

Pearce, Collin Pearce and Isaac Enlow, etc grant her in manner as aforesaid.) twenty five lot front of number six and measuring back one hundred feet fifteen front of lot number seven running back one hundred feet measuring forty feet front on main street and one hundred back in the town of Madisonville in the County and State aforesaid To have and to hold all the said premises above described unto the said David Healey, James Adams, Elijah Young and David M Porter, their heirs and assigns, to the only proper use and behoof of the said David Healey, James Adams, Elijah Young and David M Porter, their heirs & assigns forever Provided, always nevertheless, that if the undersigned, Levi Pearce, Collin Pearce and Isaac Enlow, their heirs executors or administrators, shall and do well and truly pay or cause to be paid the aforesaid debt of fifteen thousand six hundred and seventy five dollars and sixty eight cents, at the time and place herein before mentioned and appointed for payment thereof, thereby saving the said David Healey James Adams, Elijah Young and David M Porter harmless of all liability or loss incurred for the use and benefit of the said Levi Pearce, Collin Pearce and Isaac Enlow then and from thenceforth this instrument, and the estate herein granted, shall cease determine and become absolutely null and void to all intents and purposes, any thing herein before contained to the contrary in any wise notwithstanding. In witness whereof we have hereunto put our hands and seals this 24th day of October eighteen hundred and thirty five.

Levi Pearce (Seal)  
 Isaac Enlow (Seal)  
 Collin Pearce (Seal)

The State of Mississippi  
 Madison County

This day personally appeared before me the undersigned Justice of the Peace for said County Isaac Enlow & Collin Pearce who acknowledge that they signed sealed & delivered the within deed for the consideration therein mentioned. Given under my hand & seal this 4th April 1836. Charles Moore (Seal)  
 Recorded the 16th day of June 1836.

Henry Christmas wife Received for record the 14th day of April 1836.  
 To \$300.  
 Richard Christmas This Indenture made this thirtieth day of April in the year of our Lord eighteen hundred and thirty six between Henry Christmas and Ann St. his wife of the first part of the County of Madison and State of Mississippi and Richard Christmas of the same County and State aforesaid of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of ten hundred and eighty dollars, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained

and sold and conveyed and by these presents, do grant bargain sell and convey unto the said Richard Christmas, his heirs and assigns, the following tract or parcel of land lying and being in the County of Madison and State of Mississippi and known and designated as follows, to wit, the west half of Section thirty six and north half, west half, south east quarter of same section Township nine Range one east containing three hundred and sixty acres: To have and to hold all of said lands and parcels of lands together with all and singular the rights and privileges, hereditaments and appurtenances to each and all belonging or in any wise appertaining unto the said Richard Christmas his heirs and assigns forever and the said Henry Christmas and Ann D. his wife for themselves their heirs executors and administrators, the said tract or parcel of land, together with the rights privileges and appurtenances as aforesaid unto the said Richard Christmas his heirs and assigns free from the claim of them the said Henry Christmas and Ann D. his wife their heirs executors and administrators and of all and every person or persons whatsoever, shall and will forever warrant and forever defend by these presents. In witness whereof we the said Henry Christmas and Ann D. his wife have affixed our hands and seals the day and year first within written.

Signed sealed and delivered } H. Christmas (Seal)  
 in presence of } Ann D. Christmas (Seal)  
 J. W. Caring }  
 David W. Dorsey }

The State of Mississippi } Personally appeared before  
 Madison County } the undersigned Justice of  
 the Peace in and for said county the above men-  
 tioned Henry Christmas and Ann D. his wife  
 who severally acknowledged they signed sealed  
 and delivered the within deed as their act and  
 deed on the day and year therein mentioned and  
 the said Ann D. wife of the said Henry Christ-  
 mas, being examined separate and apart from her  
 husband acknowledged and declares that  
 she doth make her acknowledgment of the same  
 willingly and freely and without being in dread  
 threats by fear or threats of, or ill usage by her  
 husband or fear of his displeasure.

