I The undersigned Commissioner do hereby bargain, sell and convey to Susanna Adams, her heirs and assigns, the following lands in Madison County Mississippi, to wit - E 1/2 NE 1/4 Sec-23, T-11, R-4, East at the price of \$4³⁰ per acre
 Witness my hand and name, this the sixth day of March A.D. 1843
 witnesses J. H. Evans Jr. J. K. Hamblen Commissioner
 W. F. Adams

'State of Mississippi Madison County'

Personally appeared before The undersigned Justice of the Peace of the said County the above named J. H. Evans Jr one of the subscribing witnesses to the foregoing Deed, who being first duly sworn deposed and said that he saw the above named J. K. Hamblen whose name is subscribed thereto sign and deliver the same to the above named Susan Adams, that he this deponent, subscribed his name as a witness thereto in the presence of the said J. K. Hamblen and that he saw the other subscribing witness W. F. Adams sign the same in the presence of the said J. K. Hamblen and in the presence of each other on the day and year therein named.

Witness my hand this 8th day March 1843

Saml Milton J. P.

J. K. Hamblen Com-
 To Deed
 W. F. Adams Trustee For the
 use of Henry Hamblen

Filed for Record June 8th A.D. 1843
 at 9 o'clock A. M. Recorded June 8th 1843
 Jas. Poistley Clerk

'State of Mississippi Madison County'

By Virtue of a decree of the Chancery Court of Madison County at the September Term thereof A. D. 1842, J. K. Hamblen was appointed Commissioner to sell certain lands in the case of Henry Hamblen et al. vs. Willie Scott et al No. 2470 and having sold said lands according to law and in obedience to said Decree in Canton on the 20th day of February A. D. 1843 before the South door of the Court House and W. F. Adams, as trustee for the beneficiaries having bought the following lands in Madison County Mississippi, to wit.

Lot 6 and E 1/2 of Lot 8 in Canton at the sum of \$10⁰⁰
 W 1/2 S W 1/4 Sec-23 & S E 1/4 Sec-22 T-11, R 4. E at \$1⁰⁰

per acre. N¹/₂ W¹/₂ S E¹/₄. N¹/₂ E¹/₂ S W¹/₄ + W¹/₂ S W¹/₄ Sec 26, T. 11. R. 4. E. at # 4⁰⁰ per acre + N E¹/₄ less 15 acres off S end Sec. 21 + N W¹/₄ less 15 acres off S end Sec. 22. T. 11. R. 4. E at # 3 per acre and the afore said sale having been confirmed by the Chancery Court afore said at the February Term thereof and it having been decreed by the Court afore said that J. K. Hamblin Commissioner should execute a deed of conveyance to H. F. Adams Trustee to the lands afore said Now therefore in consideration of the premises. I the undersigned Commissioner, do hereby bargain, sell and convey to H. F. Adams in trust and for the use of Henry Hamblin, Daniel Hamblin, E. P. Hamblin, Mary Lovington, Rosamond V. Alford, Louisiana Mc Murtry, Sarah K. Evans, Minerva Griffin, Susanna Adams, and Delitha Scott heirs - John Scott, Winkie Scott, Walter Scott and Sallie Scott taking among them one share, the following lands in Madison County Mississippi: Lot 6 and East 1/2 Lot 8 in Landless N E¹/₄ less 15 acres off S end Sec. 21 and N W¹/₄ less 15 acres off S end Sec. 22. + W¹/₂ S W¹/₄ Sec. 23 + S E¹/₄ Sec. 22, T. 11. R. 4. East and the following land in Madison County Mississippi. I bargain sell and convey to H. F. Adams Trustee for the use and benefit of Henry Hamblin, Daniel Hamblin, E. P. Hamblin, Mary Lovington, Rosamond V. Alford, Louisiana Mc Murtry, Sarah K. Evans, Minerva Griffin and Delitha Scott heirs - John Scott, Winkie Scott, Walter Scott and Sallie Scott they taking among them one share, the N¹/₂ W¹/₂ S E¹/₄. N¹/₂ E¹/₂ S W¹/₄ + W¹/₂ S W¹/₄ Sec 26, T. 11. R. 4. East. The relative interest of each of the afore said beneficiaries in the said lands now conveyed by me to H. F. Adams Trustee is fixed ascertained and determined by the afore said Decree of the Chancery Court of Madison County at the February Term thereof A. D. 1843. Witness my hand and name this, the sixth day of March, A. D. 1843

Witnesses
 J. H. Evans Jr
 C. L. Allen

J. K. Hamblin Commissioner

State of Mississippi
 Madison County } Person ally appeared before me, E. H. Hart Member of the Board of Supervisors of Madison.

County. The above named G. C. Allen one of the subscribing witnesses to the foregoing deed who being first duly sworn deposes & saith that he saw the above named J. K. Hamblin whose name is subscribed thereto sign & deliver the same to the above named H. F. Adams Trustee, that he this deponent subscribed his name as a witness thereto in the presence of the said J. K. Hamblin and that he saw the other subscribing witness J. H. Evans Jr. sign the same in the presence of the said J. K. Hamblin and in the presence of each other on the day & year therein named.

In testimony whereof witness my hand this the 11th day of March A. D. 1893

E. H. Hart M. B. S.

Isaac Mofford Filed for Record June 9th 1893 at 8:06 am

To: Deed of Trust Recorded June 9th 1893

J. H. Evans Jr Trustee
 For the secure payment of the promissory notes of this date given by Isaac Mofford to the order of H. F. Adams Trustee one due and payable on or before before the first day of November 1893 for the sum of seventy nine & 17/100 Dollars, one due and payable on or before the first day of November 1894 for the sum of seventy nine & 17/100 Dollars, one due and payable on or before the first day of November 1895 for the sum of seventy nine & 17/100 Dollars. each & every note bearing interest at the rate of ten per cent per annum from this date till paid. Said notes being for the purchase of Lot No 6 in Map of H. F. Adams addition to Canton by J. P. George's Survey recorded in Land Book "B12B" page 421 in Chancery Clerk's office in Madison County State of Mississippi and for the sum of one dollar in hand paid one by J. H. Evans Jr the receipt whereof is hereby acknowledged I have this day bargained sold and conveyed to J. H. Evans Jr his heirs and assigns the following land lying and being situated in Madison County Mississippi and known as Lot No 6 in Map of H. F. Adams addition to Canton recorded in Land Book "B12B" page 421 in Chancery Clerk's office in Madison County

Subscribed J. Adams Trustee

and also all the crops of said Lot No 6 that may be grown gathered or realized during the years 1893-1894 & 1895 - In trust nevertheless and for the following purposes - if the aforesaid notes are paid promptly at maturity then this deed shall be void - otherwise to remain in full force and effect - if each of the above notes shall be deemed and held due - And the said J. H. Evans Jr or his successor shall enter in and take possession of the said Lot No 6 and advertise the sale of Lot by written notice posted on the South doorway of the Court House in Canton in ten days before sale and on the day of sale sell Lot No 6 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 the cost of this deed then pay off the notes and the surplus if any pay over to the said Isaac Mofford his heirs and assigns : it is agreed that if J. H. Evans Jr should be unwilling or unable to act as Trustee then the said Adams or his assignee shall appoint in writing another whose acts in the premises shall be as legal and binding if done by J. H. Evans Jr

Witness my hand and name this the 9th day of Feb 1893

Isaac^{his} Mofford
mk

State of Mississippi
Madison County

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

Given under my hand and official seal at office this 9th day of June 1893

Jas Priestley Clerk

Fees 1.50

This Writing Filed for record June 8th 1893 at 4:06 PM
 For Deed of Trust Recorded June 9th 1893
 J. H. Evans Jr. Trustee For the secure pay-
 ment of three promissory notes of this date given by Thomas Whi-
 ting to the order of H. F. Adams trustee - one due and pay-
 able on or before the first day of November 1893 for the sum of
 Forty Three and 3/100 Dollars - one due and payable Nov 1st 1894
 for Thirty Eight and 3/100 Dollars - one due and payable Nov 1st
 1895 each and every note bearing interest at the rate of
 ten per cent ~~per annum~~ from this date till paid said
 notes being for the purchase money of Lot No 11
 in deap of H. F. Adams addition to Canton by J P
 George's Survey recorded in Land Book "B B B" page 421 in
 Chancery Clerks office Canton Madison County Missis-
 sippi and for the further sum of One dollar in hand
 paid me by J. H. Evans Jr. the receipt whereof is here-
 by acknowledged. I have this day bargained sold and
 conveyed to J. H. Evans Jr. his heirs and assigns the
 following lands being situated in Madison County Mis-
 sissippi and known as Lot No 11 in Map of H. F.
 Adams addition to Canton by J P George's Survey
 recorded in Land Book "B B B" page 421 in Chan-
 cery Clerks office Canton Madison County Mississippi
 and ~~also~~ ^{also} all the crops of ~~said~~ ^{said} Lot
 No 11 that may be grown gathered or realized
 during the years 1893 - 1894 + 1895. In trust never-
 theless and for the following purposes. If the aforesaid
 notes are paid 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 at maturity then it is agreed that each and
 all the notes aforesaid shall be deemed and held
 due and that the said J. H. Evans Jr. or his successors
 shall enter into and take possession of the aforesaid
 Lot No 11 and advertise the sale of said Lot by
 written notice posted on the South door of the Court
 House in Canton for ten days before sale and on
 the day of sale sell said lot No 11 to the highest
 bidder for cash in front of the South door of the
 Court House in Canton and out of the proceeds

On request of H. F. Adams I hereby make
 and also publish this deed of trust
 and certify my reg within the 1st June 1896
 J. M. English atty in fact
 H. F. Adams Trustee
 Done in full

of 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 Thomas Whiting his heirs and assigns

It is further agreed that if J. H. 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 legal and binding as if done by J. H. Evans Jr.

Witness my hand & name this 14th day of Feb 1893

Witness: J. M. Knight

Thomas Whiting

State of Mississippi
Madison County

Personally appeared before the undersigned clerk of the chancery court of the said county the within named Thomas Whiting 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 8th day of June 1893

Geo Priestly, clk

State of Mississippi } Filed for Record June 13th 1893 at 9:30 am
 By W. M. Stone Auditor } Recorded June 13th 1893
 To & Deed }
 Enoch Bros } This Indenture

made and entered into this 1st day of January AD 1889 between the State of Mississippi of the first part and Enoch Bros of the second part Witnesseth: That whereas there was sold on the 10th day of May AD 1875 to the State of Mississippi for taxes due the State the following tract of land to wit: N. E. 1/4 Sec. 14 T. 9 R. 5 E containing 160 acres situated in Madison County

And whereas, The said party of the second part desires to purchase said tract of land under the provisions of the laws of Mississippi in such cases provided and has this day applied to purchase the said land and paid the sum of Fifty Six dollars and Sixty three cents

And, in consideration of the premises and the amount paid to the State of Mississippi in accordance with the Statutes of the State, the State of Mississippi has this day bargained, sold, and conveyed and by their presents does bargain, sell and convey unto the said parties of the second part their assigns and heirs forever the aforesaid tract of land as above described to have and to hold the same to said parties of the second part their assigns forever. The State of Mississippi hereby warrants the title to said lands according to the statute in such cases made and provided

In testimony whereof, These presents are signed sealed and delivered in the name of the State of Mississippi by W. M. Stone Auditor of Public Accounts who has hereunto subscribed his name and affixed his seal of office this the 1st day of January AD 1889

W. M. Stone
 Auditor of Public Accounts

seal W. M. Stone

R. J. Garrett }
To } Deed of trust }
Edward Dickerson }
To secure }
Eliza Garrett }

Filed for Record June 16th 93 at 8:06 AM
Recorded June 16th 1893

Thomas S. C.

Eliza Garrett }
Eliza Garrett }
Dollars for which said sum I have ~~issued~~ my note pay-
-able June 16th 1894 with interest at the rate of ten per cent per
annum: Now therefore in consideration of the premises
to secure the payment of said note whenever due I
the said R. J. Garrett do hereby convey and warrant to Edward
Dickerson his heirs and successors forever the following
described real estate in Canton Madison County Missouri, to-wit:
A certain house and lot south of Alfred Handys commencing
at the intersection of Walnut and Otto Streets at a point
on the West side of Walnut Street and South of Otto Street
running thence South of Walnut Street one hundred feet
to a stake and thence running West 100 feet to a stake
thence running South 100 feet to Otto Street and thence run-
ning East with Otto Street 100 feet to the beginning cor-
-nering a block 100 feet square, said lot situated in the town
of Canton also certain personal estate to-wit: all chairs
and tools and fixtures used in my business as barber
in the town of Canton also a pool table used in connec-
-tion with my barber business in the town of Canton. In
trust to secure the payment of the above mention note

If said note is not paid at maturity said Edward
Dickerson may sell said property at the South door
of the Court House in Canton after given ten days notice
of the time place and terms of such sale by a notice
posted at said Court House door. such sale shall
be at public auction for cash to the highest bidder
and said Trustee or any successor of his may
execute deeds of conveyance to the said Eliza Garrett
or the legal holder of said note may at any time
appoint a trustee in place & stead of said Edward
Dickerson in the event that he should become
unable or unwilling to act may appoint a successor
to such successor or such successors if necessary
and such successor or successors shall have
all the power conferred upon said Edward

When
Canton Mo
Satisfied this 6th day 1893
Eliza Garrett
in presence of

Dickinson.

Witness my hand this 16th day of June A.D. 1893
The proceeds of such sale shall be applied to the pay-
ment of said note and costs of Court and balance
paid to said R. J. Garrett

R. J. Garrett

State of Mississippi }
Madison County }

Personally appeared before the under-
signed Clerk of the Chancery Court of the said County
the within named R. J. Garrett 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 16th day of June A.D. 1893

Jas Priestley Clerk

Witness of

Dora O. Anderson }
To } deed }
Jallie T. Maxwell }

Filed for record 17th June A.D. 1893
Recorded June 17th 1893

In consideration
of the sum of Three Hundred and Seventy Five dollars
to me in hand paid receipt whereof is hereby acknow-
-edged I convey and warrant to Jallie T. Maxwell the
land described as the N 1/2 of Lot No 1 - Lot No 2 - the N 1/2
+ 20 acres off the North side of the S 1/2 of Lot No 3 and the
N 1/2 of Lot No 8 in Section 30 Township 10 Range 2 East
also ^(Ten) acres out of the S.W. corner of the S.W. 1/4 of Sec
32 in same Township + Range + all in the County of
Madison + State of Mississippi estimated to be Two Hun-
-dred and thirty acres more or less. Witness my sig-
-nature on this 14th day of May 1893

State of Texas }

Dora O. Anderson

Brewer County } Personally appeared before the under-
-signed a Notary Public in and for said County of said State the
within named Dora Anderson 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 & official seal on this 14th day of
May 1893
Notary Public for Brewster County Texas

(Notary Seal)

Mrs S. T Maxwell
 70 1/2 Mortgage Deed. Contractors
 Atlanta National Building and Loan Association
 (Filed for Record June 17th of June A.D. 1893 at 2 o'clock P. M. and Recorded June 17th 1893 James Pruetty clerk)

"State of Mississippi County of Madison"

Know all men by these presents; That I Sallie T. Maxwell the wife of Jno. W. Maxwell of the State and County aforesaid, seal giving:

Whereas, I, the said Mrs. Sallie T. Maxwell in and by my certain bond or obligation, bearing date the - day of June A. D. 1893. Stand firmly held and bound unto The Atlanta National Building and Loan Association, a Corporation under the laws of the State of Georgia, in the penal sum of One Thousand Dollars, Conditioned for the ~~for~~ payment of the monthly sum of Six + 75/100, or \$6.75 Dollars, on the first Saturday of each and every month succeeding 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 said five shares of Stock to said Association, all as is set forth in said bond:

Now Know all men, That I, Mrs. Sallie T. Maxwell 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 the said Bond; and also in consideration of the sum of \$5; To me, the said Mrs. Sallie T. Maxwell the wife of Jno. W. Maxwell 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 Sallie T. Maxwell and my said husband 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 the following

parcels of land situated in the County of Madison and State of Mississippi, to wit: - (No. 1)

(The West half of Lots Nos. one (1) and Two (2), The North half and twenty (20) acres off of the North Side of the South half of Lot Three (3), and the west half of Lot Eight (8) in Section Thirty (30); also ten (10) acres out of the South West Corner of the South West quarter of Section 32 - all in Township 10. of Range 2 East, and containing Two Hundred and Thirty (230) acres, more or less)

(No. 2) Also the following described parcel of land: Beginning at the East side of the Cauton & Moore's Bluff Road, where the Northern boundary of the South half of the South West quarter of Section Seven (7) T¹p. nine (9) Range Three (3) East crosses said Road, and Running thence East one thousand and seven (1007) links to a stake, thence South Six Hundred and Thirty-three (633) links to a stake thence West Eight Hundred and Eighty-nine (889) links to said Road, thence along said Road to the point of beginning, containing Six (6) acres, more or less

Together, with all and singular, the rights, manors, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining. Do have and to Hold all and singular the said premises unto the said The Atlanta National Building and Loan Association, its Successors, and Assigns forever.

And I, the said Mrs Sallie T. Maxwell 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, Never the less, and it is the true intent and meaning of the parties to these presents,

That if I the said Mrs Sallie T. Maxwell do and shall well and truly pay, or cause to be paid, unto the said The Atlanta National Building and Loan Association, its certain Attorney, 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 there under written, then this deed of bargain and sale shall cease, determine, and be utterly null and void, otherwise it shall remain in full force & virtue. And it is agreed by and between the said parties that the said, his 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 --- Dollars, and assign the policy of insurance to the said Association, and shall pay all taxes upon the premises now mortgaged, and in case I or they shall at any time neglect so to do, then the said Association may cause the same to be insured in its name, and may pay said taxes, or any of them, and reimburse itself for the premium and expenses of 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 slauhs

And it is further agreed that if default shall be made in the payment of any instalment of interest on my said bond, or of the 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 advertise ment and sale, including ten per cent, as Attorneys 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 Sallie T. Maxwell her 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 encumbrances, mortgages, judgments or other liens.

Witness our hands and seals, this 16th day of June in the year of our Lord one thousand eight hundred and ninety-three

Signed, Sealed, and Delivered in presence } Sallie T. Maxwell
of J. M. Crafton } Geo. W. Maxwell

State of Mississippi } Probate
County of Madison }

Personally appeared before the undersigned, Clerk of the Chancery Court in and for said County and State the within named Sallie T. Maxwell and her husband Geo. W. Maxwell, who acknowledged that they signed and delivered the foregoing Mortgage Deed, on the day and year therein mentioned Given under my hand this 16th day of June A.D. 1893
Geo. P. Rouberty Clerk

"Bonds"

State of Mississippi
 County of Madison

Know all Men by the Presents:
 That I, Sallie T. Maxwell husband Geo. W. Maxwell
 of said State and County, am held and firmly bound unto
 The Atlanta National Building and Loan Association
 a Corporation under the laws of the State of Georgia and
 its assigns, in the penal sum of One Thousand Dollars,
 to which payment well and truly to be made and done
 I bind myself, my heirs, executors and administrators
 jointly and severally, firmly by these presents
 Sealed with my seal and dated the 16th day of June in
 the year of our Lord one thousand eight hundred and
 Ninety-Three. Whereas, I, the said Sallie T. Maxwell have
 this day procured an advance of Five Hundred Dollars
 on Five Shares of stock which I own and hold in
 said Association from said The Atlanta National
 Building and Loan Association under its By Laws,
 Rules and Regulation, and as collateral security therefor
 do hereby transfer and assign to said Association my said
 Five (5) shares of stock so advanced on, same to be
 surrendered on maturity of said stock on books of said
 Association now. The condition of the above obligations
 is such that, if the above bound Sallie T. Maxwell
 her heirs, executors, or administrators, do will and
 truly pay, or cause to be paid, to said Association, so
 long as it shall continue to exist, or as may be
 provided in its By Laws, Rules and Regulations, the
 sum of Six 75/100 (\$6⁷⁵/₁₀₀) Dollars, monthly to be paid
 on or before the first Saturday in each and every month,
 time being of the essence of this contract of which said
 amount, the sum of Two 50/100 Dollars is for installment
 due on said shares of stock, and the sum of Two 50/100
 Dollars is for interest on the sum actually advanced to said
 Sallie T. Maxwell and the sum of One 75/100 Dollar
 is for a return in part of the principal of said advance
 and furthermore, if the above bound Sallie T. Maxwell
 shall perform all the covenants contained in the
 Mortgage, or other instrument of writing secured by
 this bond, and, if this bond be collected by sale of the

property as provided in said deed shall pay the additional sum of five per cent, as commission for selling, and ten per cent, on amount of said sale as Attorneys fees (in the event the services of an Attorney are engaged), and shall stand to and abide by the By-Laws Rules and Regulations of said Association upon final settlement with the Association, it to retain, as instalments on said stock and interest and principal of said advance, a sum equal to but no greater than the sum actually advanced with interest thereon at the rate of ten per cent. per annum; that this obligation to be void and of none effect, or else to remain of full force and virtue.

signed, sealed and delivered, in presence of J. M. Grafton

Sallie W. Maxwell
Jno W. Maxwell

Wm P. Horn } Filed for record at 8:00 AM on the 20th
 To Mortgage Deed } day of June 1893 & was recorded June
 Southern Mutual Building } 20th 1893
 + Loan Association } State of Mississippi } 55
 Madison County } 2

To all whom these presents may concern, I, Wm P. Horn, of the State and County aforesaid send greeting. Whereas the said Wm P. Horn entered & signed certain bond or obligation bearing date the 20th day of June AD 1893 stand firmly held and bound unto the Southern Mutual Building and Loan Association of Atlanta in the penal sum of Two Thousand Dollars conditioned for the payment of the monthly sum of Seventeen Dollars on the first day of each and every month succeeding 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 said Twenty shares of stock to said Association in full satisfaction of the advances obtained thereon all as is set forth in said Bond.