Given under my hand and seal this thirteenth day of  
 April in the year of our Lord eighteen hundred and  
 thirty six. J. W. Caring J. P. Seal  
 Recorded the 17th day of June 1836.

Richard Christmas Received for record the 14th  
 day of April 1836.  
 Charles W. Dorsey, Clerk of Madison County, made this  
 thirteenth day of April in the year eighteen hundred  
 and thirty six between Richard Christmas and Ann D. his wife.

Whis wife of the County of Madison and State of Mississippi  
 of the one part and Charles S. W. Dorsey and Samuel  
 M. Dorsey of the State of Maryland, of the other part Wit-  
 nesses that the said Richard Christmas and Mary E.  
 his wife for and in consideration of the sum of sixty two  
 thousand four hundred dollars to them in hand paid, the  
 receipt whereof is hereby acknowledged, have granted  
 bargained, sold, aliened, conveyed and conveyed and  
 by these presents do grant bargain sell alien convey  
 and convey unto the said Charles S. W. Dorsey and  
 Samuel M. Dorsey their heirs and assigns all those  
 tracts parts tracts, or parcels of land lying and being  
 in Madison County, aforesaid. Known as being the  
 south west quarter of section twenty five and the north  
 half of section thirty five and the east half of section  
 twenty six, all being and lying in Township nine  
 Range and Range one east and the west half of the  
 north west quarter and the west half of the south  
 west quarter and the north half, east half south  
 west quarter and the south half east half north  
 east quarter all in section Twenty five, Township nine  
 and Range one east, also the north west quarter of  
 section thirty Township nine Range two east, also the west half  
 of section thirty six and the north half west half south east  
 quarter of same section Township nine range one east  
 containing in all fifteen hundred and sixty acres, to have and  
 to hold the within described tracts parts of tracts and parcels  
 of land with the tenements and appurtenances thereto be-  
 longing or in any wise appertaining unto the said Charles S. W.  
 Dorsey and Samuel M. Dorsey their heirs and assigns forever  
 and the said Richard Christmas and Mary E. his wife for  
 themselves their heirs executors and administrators do con-  
 firm and forever defend the title to the within described lands  
 and premises to the said Charles S. W. Dorsey and Samuel  
 M. Dorsey their heirs and assigns from and against the law-  
 ful claims of all and every person or persons claiming  
 or holding under them the said Richard Christmas and Mary  
 E. his wife, or either of them, and also against the lawful  
 title claim or demand of all and every person or persons  
 whatsoever claiming or holding by firm or under the govern-  
 ment of the United States. In testimony whereof the said  
 Richard Christmas and Mary E. his wife, have hereunto  
 set their hands and seals the day and year first above written

in presence of  
 W. Cross  
 R. Christmas

R. Christmas  
 Mary E. Christmas

Personally appeared before me  
 the undersigned Justice of  
 Peace in and for said County, the within named  
 Richard Christmas and Mary E. his wife, who con-  
 firmed to me in deed they signed sealed and delivered  
 the within deed as their act and deed on the day

and year therein mentioned and the said Mary C. being  
being examined, separate and apart from her husband acknowledged  
and declared that she makes her acknowledgment of  
the same willingly and freely and without being induced  
therein by fear, or threats of bad ill usage by her husband or  
fear of his displeasure, Given under my hand and seal  
this thirteenth day of April in year of our Lord one thousand  
and thirty six.

Recorded the 14th day of June 1836.

Dorsey & Dorsey.

To B Deed of trust.

Christmas & Christmas

Received for Record the 14th  
day of April 1836.

This Indenture made the  
thirteenth day of April in the year of our Lord eighteen  
hundred and thirty six between Charles C. Jr.  
Dorsey and Samuel W. Dorsey both of the State  
of Maryland, of the one part, and Henry  
Christmas of Madison County and State of  
Mississippi, of the second part, and Rich-  
ard Christmas of Madison County and State  
of Mississippi of the third part, Witnesseth  
that whereas the said parties of the first  
part on the eleventh day of April in the  
year of our Lord aforesaid, made their  
three several promissory notes of that date  
for the payment to the said Richard Christ-  
mas or order at the counting house of  
Brandon McKenna and Wright & Co. Merchants  
for value received each in the sum of fifteen  
thousand eight hundred and sixty six dollars  
and sixty six cents, first payable on the first