Now know all men, that I, the said Wm P. Horn in consideration of the Bond aforesaid and for the better securing the payment and performance thereof to the said The Southern Mutual Building & Loan Association of

Satisfied in full by order of the Southern Mutual Building and Loan Association
 of Atlanta Georgia Jan 11th 1894
 Jas County Clerk
 J. M. Whigham

Atlanta according to the condition of the said Bond; and also
 in consideration of the sum of \$3 to me the said W. P. Horn
 in hand well and truly paid by the said, The Southern
 Mutual Building and Loan Association at and before the
 making and delivery of these presents, the receipt whereof
 is hereby acknowledged & the said W. P. Horn have granted
 bargained sold and released and by these presents do grant
 bargain sell and release unto the said, The Southern Mutual
 Building and Loan Association the following real estate situa-
 ted in location in Madison County Mississippi known as the
 South Half of Lot Four (4) in Square Eight (8) commencing at
 the crossing of Liberty and Peace Streets on the North side
 of Peace Street and on the East side of Liberty Street and running
 East along Peace Street two hundred feet thence North 37 feet
 thence West to Liberty Street, thence South to the beginning
 now occupied by B. E. Jones as a drug store, Together
 with all and singular, the rights more less hereditaments
 and appurtenances to the said premises belonging or in
 any wise incident or appertaining: To have and to
 hold all and singular the said premises unto the said, The
 Southern Mutual Building and Loan Association, its suc-
 cessors and assigns forever.

And I the said W. P. Horn do hereby bind myself
 my heirs executors and administrators to warrant and
 forever defend all and singular, the said premises unto
 the said, The Southern Mutual Building and Loan Ass-
 ociation of Atlanta its successors and assigns from and
 against myself, my heirs executors administrators and
 assigns, and against every person whosoever 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 W. P. Horn do and shall well
 and truly pay or cause to be paid unto the said, The
 Southern Mutual Building and Loan Association, its
 certain attorney, successors and assigns, the said debt
 or sum of money aforesaid with interest thereon, if any
 shall be due, and shall perform all my obligations
 according to the true intent and meaning of said bond
 and condition therein under 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 Wm F. Horn his 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 Thousand Dollars, and assign the policy of Insurance to the said Association, and shall pay all taxes upon the premises now mortgaged and in case I or they shall at any time neglect so to do, then the said Association may cause the same to be insured in its name, and may said taxes, or any of them, and reimburse itself for the premiums and expense 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 collectable

And it is further agreed, that if default shall be made in the payment of any installment of interest on his said bond, or of the principal of his said bond when the same shall fall due; or if default shall be made in payment of taxes or any premiums of insurance when due, then in either of such events, then principle of said bonds 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 mortgaged land and premises at public outcry at the Court House door after ~~the~~ ^{the} 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 and advertisement and sale including ten per cent as attorney 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 Wm P. Horn personal representatives or assigns, and in the event of such sale the said corporation or its assigns are hereby fully empowered to loan 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 collectable upon failure of the said mortgagor to give such additional security for said advance 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 therein mortgaged are free from all encumbrances, mortgages judgments or other liens

Witness my hand and seal this 20th day of June in the year of our Lord One Thousand Eight Hundred and ninety three Signed sealed & delivered in presence of J. M. Grafton W. P. Horn

The State of Mississippi
Madison County

Personally appears before the undersigned Jas Pruehly clerk of the chancery court of the said county the within named W. P. Horn 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 20th day of June A D 1893

Jas Pruehly clerk
J M Grafton DC

Bond

State of Mississippi
Madison County

Know all men by these presents that Wm P. Horn of said state and county are held and firmly bound unto The Southern Mutual Building and Loan Association of Atlanta, and its assigns in the penal sum of Two Thousand Dollars, to

which payment will and truly to be made and done I bind myself my heirs executors and administrators jointly and severally firmly by these presents.

Sealed with my seal and dated June 20th in the year of our Lord One Thousand Eight Hundred and Ninety Three.

Whereas I the said Wm P. Horn have this day procured an advance of One Thousand Dollars in Twenty Shares of stock which I own and hold in said Association from the Southern Mutual Building and Loan Association of Atlanta under its By Laws Rules and Regulations, and as collateral security thereof do hereby transfer and assign to said Association my said Twenty Shares of stock so advanced on, same to be surrendered on maturity of said stock on Books of said Association.

Now the condition of the above obligation is such that if the above bound Wm P. Horn his heirs executors or administrators do not will and truly pay or cause to be paid to said Association so long as it shall continue to exist, or as may be provided in its By Laws Rules and Regulations the sum of Seventeen dollars monthly (of which the sum Twelve Dollars is for installments due on said shares of stock and the sum of Five Dollars is for interest on the sum actually advanced to said Wm P. Horn) to be paid on or before the first day of each and every month and shall perform the covenants contained in the mortgage or other instrument of writing securing this bond, and if this bond be collected by sale of the property as provided in said deed shall pay the additional sum of five per cent. commission for selling and shall stand to and abide by the By Laws Rules and Regulations of said Association (if in final settlement with the Association it should as in default on said stock interest a sum equal to but no greater than the sum actually advanced with interest thereon at the rate of ten per cent per annum then this obligation to be void and of no effect or else to remain of full force and virtue.

Signed sealed and delivered
in the presence of J. M. Grafton

W. P. Horn

W. W. Warren
 Do 58/15
 H. B. Groves Trustee
 to receive D. S. Hall Guar-

Filed for Record June 29th A.D. 1873
 (at 11 o'clock A. M. and Recorded
 June 29th 1873 James Priestley Clerk

Whereas W. W. Warren was indebted to
 D. S. Hall guardian, in the sum of one Hundred and
 sixty Dollars, evidenced by my promissory note of asw date
 here with due and payable June 1st - 1874
 now, therefore, in consideration of the premises and for
 the purpose of securing the payment of said debt, I the
 said W. W. Warren hereby convey and warrant to H. B.
 Groves Trustee, the following described property in
 Madison County, Mississippi to-wit:

(N W 1/4 + N 1/2 N E 1/4 in Sec 6. Towns. 9. Range 2 East and
 S 1/2 S 1/2 S W 1/4 in sec 31 Towns 10. Range 2 East)

To have and to hold to him the said H. B. Groves his
 successors and assigns, upon the trusts herein expressed
 If the debts herein provided for shall not be paid when due,
 said Trustee or his successor shall upon request of said
 D. S. Hall guardian or his assigns, shall sell all the property
 herein conveyed to the highest bidder for cash, at public auction and execute
 to the purchaser thereof proper deeds of conveyance

Out of the proceeds of such sale, said Trustee shall pay the expenses
 of executing the provisions of this deed, including - per cent
 of the said proceeds to said Trustee for his services, and shall
 pay such of the debts herein secured, as may then be unpaid
 with all interest due thereon, and the residue, if any, pay to
 the grantors herein. Said sale shall be advertised in some
 newspaper published in said County, for three ^{successive} consecutive
 weeks prior to day of sale and by written notice thereof posted
 at the south door of the Court House at Canton, in
 said County for thirty days prior to day of sale
 Such sale shall be made at said Court House door

The Grantors herein hereby covenant with the said D. S. Hall
 guardian that he will keep the Taxes upon said property
 paid; and upon failure of said grantors to so pay said Taxes
 the said D. S. Hall guardian or his assigns may pay said
 Taxes, and the amount so paid by said D. S. Hall adm.
 or his assigns for Taxes shall be added to the debts above
 mentioned, and payment of same shall be secured by this deed

12/19/93 Satisfied D. S. Hall Guardian

If any of the notes above mentioned shall not be paid when due or if the grantors herein shall fail to perform any of the covenants herein, then and in either of said events, all the debts secured by this deed shall at the option of the said D. S. Hall guardian or his assignee, become at once due and payable and payment thereof enforced by said Trustees in the manner herein before provided.

Said D. S. Hall guardian or his assignee may in writing appoint some other person to act as Trustee in place of said H. B. Graves, whenever he may deem it necessary or expedient so to do, and such appointee shall be considered as having all the powers herein conferred upon said H. B. Graves.
Witness my hand this 20th day of June 1843
W. W. Warren (seal)

State of Mississippi
Madison County. Personally appeared before the undersigned Jas Priestly Chancery Clerk of the said County, the within named W. W. Warren who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed
Given under my hand and official seal, at office this 29th day of June A. D. 1843
James Priestly Clerk (seal)
J. M. Grafton J. C.

Emma C. Lockett & Henry C. Lockett } Filed for Record July 4th A. D. 1843
T. S. Deed } at 10 o'clock A. M. & Recorded July 4th 1843
R. W. Hoffman } James Priestly Clerk

In consideration of Three hundred dollars to us paid by R. W. Hoffman, We Emma C. Lockett & H. C. Lockett hereby sell & convey & warrant to said R. W. Hoffman the following described land in Madison County Mississippi to wit: Twenty (20) Acres of the South End of N¹/₂ of SE¹/₄ Sec. 20, T. 10. R. 3 East in said Madison County
Witness our Signatures this 30th day of June 1843
Emma C. Lockett
H. C. Lockett

State of Mississippi
Garret County. Personally appeared before me J. H. Pepper a Justice of the Peace for the County and State aforesaid

H. C. Lockett and Emma C. Lockett wife of said H. C. Lockett who acknowledged that they executed the foregoing instrument and delivered same on the date therein mentioned given under my hands this June 30th 1843

J. H. Pepper Justice Peace

W. J. Collum } Filed for Record July 5th A. D. 1843 at 8 o'clock
Co. of Deeds } A. M. & Recorded July 5th 1843
A. A. Capps } Seal James Priestley clerk

For and in consideration of the sum of fifty dollars to me in cash, in hand paid the receipt (whereof) of which is hereby acknowledged and the further consideration of his two certain promissory notes of even date herewith, one for the sum of one hundred and twelve dollars and fifty cents due and payable November the 1st 1844 with interest at the rate of ten per cent per annum from date until paid one note for one hundred and twelve dollars and fifty cents due and payable November 1st 1845 with interest at the rate of ten per cent per annum from date until paid I this day transfer to A. A. Capps all my rights title and interest to the North half of the following lot to wit beginning at S E corner of lot number 4 square number 3, in the Town of Flora County of Madison & State of Mississippi on center street and running S. 14 degrees E. 401 feet thence West along a hedge 201 feet thence N 14 degrees West 297 feet to the S. W. corner of said number 4, and thence N. 76 degrees E. 200 feet to the point of beginning all situated in the Town of Flora County of Madison State of Mississippi. A Vendor's lease to receive the payment of the aforesaid notes is hereby expressly retained by W. J. Collum with a full covenant and understanding of the said A. A. Capps witness my signature this 26th day of June A. D. 1843

The State of Mississippi
County of Lazon Person ally appeared before me the undersigned Circuit Clerk in and for the County and State aforesaid W. J. Collum who acknowledged that he signed and delivered the foregoing deed of conveyance as his own act and deed on the day and year therein mentioned. Witness my hand and seal of said office this the 26th day of June A. D. 1843
F. C. Wilson Circuit Clerk
(Seal)

State of Mississippi: Madison County
This is to certify that A. A. Capps exhibited to me this the note mentioned in the and from W. J. Collum
to A. A. Capps of \$112.00 dollars and \$101.00 cents the following named terms. Recd payment for the within note
by check on Merch Co Bank. W. J. Collum per W. J. Collum
County Clerk July 17/43

W. B. Jones } Filed for Record July 6th A. D. 1843 at 8 o'clock A. M.
 To 3 Deeds } & Recorded July 6th 1843
 Allen Murray } James Priestley clerk

For and in consideration of the sum of sixty five Dollars payment as follows - Forty Dollars cash & W. V. Murray's note for Twenty five Dollars payable on Oct-1st next 1843 - & this day transfer to Allen Murray all my right title & all claim to the following described lot & parcel of land to wit -

Beginning at the North East corner of the present Allen Murray's yard & running East along said Flora & Clinton Road S. 59° 30' E. 4.95 Chains to a stake at corner thence S. 4° 15' E. 8.25 Chains to stake thence west 4.92 to Eastern boundary line of the said Allen Murray's lot - thence north along said boundary line to point of beginning, containing by Estimation 5 acres more or less all said land situated in town of Flora Madison Co Miss

Given under my hand & seal this 30 day of June 1843.
 W. B. Jones (seal)

State of Miss
 Madison County } Personally appeared before the undersigned Mayor & Ex officio J. P. The within named W. B. Jones, who acknowledged he signed, sealed & delivered the foregoing Deed of Conveyance as his free act & will
 Given under my hand & seal this June 30, 1843

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

V. L. Kemp } Filed for Record July 7th A. D. 1843 at 10 o'clock
 To 3 Deeds } A. M. & Recorded July 7th 1843
 C. C. Caution } James Priestley clerk

For and in the consideration of the sum of Twelve & 15/100 Dollars this day paid me by C. C. Caution. I have this day quietly claimed to him all my right title and interest in and to the W 12 S W 14 Sec - 11 and N W 14 Section 14 Allen T. 11 Range 6 East witness my hand and seal this 7th day of July 1843

V. L. Kemp by G. R. Kemp agt and Attorney

State of Mississippi }
 Madison County } This day personally appeared before me Jas Priestley Chancery Clerk V. L. Kemp by her Attorney and agt G. R. Kemp, who acknowledged that she signed sealed & delivered the foregoing instrument of writing as her act & deed. This 7th day July 1843
 (seal) James Priestley ch. clerk Mad. Co

James Priestly Commissioner } Filed for Record July 14th 93
 To & Deed } at 5 o'clock PM
 Josie Woods } Recorded July 14th 93
 The State of Mississippi }
 Madison County }

By virtue of the authority conferred on me as Commissioner by the decree and proceedings in the cause of Mary Blanchard et al against Sarah Blanchard No 2390 on the General docket of the Chancery Court of Madison County State of Mississippi which decree and proceedings are here referred to and made a part of this conveyance as aforesaid I James Priestly Commissioner as aforesaid and in consideration of Dollars hereby convey to Josie Woods the purchaser thereof at a sale made by me on the 21 day of January 1893 the following described land lying and being situated in the County of Madison State of Mississippi, to wit: That certain lot of land owned by the late Joseph B. Blanchard at the time of his death situated East of and near the City of Canton North of the continuation of Canton Street - said lot being the same as was conveyed to said Blanchard by Kate L. Barber by deed dated Nov 7th 1887 and recorded in Book "77" page 429 in Chancery Clerk's office + by Sarah Jackson by her deed dated Nov 30 1874 + recorded in Book 66 page 815 - said lot being about 26 x 50 feet and 50 x 120 ft
 Witness my signature this 13th day of July 1893
 Jas Priestly
 Commissioner

State of Mississippi }
 Madison County }

This day personally appeared before me W. Allen C. in. Clerk in and for said County Jas Priestly Commissioner who acknowledged that he signed and delivered the foregoing conveyance on the day and year therein mentioned

Given under my hand and the seal of said Court hereto at office of said this the 14th day of July 1893
 W. Allen

Mrs. Jorie Woods } Filed for Record July 14th 1893 at
To R Deed } 5-15-06 P. M.
Isidore Hersdorffer } Recorded July 14th 1893

In consideration of the sum seventy-five dollars to me paid by Isidore Hersdorffer, I, Jessie Woods do hereby sell and convey to said Isidore Hersdorffer that certain lot of land that was conveyed to me by Jas. P. Pruetty Commissioner of the Chancery Court of Madison County Mississippi dated July 13th 1893 and recorded in the Chancery Clerk's office of said County Book "B1313" page 5-61 - Said lot being the same as owned by the late Joseph B. Blanchard at the time of his death and being situated East of and near the Eastern boundary line of the City of Canton Miss North of the public road known as the continuation of Centre St.

Witness my hand this 14th day of July 1893
Mrs. Jorie Woods

State of Mississippi }
Madison County } 2

Personally appeared before me a Justice of the Peace in and for said County Miss Jorie Woods who acknowledged that she signed and delivered the foregoing deed on the day and year therein mentioned as her free act and deed

Witness my hand this 14th day of July 1893
E. C. Postell J.P.

Robert I. Cheek } Filed for Record July 22nd 1893
To R Deed of Trust } at 11:30 o'clock am and Recorded
Albert R. Shattuck Trustee } July 22nd 1893
British & American Mortgage Co Limited }
By Mrs. O. B. Adams 89

This Indenture made and entered into this 13th day of July A.D. 1893 by and between Robert I. Cheek and wife Mary E. Cheek of the County of Madison in the State of Mississippi of the first part; Albert R. Shattuck of the City of New Orleans, in the State of Louisiana of the second part, as Trustee; and the British and American Mortgage Company Limited of the third part. Witnesseth, That the parties of the first

By authority recorded in Book JTT page 377. I made this at N. Tully, Paris and Lafayette Miss. Mo. 5th 1901
C.S. Pruetty, Clerk

Extension of time granted for payment of 1200 notes for 3 years see Record Book 1444 pages 6-8 of G. R. Kemp's return and book

part for and in consideration of the sum of Ten dollars to them in hand by said party of the second part the receipt whereof is hereby acknowledged and the considerations hereinafter stated have granted bargained sold conveyed warranted and delivered and do by these presents grant bargain sell convey and warrant and deliver unto him, the said party of the second part and his heirs successors and assigns all the following described real estate, situated and lying in the County of Madison and State of Mississippi, to wit: East half of North West Quarter of Section one (1); West half of North West Quarter and South West Quarter of Section Two (2); And North East Quarter of Section Three (3) Township Nine (9) Range Five (5) East East half North West Quarter and South East Quarter of Section Thirty Four (34). South half of North East Quarter and South half of section Thirty Six (36) Township Ten (10) Range Five (5) East and containing in all Eleven Hundred & twenty (1120) 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 Robert T. Cheek of the first part is indebted to said British and American Mortgage Company, Limited in the sum of (\$2000⁰⁰) Two Thousand Dollars for money lent as evidenced by the Five promissory notes of said Robt T. Cheek of the first part dated the 13th day of July A D 1893 & to become due as follows, to wit:

One note for \$200⁰⁰ Two Hundred ⁰⁰/₁₀₀ dollars due December first 1894 Fixed
 One note for \$200⁰⁰ Two Hundred ⁰⁰/₁₀₀ dollars due December first 1895 Fixed
 One note for \$200⁰⁰ Two Hundred ⁰⁰/₁₀₀ dollars due December first 1896 Fixed
 One note for \$200⁰⁰ Two Hundred ⁰⁰/₁₀₀ dollars due December first 1897 Fixed
 One note for \$200⁰⁰ Two Hundred ⁰⁰/₁₀₀ dollars due December first 1898 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 six interest notes have been executed under the same date to become due as follows - to wit: One note for \$61⁵⁰ sixty one ⁵⁰/₁₀₀

dollars due November first 1893 (Fixed): One note for \$200.⁰⁰ Two
 Hundred dollars due November first 1894 Fixed - One note for
 \$180.⁰⁰ One Hundred and Eighty ⁰⁰/₁₀₀ dollars due November first 1895 Fixed
 One note for \$160.⁰⁰ One hundred and sixty dollars due November first 1896 Fixed
 One note for \$140.⁰⁰ One hundred and Forty dollars due November first 1897 Fixed
 One note for \$120.⁰⁰ One hundred and Twenty dollars due November first 1898 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 Louis-
 iana National Bank of New Orleans, La.; and are all with
 their accruing interest to be secured by this conveyance. And
 whereas it is understood and agreed that said party of the first
 part will promptly pay all taxes, assessments and charges that
 are or would become a lien upon said property as the same may
 be due and payable, and will keep the buildings and machinery
 situated on said lands insured for the full term of this convey-
 -ance in some responsible company or companies satisfactory to
 the said party of the third part in the sum of Eight Hundred
 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 any and all persons interested
 in the debts secured herein, and that if said party of the first
 part shall fail to obtain and keep up said insurance
 or shall fail to assign and deliver said policies of insur-
 -ance 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 prop-
 -erty or 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 ex-
 -penses 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 party 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 assigns, and without notice to said party of the first part, be declared due and payable, and it may proceed to enforce this deed of trust as hereinafter provided, or, at its option, institute proceedings respectively for the collection at law or in equity of such amounts as may then be unpaid. And the said party of the first part do hereby waive and renounce any and all rights of appraisements redemption and homestead; and it is mutually agreed between the parties hereto, that if the said party 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 mortgage shall be null and void but otherwise it shall remain in full force and effect. If default is made in the payment of the above debts 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 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

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 good and sufficient title to 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 centum 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 Robt T. Clark 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 said Trustee at any time believe said property or any part thereof endangered as a security for the indebtedness of the said party of the first part to the said party of the third part he may take the same or any part thereof in 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 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 said party of the first part, his assigns or legal representatives who may be in possession of said premises

at the time of said sale shall become from the day of such sale, the tenant or tenants at will of the purchaser and shall and will remove at any time thereafter upon a ten days notice from said purchaser and will pay him the reasonable rental value of said premises from the day of such sale to the day of such removal. It is further understood and agreed that this instrument and the notes herein referred to shall be construed and governed by the laws of the state of Mississippi notwithstanding a different place of payment may be named

For witness whereof the said parties of the first part have hereunto set their hands the 18th day and year first mentioned
Robt F. Chuk
May C. Chuk

State of Mississippi
Madison County

Personally appeared before me Member Board of Supervisors of Madison County and State of Mississippi the within named Robt F Chuk and May C. Chuk who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand and seal this 18th day of July A.D. 1893
Jno J Guertto M.B.

F. P. Graveley
To & Deed
Canton Water Works &
Electric Light Co.

Filed for Record July 27th A.D. 1893. & Recorded July 27th 1893
Jas. P. Whitley

In consideration of Five hundred dollars to me paid by the Canton Water Works & Electric Light Co. I Frank P. Graveley do hereby convey and warrant to said Canton Water Works & Electric Company. The following described land in the City of Canton Madison County Mississippi to wit. The S 1/2 Lot No (6) six in

Gouch & Leziggins Addition to Canton, said Lot being the same as conveyed to me by D. A. Hall guardian &c by deed of March 4th 1843 recorded in Chancery Clerk's office Book "B B B" page 493

Also that certain other lot in said City described as follows. Beginning on the northern boundary line of Gouch & Leziggins Addition to Canton at a point about 60 feet west of the west side of the northern terminus of Rail Road Street, thence north four hundred & seventy five feet, thence East to the Street that runs along the west side of the Illinois Central Rail Road, thence southerly along the western boundary line of said Street to a point due East from the point of beginning, thence west to the point of beginning, said Lot above mentioned being the same as conveyed to me by Mary A. Lutz by her deeds dated June 26th 1842 & May 1st 1843 & recorded in the Chancery Clerk's office of said County Book "B B B" pages 494 & 495 - To have and to hold the same to the said Canton Water Works & Electric Light & Co. Company its successors & assigns forever
Witness my hand this 5th day of May 1843
Frank P. Gravelly

State of Louisiana

Parish of Orleans City of New Orleans

Before me George C. Picot, a Notary Public in and for the Parish of Orleans, State of Louisiana duly commissioned and qualified, personally appeared the within named Frank P. Gravelly who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and Official Seal at New Orleans, Louisiana this 22nd day of July A.D. 1843
Geo. C. Picot Notary Public

Seal

Eliza Jane Chapel } Filed 28th July 1893 at 5 o'clock PM
 To } Deed } Recorded 28th July 1893
 Amabel Chapel }

This Indenture made 3rd day of June A.D. 1893 between Eliza Jane Chapel of the first part and Amabel Chapel of the 2nd part Witnesses: That the said party of the first part for a consideration of the sum of Ten dollars to her in hand paid by the said party of the 2nd part the receipt whereof is hereby acknowledged by these presents and for the further consideration of compromise of land claim between said Eliza Jane Chapel and Amabel Chapel has granted bargained sold and conveyed and by these presents does grant bargain sell and convey to party of the 2nd part her heirs and assigns that certain tract or parcel of land situated in the County of Madison State of Mississippi known and described as follows - a part of the present residence lot now owned and occupied by myself (Eliza Jane Chapel) commencing in the corner formed by the public road being the Continuation of Academy Street of Canton. Thence running East and West intersected by Public road running North & South sold by William Galloray to the City of Canton on the South side of said Road the continuation of said Academy Street and just at the termination of said North and South public road where intersected running West fifty nine ^{feet} and six inches. Thence South one hundred and sixty four feet. Thence East 59 1/2 feet. Thence North 16 1/4 feet to point of beginning all in the County of Madison and State of Mississippi: 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 party of the 2nd part her heirs and assigns forever in fee simple and the said party of the first part her heirs executors and administrators does hereby consent and agree with the said party of the 2nd

part her heirs and assigns against the claim of all persons lawfully claiming the same or any part thereof by through or under her or her heirs and no further

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

Eliza Jane Chapel
mistake

The State of Mississippi
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named Eliza Jane Chapel who acknowledged 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 this 28th day of July A.D. 1893

Elles Justice

Jas. Poindexter, Clerk
By J. M. Grafton

Eliza Jane Chapel (Filed for Record July 28th A.D. 1893
at 9 o'clock A.M.
To Deed (and Recorded July 29th 1893
Maggie Irwin Jas. Poindexter

This indenture made the 3rd day of June A. D. 1893 between Eliza Jane Chapel of the 1st part and Maggie Irwin the 2nd part witnesseth that the said party of the first part for a consideration of Ten dollars to her in hand paid by the said party of the 2nd part the receipt whereof is acknowledged by these presents and for the further consideration of compromise of land claims between said Eliza Jane Chapel and Maggie Irwin had granted bargained sold and conveyed and by these presents does grant bargain sell and convey to party of the 2nd part her heirs and assigns that certain tract or parcel of land situated in the County of Madison State of Mississippi known and described as a part of lot now occupied by myself (North West part) commencing south of the Public road said road being the common

ation of a Street known in the City of Canton as Academy Street commencing in the north West corner of lot owned by me joining lot owned by G. D. Lisch running South (164) feet one hundred & sixty four. Thence East $59\frac{1}{2}$ ft. Thence North 164 feet. Thence West $59\frac{1}{2}$ ft to point of commencement bounded on the South by land owned by party of the first part and on the West by land conveyed this day to Anna Bell Chappel all in the County of Madison State of Mississippi. Together with all appurtenances to said premises belonging and all Estate title & 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 with the party of 2nd part her heirs and assigns forever in fee simple and the said party of 1st part her heirs executors & administrators and hereby covenant and agree with the said party of the 2nd part her heirs and assigns that the said party of the first part shall forever warrant and defend the title to said premises unto the party of the 2nd part her heirs and assigns against the claim of all persons lawfully claiming the same or any part thereof by or through or under her heirs and no further.

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

Elija Jane ^{her}Chappel
mark

The State of Mississippi
Madison County Personally appeared before the undersigned Jas Priestly Clerk of the Chancery Court of the said County, the within named Elija Jane Chappel who acknowledged 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, this 28th day of July A. D. 1843

James Priestly Clerk ^{seal}
By J. M. Crawford D. C.

W. W. Anderson } Filed for Record July 29th A. D. 1843
 To & Deed } at 9 o'clock A. M. & Recorded July 29th 1843
 L. F. Anderson } James Priestly Clerk

In consideration of love & affection and of one dollar to me in hand paid & for other good & Valuable Considerations I Walter H. Anderson do hereby convey & warrant to my wife Lucy F. Anderson the following described real estate in Madison County Mississippi That lot of land that was conveyed to me by Kate L. and Florence Barlow by their deed dated Oct 18th 1840 and ~~recorded~~ ^{recorded} in the Chancery Clerk's office, Book 2^d page 620 said property being the same as now occupied by me as a home stead To have and to hold the same to her the said Lucy F. Anderson her heirs & assigns forever

Witness my signature and also the signature of said Lucy F. Anderson in token of her Assent & Acquiescence in this conveyance this 27th day of July 1843

Walter H. Anderson
 Lucy F. Anderson

State of Mississippi
 Copiah County

Personally appeared before me J. J. Bordenwell a Justice of the Peace in and for said County Walter H. Anderson who acknowledged that he signed and delivered the foregoing deed on the day and Year & for the purpose therein named as his act & deed

Witness my hand & seal of Office this 27th day of July 1843

J. J. Bordenwell J. P.

Jos. Whitmeyer Trustee } Filed for Record Aug 4th A. D. 1843 at
 To & Deed } 9 o'clock A. M. & Recorded Aug 4th 1843
 Alford Lawson } James Priestly Clerk

Notice

By virtue of the provisions of a certain deed of Trust executed by Johnson & Laura Williams to secure Mrs L. Whitmeyer in a certain Indebtedness which Deed of Trust is recorded in book No 36 on Page 555 in Chancery Clerk Office in Madison Co. Mississippi I

will on Friday July 28th 1843 sell to the best ^{highest} bidder for cash before the south door of the Court House at 12 O. C. M. The following described property situated in the corporate limits of the city of Canton to wit: One lot 58 feet front running back 172 feet. Bounded on the East by Amanda Winter's lot on the South by Schiefer's lot and west by Steudorffer's lot on the north by Public Road. The title to above property is believed to be good but will convey only such title as is in me vested

for Joe Whitmeyer, Trustee
Posted at South door Court House Tuesday July 25th 1843

Whereas Johnson Williams & Laura Williams on the 21st day of Feb'y 1843 Executed a certain deed in trust to Joe Whitmeyer's trustee, to secure Mrs L. Whitmeyer in a certain sum of money: Said deed of Trust being of record in the Chancery Clerk's office of Madison County Miss. Book No. 36. page 555-

And whereas default was made in the payment of the debt secured by said deed, & demand was made upon said trustee to proceed to execute the provisions of said deed by sale of the property conveyed therein and whereas J. Joe Whitmeyer - said trustee - did on the 25th day of July 1843 advertise said property for sale by written notices posted at the South door of the Court House at Canton & at the Post office at Canton, and did on the 28th day of July 1843. Sell said property to the highest bidder for cash, at said South Court house door at which said sale Albert Lawson bid the sum of sixty dollars, & the same was struck off to him

Now therefore in consideration of the premises, and of the payment to me of thirty dollars in cash & the execution by said Albert Lawson of his three promissory notes for the sum of Ten dollars each, payable to the order of Mrs L. Whitmeyer on the 20th days of August, Sept & October 1843. I the said Joe Whitmeyer hereby sell & convey to the said Albert Lawson, the property in said deed in trust described to wit: - That certain lot in the city of

of location 58 feet front & 172 feet deep, bounded on the East by Amanda Winters lot on the South by the Schleffer lot. and the by the Hoesdorffer lot & on the north by a public Street called Lee Street

Witness my hand this 28th day of July 1843

Joe Whitmeyer Trustee

The State of Mississippi

Madison County } Personally appeared before the undersigned Jas Priestly, Clerk of the Chancery Court on the said County. The within named Joe Whitmeyer Trustee & who acknowledged that he signed and delivered the foregoing Deed on the day and Year therein mentioned as his act and deed, Given under my hand and Official Seal, this 3rd day of Aug A. D. 1843

James Priestly Clerk Seal

Floyd Young and his wife
Martha Young
To of Deed
Caroline & Mary Jane Taylor
Richd & Harry Taylor
Alex & Anderson Taylor
Ella Jones & Lou Turner

Filed for Record August 7th A. D. 1843 at 3 o'clock P. M. & Recorded Aug 7th 1843 Jas Priestly Clerk Seal

In consideration of Mutual Covenances, this day made for purposes of Partitions We Floyd Young and his wife Martha Young hereby bargain sell release and forever quit claim all our rights title and interest in and to the following described lands lying and being in the State of Mississippi County of Madison to wit: The E 1/4 S 1/4 and W 1/2 S W 1/4 less 3 acres out of the N E corner in Sec 18. T 8. R 3 East also of E 1/4 N W 1/4 less 10 1/3 acres off the East side in Sec 19. T. 8 R. 3 East containing 18923 acres to have and to hold unto Caroline Taylor Mary Jane Taylor Richd Taylor Harry Taylor Alexander Taylor Lou Turner, Anderson Taylor Ella Jones and their heirs forever. Except that the said Martha Young reserves a ninth interest in fee in the above lands which she does not herein intend to convey. It is further agreed between the parties to ^{this} deed that each party shall occupy free of Rents

The lands now being cultivated by them until 1st January 1894 and that the said Floyd Young shall be allowed to remove from these lands to his own, all houses built by him and his fencing pickets around ^{fruit trees} yard & garden and one third of main dwelling and smoke house & each party to pay the taxes on his own land for the year 1893 witness our signature this 6th day March 1893

Floyd Young
Martha Young
mark

State of Mississippi
Madison County

Personally appeared before the undersigned Notary Public in and for the City of Canton County & State of said Floyd County and Martha Young who acknowledges that they signed and delivered the foregoing deed for the purpose therein expressed on the day and year therein named

Witness my signature and official seal the 6th Mch 1893
Robert Powell
Notary Public

Caroline Taylor & Mary James Taylor & (Filed for Record
Richd Taylor & Henderson Taylor & (Aug 7th A.D. 1893
Malissa Taylor & Gailford Taylor & (at 3 o'clock P.M.
Ida Taylor & Ella D. Jones & (and Recorded
A.S. Taylor & Luke Turner (Aug 7th 1893
Elija Taylor & William Taylor (Jas Priestly
Henry Taylor & Mommie Taylor

In consideration of mutual conveyance this day made for purposes of partition We hereby bargain sell release and forever quit claim all our right title and interest in and to the following described lands lying and being in the State of Mississippi County of Madison to wit. The 1/2 N.E 1/4 and 10 1/3 acres off the East side of the N.E 1/4 of N.W 1/4 of Sec 19. T. 18. Range 3. East and Threacres but of the N.E Corner of the E 1/2 S.W 1/4 of Sec 18 T. 8. R. 3. East containing in all 9 2/3 acres to Floyd Young to have and hold unto himself and his heirs forever. Each party to this deed is

To occupy the lands he or she is now cultivating until 1st Jan'y 1894. Witness our signature this 6th day March 1893

State of Mississippi
Hinds County

Personally appeared before me W. L. McGowan a Justice of the Peace of the County of Hinds said State the within named Eliza Taylor who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal this the 2nd day of August 1893

W. L. McGowan J. P. Seal

- Caroline Taylor
- Mary Jane Taylor
- Richd Taylor
- Anderson Taylor
- Melissa Taylor
- Guelford Taylor
- Ida Taylor
- Ella D. Jones
- A. L. Taylor
- Luke Turner
- Eliza Taylor
- William Jones
- Harvey Taylor
- Monnie Taylor

State of Mississippi
Madison County

Personally appeared before the undersigned Notary Public in and for the City of Canton County State aforesaid Caroline Taylor Mary Jane Taylor Richd Taylor Anderson Taylor Melissa Taylor & Luke Turner who acknowledged that they signed and delivered the foregoing deed on the day and year therein named and for the purposes therein expressed. Witness my hand and official seal this 6th March 1893

Robt Powell Seal
Notary Public

State of Mississippi
Madison County

Personally appeared before me the undersigned Notary Public in and for the City of Canton County State aforesaid Guilford Taylor and Ida Taylor Ella D. Jones and A. L. Taylor & Wm Jones who acknowledged that they signed and delivered the foregoing deed on the day & year therein named as their act & deed this 7th Aug. 1893

Robt Powell
Notary Public Seal

Personally appeared before me R. L. Elkins a Justice of the Peace of Dist No 2 of Madison County the within named Harvey Taylor Monnie Taylor that signed and delivered the foregoing instrument on the day and year above mentioned. Witness my hand this the 3rd day of August 1893

R. L. Elkins J. P.

School Trustees of (Filed for Record Aug 9th A. D. 1873
 Town 11. R. 3. East (at 3 o'clock P. M. & Recorded Aug 9th 1873
 To } Deed. James Pointley Clerk
 E. L. Whitworth } Madison County, Mississippi July 26th 1870
 Know all men by these presents that we the undersigned
 Trustees of school and school lands of Township Eleven Range
 Three East of the County and State above said Bind ourselves
 and our successors in office to make unto E. L. Whitworth
 a title for seventy four years to the following described land
 lying and being in the County and State above said
 To wit) S. E. 1/4 of N. E. 1/4 + N. 1/2 of S. W. 1/4 of N. E. 1/2 of Section
 sixteen Township Eleven Range 3 Three East containing
 sixty (60) acres when the said E. L. Whitworth shall have
 paid and satisfied one promissory note which we the
 Trustees hold on her for Two Hundred \$200⁰⁰ Dollars
 J. A. Ross, Pres.
 G. W. Grafton Treasurer
 For Acknowledgment + " B/B/B"
 Receipt all page 587 B/B/B

Rebecca A. Postell & (Filed for Record Aug 9th
 E. C. Postell (a. D. 1873 at 3 o'clock P. M.
 To } Deed. and Recorded August 9th 1873
 Emma G. Whitworth } James Pointley Clerk
 "State of Mississippi Madison County"
 Know all men by these presents that on this the 7th
 day of March 1882 we the undersigned, have gran-
 ted bargained, sold & conveyed unto Mrs Emma L
 Whitworth all our right title & interest in or to
 the lease of the lease of the N. 1/2 of the E. 1/2 of the
 N. E. 1/4 Sec. 16. Township 11. Range 3. East.
 We only convey such title as is shown by a
 receipt hereto attached signed by Geo. S. Tucker
 Post. and G. W. Grafton Treasurer. for the sum of
 \$490⁰⁰ Four Hundred and ninety dollars as
 payment in full for lease of said land for ninety
 nine years from the 10th day of November A. D.
 1845. The consideration for the remainder of said
 lease being the S. 1/2 of E. 1/2 of N. W. 1/4 Sec 15 Township
 11. Range 3 East
 Rebecca A. Postell.
 E. C. Postell
 over

State of Mississippi
Madison County

This day E. C. Postell & his wife Rebecca A. Postell personally appeared before me C. B. Cooper, a Justice of the Peace in and for said State & County and the said E. C. Postell acknowledged that he signed sealed and delivered the within and foregoing on the day and year therein mentioned as his act and deed, and the said Rebecca A. Postell on private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed, freely without any fear, threats or compulsion of her said husband. Given under my hand and seal this 7th day of March A. D. 1882 C. B. Cooper, J. P.

State of Mississippi Madison County March 22nd 1859
Received from W. Hugh Lewis, Adm^r of B L Sutherland dec^d the sum of Four Hundred & ninety dollars payment in full for the East half of the North East Quarter of section sixteen Township Eleven Range Three East The above described land was sold or leased for the term of Ninety nine years from the tenth day of November A. D. 1845 by G. W. Grafton Treasurer
J. S. Tucker Post-

Meta Moorman (Filed for Record Aug 11 A. D.
To 3 Deed (1873 at 10 o'clock A. M. & Recorded
C. 3 Olsen (Aug 11th 1893 James Priestly clerk
whereas on December 29th 1870 I conveyed to
Christian Olsen the land herein after described
by Deed Recorded in Book L L page 120 in
the Chancery clerk office for Madison County
Mississippi, and whereas it has since been ascer-
tained that said land had been deeded to Moses
Collins by L. W. Thompson & his wife on August
29th 1884, and whereas on 18th day of Feb^y 1893
said Moses Collins conveyed it to me by deed
recorded in Book B B B page 364.
Now therefore in consideration of the confirma-
tion of above named deed and Ten dollars Cash

in hand paid me by Christian Olcese the receipt of which is hereby acknowledged I Meta Moorman do hereby convey unto the said Christian Olcese the following described lands in Madison County Mississippi North half (N 1/2) East half (E 1/2) North West quarter (NW 1/4) Section 13 Thirtieth Township Eight (8) Range two (2) East

Witness my signature this 9th ^{day of} Aug 1893

Witness
 A. Moorman }
 L. N. Kiser }

Meta Moorman

State of Mississippi
 Madison County

Personally appeared before the undersigned Notary Public the above named L. N. Kiser, one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposes and saith that he saw the above named Meta Moorman whose name is subscribed thereto, sign and deliver the same to the above named C. Olcese that he, this deponent, subscribed his name as a witness thereto in the presence of the said Meta Moorman and that he saw the other subscribing witness, A. Moorman sign the same in the presence of the said Meta Moorman and in the presence of each other, on the day and year therein named

In testimony whereof witness my hand and official seal, this 11th day of August A. D. 1893

Robert Powell
 Notary Public

Mattie A. Luckett }
 Do & Deed }
 Mary A. Leone }

Filed for Record Aug 21st 1893 at
 10 clock P.M. & Recorded August 21st 1893
 James Poultney clk

In consideration of six hundred & fifty Dollars to me paid by Mary Alice Leone I Mattie A. Luckett do hereby sell convey and warrant to said Mary Alice Leone that certain tract of land in the City of Canton Madison County Mississippi known as the East half of Lot No 66 on north side of Peace Street according to the map of said City by W. P. George said Lot herein conveyed being 50 feet front on north side of Peace Street running back north to Franklin Street being bounded on the north

50 feet on Franklin Street. The purchase money is paid in cash

Witness my hand this 21st day of August 1893

The words "being bounded on the north by Franklin Street, 50 feet, and herein conveyed" interlined before signing
Mattie A. Lockett

State of Mississippi
Madison County } Personally appeared before the undersigned
J. Priestley, Clerk of the Chancery Court of the said County,
the within named Mattie A. Lockett, who acknowledged
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 21ST
DAY OF AUGUST 1893. (Seal) J. Priestley Clerk

Mattie A. Lockett
Do } Dec
John Leonard

and fifty and the sum of \$1000 on the 21st day of August 1893 do hereby acknowledge that I have received as the purchase money for the land on Peace Street 50 feet on the payment of which

RECEIVED BY MATTIE A. LOCKETT

being of record in book 13 page 580
The Clerk of the Chancery Court of Madison County
Please mark upon the margin of deed of Mattie A. Lockett the fact herein mentioned that said deed has been paid in full and the same is satisfied. Said deed being of record in book 13 page 580
Mattie A. Lockett

Danton, Miss. 1893

ATTORNEY AT LAW.

F. B. PRAMM

OFFICE OF

1893
1893
Clerk
and
one
The
payable
the
Lockett
later
idea
of
upon
being
a for

Mattie A. Lockett

Satisfied by order of Mattie A. Lockett
attested by this and
June 21st 1893

State of Mississippi
Madison County } Personally appeared before the undersigned
J. Priestley, Clerk of the Chancery Court of the said County, the within
named Mattie A. Lockett 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 21ST DAY OF AUGUST A. D. 1893
Jas Priestley Clerk
(Seal)

Wm. A. Check (Filed for Record Aug 25th A.D. 1893 at 11
 To 3 Deed } o'clock A.M. + Recorded Aug 26th 1893
 Irine Joyner. } Jas. Poistley clk

State of Miss-Madison County

Know all men by these presents that I W. A. Check of the County and State aforesaid do on account of the love and affection I bear to and for Irine Joyner do give and convey my title and interest to the following described of Piece of Land known as the (1/2 of 1/4 Sec-9-T. 10. R. 4 East) all in the County and State aforesaid to have and to hold in fee simple with all the improvements thereunto belonging I further warrant and defend the claim or claims of any and all persons who ever claiming This done on the day and date first above written
 Witness my hand W. A. Check Seal

State of Mississippi (Madison County) Before me the undersigned Justice of the Peace of said County. This day personally appeared Wm. A. Check who acknowledged that he signed the above deed as his act and deed
 witness my hand and seal this July 26th 1893
 J. C. Pitchford J.P. Seal

Wm. A. Check (Filed for Record Aug 25th A. D. 1893 at 11
 To 3 Deed } o'clock A. M. + Recorded Aug 26th 1893
 W. Check Joyner. } Jas. Poistley clk

State of Mississippi Madison County

Know all men by these presents that I W. A. Check of the County and State aforesaid do on account of my love and affection that I bear to and for William Check Joyner do give and convey the following Piece or parcel of Land to have and to hold in fee simple known as the (1/2 of 1/4 Sec-4. T. 10 R. 4 - E) with all the improvements thereunto belonging I further warrant and defend the claims of all person who ever claiming given under my hand this day and - first above written
 Wm. A. Check Seal

State of Mississippi (Madison County) Before me the undersigned

Justice of the Peace in and for said County and State afore-
 said this day personally appeared W. A. Chick who acknowledged that he signed the above Deed as his act and deed
 witness my hand & seal this July 26th 1843
 J. C. Pitchford J. P. Seal

W. A. Chick } Filed for Record at 11 o'clock A. M Aug-26th
 Do } Deeds } 1843 & Recorded August 29th
 W. R. Thornton } Jas. Poustley, Clerk

This Indenture made the 4th day of July 1842
 between W. A. Chick of the first part and W. R. Thornton of the
 second part Witnesseth that the said party of the first part for
 and in consideration of the sum of Ten dollars to him in hand
 by the said party of the second part the receipt whereof is hereby
 acknowledged have granted bargained sold and conveyed
 and by the present do grant bargain sell and convey
 to party of the second part his 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
 E 1/2 of N W 1/4 & N 1/2 of W 1/2 of S E 1/4 Sec- 34- T- 10- R. 5 East
 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 appurtenan-
 ces unto the party of the second part his heirs and assigns fore-
 ever in fee simple And the said party of the first part his heirs
 executors and administrators do hereby covenant and agree with
 the said party of the second part his heirs and assigns that the said
 party of the first part shall forever warrant and defend the title to
 the said premises unto the party of the second part his heirs and
 assigns against the claims of all persons lawfully claiming the same
 or any part thereof except on account of taxes due from and after
 the 1st day of July 1842. In witness whereof the said party of the
 first part has hereunto set his name and seal the day & year above written
 Witness W. C. Joyner W. A. Chick Seal

The State of Mississippi
 Madison County } Personally appeared W. C. Joyner the
 subscribing witness to the foregoing instrument, who being

first duly sworn, depose and say that he saw the within named W. A. Clark whose name is subscribed thereto sign and deliver the same to the said W. R. Thornton that he this affiant, subscribed his name as a witness thereto in the presence of the said W. A. Clark

In testimony whereof, witness my hand and seal of said court this 25th day of August A. D. 1843

Justices of the Peace
By J. M. Grafton J. C.

George Harvey
20 3/4 Deeds
H. W. Rutland

Filed for Record at 12 o'clock on August 29th A. D. 1843 & Recorded August 29th 1843
James Priestley

Special Warranty Deed

In consideration of the sum of Two thousand Dollars I convey and warrant specially to H. W. Rutland the land described as 6 1/2 S E 1/4 Section 32, Township 8 Range 3, East 80 acres, more or less situated in Madison County State of Mississippi

Witness my signature the 17th day of January 1843
George Harvey

State of Mississippi
Madison County

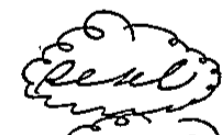
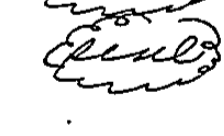
Personally appeared before me A. P. Hill Mayor of the City of Canton and Ex-officio Justice of the Peace in and for said County George Harvey the above named grantor who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned given under my hand and seal this 17th day of January A. D. 1843

A. P. Hill Mayor & Ex-officio J. P.

Robert L. Craig }
 and }
 Lucy Jane Craig }
 Deeds }
 Filed for Record Sept 2nd 1893
 at 5:00 P.M.
 Recorded Sept 2nd 1893

In consideration of the sum of One Thousand and Eighteen ²⁰/₁₀₀ Dollars cash in hand paid us by James L. Brown, the receipt of which is hereby acknowledged. We Robert L. Craig and Lucy Jane Craig do hereby convey and warrant unto the said James L. Brown forever the following described real estate lying being and situated in the city of Canton, County of Madison and State of Mississippi to wit: - Beginning at a stake on the north side of Academy Street 300 feet East of the North East corner of the intersection of Academy Street with Liberty Street and running thence East along the North side of Academy Street 100 feet and thence North 200 feet to the South East corner of A. P. Hill's residence lot - and thence West along the Southern boundary of said Hill Lot 100 feet and thence South 200 feet to Academy Street, the point of beginning being the lot conveyed by J. A. Vernon & wife to G. S. Priestley on November 11th 1875 - by deed recorded in Book "H H" page 329 in the Chancery Clerk's office for said County -

Witness our hands and seals this the 21st day of August A. D. 1893

Lucy J. Craig 
 R. L. Craig 

The State of Mississippi
 Madison County

Personally appeared before the undersigned J. Priestley clerk of the Chancery Court of the said County the within named Lucy J. Craig and R. L. Craig husband and wife who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed.

Given under my hand and official seal this 21st day of August A. D. 1893
 Jas. Priestley clerk

W. P. Horn
Co. 3/7
R. M. Caldwell trustee
J. P. Frazer

Filed for Record Sept 5th A.D. 1873 at
5 o'clock P.M. + Recorded Sept 6th 1873
Jas Priestley clerk

Accepted by J. P. Frazer in full of P. Frazer
Sept 10 1873

Whereas I William Preston Horn
am indebted to J. P. Frazer in the sum of \$20⁰⁰
Five hundred & Twenty Dollars evidenced by my promissory
note of even date here with payable to the order of said
J. P. Frazer on the 31st day of December 1874 with in-
terest at the rate of ten (10) per cent per annum payable
annually from date.

Now therefore for the purpose of securing the payments of
said note at maturity & the annual interest thereon as
the same shall fall due. I the said W. P. Horn
do hereby convey & warrant to R. M. Caldwell the
following described real estate in Canton Madison
County Mississippi to wit: That certain lot with
buildings thereon on the South East corner of the
Public Square of said Canton designated on the
original plot of the said City, as South half of
Lot No 4. Square No 8. and designated on the map
of said city by J. P. George as lots 15 & 16 on East side
of Liberty Street. said property being the same as
now occupied by B. E. Jones as a Dry Store & by
A. S. Handy as a dry goods store.

So have & do hold the same to him the said R. M.
Caldwell his successors & assigns forever
In trust however for the purpose of securing the pay-
ment of the above said indebtedness I said notes
shall not be paid at maturity it shall become
the duty of said Caldwell upon the request of the
holder of said note to sell the property herein
conveyed or so much thereof as may be necessary
to the highest bidder at public auction for cash &
out of the proceeds of such sale pay the costs &
Expenses of executing the provisions of this
 deed & pay said note & all interest due thereon
& the residue if any pay to me
Such sale shall be made at the South door of
The Court House at Canton within the term

prescribed by Law for judicial sales & such sale shall be advertised by posting notices of same at said Court house above 30 days prior to the day of sale
 Said J. P. Frayer or whoever may become the legal holder of said notes may in writing appoint some other person to act in place of said Caldwell as trustee whenever he shall deem it expedient & for his interest so to do & such person so appointed shall become vested with the legal title to said property with all the powers herein conferred upon said Caldwell
 Witness my hand this tenth day of October 1841
 all interlineations & erasures made before signing } W. P. Horn

State of Mississippi

Madison County } Personally appeared before me the above named W. P. Horn who acknowledged that he signed & delivered the foregoing instrument on the day & year & for the purposes therein named as his free act & deed. Witness my hand and seal of office this 10th day of Oct- 1841 M. Allen clerk

Giles D. Leitch } Filed for Record at 11:30 o'clock
 To Warrantee Seed } Sept 7th A. D. 1843 & Recorded Sept 7th 1843
 Bertha Schuider } Jas Priestley clerk

In consideration of the sum of Twenty four Hundred Dollars cash in hand paid me by Bertha Schuider the receipt of which is hereby acknowledged I Giles D. Leitch do hereby convey & warrant unto the said Bertha Schuider forever the following described real estate lying & situated in the City of Canton County of Madison State of Mississippi to wit: -

Beginning at the South West corner of the intersection of Liberty Street with an alley way, which alley is just South of the property now occupied by Capt E. L. Postell as a residence, on the west side of Liberty Street & South of said alley & running thence west along the South side of said alley 220 feet to the North East corner of the lot now occupied by J. M. Mills as a residence & thence South 12 1/2 feet & thence East 220

feet to Liberty Street & thence north along the western
 margin of Liberty Street 12 1/2 feet to the point of be-
 ginning! Said lot is bounded on the north by said
 Alley on the south by property occupied by Lou Walker
 on the East by Liberty Street and on the west by said
 Mills property. Witness my hand & seal this 7th
 Day of September A.D. 1843 G. D. Leitch Seal

State of Mississippi }
 County of Madison } Personally appeared before me
 James Poustley clerk of the Chancery Court of Madison
 County. The within named G. D. Leitch who acknowledged
 that he signed and delivered the foregoing deed on the
 day and year therein mentioned
 Given under my hand and seal of Office this 7th day of Sept
 1843 Seal James Poustley C. C.

This acknowledgement and receipt should have
 been copied on page 587 just below the names
 of J. A. Ross Trust and G. M. Grafton Treasurer
 in a deed from School Trustees T. 11 R 3 E
 to Mrs E. L. Whitworth -

Acknowledgement -
 State of Texas }
 Comanche County }
 Personally appeared before
 me the undersigned Jno J. Smitzer a notary
 Public in and for Comanche Co Texas the
 within named J. A. Ross who acknowledged that
 he signed and the other signature attached
 to the same is genuine to wit G. M. Grafton
 and this I know of my own personal knowl-
 edge and that we delivered the foregoing
 on the day and year therein mentioned as
 our act and deed

Given under my hand and
 official seal in the town of
 De Leon Texas this 28th Aug 1893
 Jno J. Smitzer Not Pub
 Comanche Co Tex

Seal

over

Receipt

Recd of E. L. Whitworth Two Hundred and Fifty Dollars in part pay for sixty acres of School land - She gave her note for Two Hundred dollars balance on same with J. M. Grafton for security This Jan. the 26th 1870

J. A. Ross - Pres.
J. M. Grafton - Treas

✓

B. G. Gerner } Filed for Record Sept 19th 1893 at
+ Callie Gerner } 12,000 m +
Go Deed } Recorded Sept 19th 1893
Henry Greenwaldt }

In consideration of Fifty dollars in hand paid and a note of Twenty dollars of this date due on the 1st day of January 1894 with 10% interest from date we convey and warrant to Henry Greenwaldt the land described as Twenty acres more or less North of Camden and Arden Springs road in North East corner South West quarter section 14 T 11 R 4 E situated in Madison Co Miss

Witness our signatures this 1st day of Feb 1893
B. G. Gerner
Callie Gerner

State of Mississippi
Madison County

Personally appeared before the undersigned Justice of the Peace of the County aforesaid B. G. Gerner & Callie Gerner who severally acknowledged that they signed and delivered the foregoing deed of Conveyance on the day and year named therein

Witness my hand this 1st day of February 1893
Frank M. Miller J.P.

Like chgs of

Not Amended for record of this date
page 840

W. B. Jones } Filed for Record Sept 21st 93 at
 To Quit claim Deed } 8 o'clock a.m. & Recorded Sept 24th 93
 Mack Robinson } For and in con-
 sideration of the sum of twenty dollars cash in hand
 I this day transfer to Mack Robinson all my right
 title and all claim to the following described lot of
 land, to wit: all of lot 14 in W. B. Jones addition
 to East Flora said lot measures 80 feet front by
 130 feet back together with all appurtenances there-
 unto belonging, all in the town of Flora Madison Co
 Mississippi
 Given under my hand and seal this 21st of 93
 W. B. Jones

State of Miss.
 Madison County
 Personally appeared before the undersigned
 Mayor of Flora and ex officio J. P. W. B. Jones who ac-
 knowledged that he signed the foregoing deed of
 conveyance as his free act and will
 S. J. Crocker Mayor of Flora
 & ex officio J. P.

H. H. Sladaker } Filed for Record Sept 25th A. D.
 To S. J. } 1893 at 5 o'clock P. M. & Recorded
 B. L. Robert Trustee } Sept 26th 1893 } Jas. Priestley Clerk
 Miss. State Bank }
 This indenture, made and entered into
 this 12 day of Sept. A. D. 1893 by and between H. H. Sladaker
 party of the first part, and B. L. Roberts party of the second
 part, and Miss State Bank party of the third part;
 Witness: that the said party of the first part is indebted
 to the party of the third part in the sum of \$1900⁰⁰
 Dollars evidenced by his note of this date bearing interest @
 10% from July 28 93 & said interest payable each year on January
 28 & July 28 & if the interest is not paid at such time or
 times then the whole debt to come due & payable at once
 said \$1900⁰⁰ note is due July 28 1897. and that whereas
 the said party of the first part is desirous of securing to
 the said party of the third part the prompt payment of said

July 12-94
 Contract is filed
 in State Bank
 L. H. H. S.

That at 1st of land described & conveyed in the deed executed by Richard & Ellen Leonard on June 9-1888 to Naunie J. Landers recorded in Book of G. page 476 et seq in the Chancery Clerk's office of Madison Co. State of Miss as mentioned in this 1st of is hereby released & discharged as a ~~land~~ ^{land} in this 1st of
Book 15-1894 Miss State Rec by L Hood

The 150 feet off the south end of lot 29 in 29 years & in Canton Miss is returned to his charge & from the time of this deed of land and as to that lot return it to his charge
January 5-5 1894 Miss State Rec by L Hood

indebtedness & interest at the maturity thereof.
Now therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand paid by the said party of the second part; to the said party of the first part (the receipt whereof is hereby acknowledged) the said party of the first part have granted, bargained, and sold, and by these presents do grant bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns the following described real and personal estate, lying and being in the County of Madison & City of Canton in the State of Mississippi to wit my entire interest in 9.6 acres of E. side Sec. 29. T. 9. R. 2. E. Lot # 2 and Lot # 1 less 7 acres off of W. end Lot # 1 N. of Branch Sec. 20. T. 10. R. 5. E. That Lot of Land described and conveyed in the Deed executed by Richard and Ellen Leonard on June 9th, 1888 to Naunie J. Landers recorded in Book "G. Y" pp 476 et seq., in the Chancery Clerk's office of said County and by said Landers conveyed to Louisa Miller on June 15th, 1890, reference being had to said deed will more fully appear. S 1/2 of Lot # 35 between Peace and Fulton Sts., in Canton, Miss., being lot described in Book "L Z" pp 346 of Records, in Chancery Clerk's office, Madison County, Miss.; and the following property situated in Canton, Miss. to-wit: A Lot of land beginning at a point on the East side of Union St., and at the S.W. corner of the Residence lot of J. A. Herron and family and running thence East 200 ft along the Southern boundary line of said Herron lot to the N.W. corner of A. Purviance residence lot and thence South 218 ft along the western boundary line of said Purviance lot and thence West 200 ft to Union St., and thence North 218 ft along the Eastern margin of said Union St., to point of beginning; also lot 28 and 20 ft off the west side of Lot 27, said lots being a portion of the lots as laid off by E. A. Ford, a Civil Engineer in Fulton Addition to City of Canton, a map of which said lots is recorded in Book "R R" pp 623 in the Chancery Clerk's office in Madison Co. Miss., a reference to which being had will more fully appear. Said Lots 27 and 28 lie between Fulton St., and an alleyway and North of Fulton St., also out

Hundred and fifty ft. off the South end of Lot 5 in Square 8, according to the original plat of the City of Canton and further described as beginning at the S.E. Corner of lot 4 in said square 8 on the N. side of Peace St., and running thence East on N. side of Peace St 100 ft to the S.W. Corner of lot 6 in said square 8 and thence North 150 ft and thence West 100 ft and thence South 150 ft to point of beginning being the same land conveyed by Lucy A McWille to Mrs J. H. Wilson on March 11th, 1879. by deed recorded in Book 'V V' pp 471 in the Chancery Clerks office of said County and State

Any money realized from the securities named above shall be applied to the payment of the principal of this note secured by this D/T and not to the payment of the interest or any part of it. and whereas party of the third part provides further and additional security to the above note of \$1900⁰⁰ certain rent or sale notes of William Williams for the yearly rent or purchase of above 96 acres, it is agreed by party of the third part to apply such \$100 rents when collected each year to wards payment of the Jan'y 28th int. on said \$1900⁰⁰ note & not to the principal. Except any surplus over \$100⁰⁰. Attached to and forming a part of deed of Trust given by A. H. Stadeker to B. L. Robert, trustee to secure Mess State Bank. To have and to hold the same unto the said party of the second part, his heirs, executors administrators and assigns, and the successor of him forever, in trust nevertheless, upon these terms and conditions If the party of the first part shall fail or refuse to pay the said party of the third part and its assigns, the amount of said indebtedness on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part or the successor of him, may and shall enter into and take possession of said real and personal estate and sell the same or so much thereof as may be necessary be fore the door of the Court House in the city of Canton at public Auction, to the highest bidder for cash after giving 30 days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements there of in

2 or more convenient public places, and convey the Estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him shall first pay the costs and charges of this deed, and of said sale, and then pay to the said party of the third part and its assigns, the amount of said indebtedness and all interest due thereon; and if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party of the first part, and his assigns; and if the said party of the first part shall well and truly pay the amount of said indebtedness goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed then the said party of the second part shall enter satisfaction of this deed on the record thereof, and the same thence forward shall be null and void. It is further understood and agreed by the parties hereto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then in that case the said party of the third part or its assigns shall in writing appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said B. L. Roberts Trustee aforesaid. In testimony whereof the said party of the first part hereunto set his hand and seal on the day and year first above written
 All erasures & intertentions made before signing.

Henry H. Stalder (seal)

State of Mississippi }
 Madison County }

Personally appeared before me the undersigned, Chancery Clerk Jas. Poustley of the said County, the within named Henry H. Stalder who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned as his act and deed.

Given under my hand and official seal, at office, this 25th day of September A. D. 1843

(seal)

James Poustley Clerk
 J. M. Grafton J. C.