day of March A. D. 1836, second on the first day of  
March in the year of our Lord eighteen hundred and  
thirty nine and the third on the first day of March  
in the year of our Lord eighteen hundred and forty and  
the said parties of the first part are desirous to se-  
cure to the said Richard Christmas the payment of  
the said notes as they shall respectively mature.  
Therefore they the said parties of the first part for and  
in consideration of the premises and of one dollar  
to them in hand paid by the said Henry Christmas  
the receipt whereof is hereby acknowledged, have  
bargained and sold and do now have bargained  
grant convey and confirm to him the said Henry Christmas  
his legal representatives and successors the following  
parcels of tracts of land, situate and being in the last  
mentioned county and State aforesaid, to wit, the south  
west quarter of section twenty six and the north half  
of section thirty five and the east half of section  
twenty six and being and lying in Township seven  
and Range one east and the west half of the  
Northwest quarter and the east half of the south  
west quarter and the north half and south  
west quarter and the north half east half

North east quarter all in Section twenty five Township nine  
 and Range one east, also the North west quarter of Section  
 thirty Township nine Range two east, the west half of  
 Section thirty six and the North half west half South  
 east quarter of same Section Township nine Range one  
 east containing in all five hundred and sixty acres  
 more or less: To Have and to hold the aforesaid lands  
 & premises with the appurtenances to the said Henry  
 Christmas and his successors and legal representa-  
 tives free from and against the right title or claim of  
 the said parties of the first part and all and every person  
 or persons whatsoever yet this conveyance is in trust that  
 after the expiration of sixty days from and after the  
 maturity of the first aforesaid note, its amount or  
 any part thereof shall be unpaid to the said Richard  
 Christmas and he shall request, it shall therefore be  
 the duty of the said Henry Christmas his successors and  
 legal representatives, after giving thirty days prior  
 notice by advertisement in the County aforesaid to  
 sell at public auction to the highest bidder or bid-  
 ders for cash so much of the aforesaid property as  
 there to may suffice and out of the proceeds pay the  
 amount so due and unpaid to the said Richard Christmas  
 and the over plus (if any) the said parties of the first  
 part or their assigns, first however paying the charges  
 of sale, and if at the expiration of sixty days from  
 and after the maturity of the second aforesaid note  
 its amount or any part thereof be unpaid to the said  
 Richard Christmas, then also at his request, the said  
 Henry Christmas shall proceed in a like manner to  
 sell more and a sufficiency of the aforesaid prop-  
 erty herein conveyed and make a like application of  
 the proceeds, as above in regard to the first note, and  
 in like manner the said Henry Christmas his successors  
 or legal representatives (as in reference to the default on  
 the first note) shall proceed to sell and apply the proceeds of  
 the said sixty days from and after the maturity of the  
 last mentioned third note; so that the whole and every  
 part may be thereby satisfied and paid. And upon each  
 sale the said Henry Christmas or his successors or legal  
 representatives shall make to the purchaser or purchasers  
 a deed or deeds for the lands so sold, but until such  
 sale shall intervene the said parties of the first part  
 may retain possession of the said land conveyed,  
 and finally if they the said parties of the first part shall  
 as herein contemplated fully pay and satisfy the said  
 three aforesaid and all promissory notes, then and  
 thereafter this deed is to be null and as if never made.

In Testimony whereof the parties have hereunto set their  
 hands and affixed their seals the day and year  
 within written.  
 signed sealed and delivered by his attorney, Samuel H. Dwyer  
 in presence of  
 J. H. Lewis  
 Samuel H. Dwyer  
 Richard Christmas



State of Mississippi  
 Madison County  
 Personally appeared before me the undersigned Justice of the Peace in and for said County the within named Samuel W. Dorsey who acknowledges he signed sealed and delivered the foregoing deed in Trust on the day and year therein written both in the capacity of attorney in fact for himself & for one of the Parties of the first part, and as his own act and deed, also came the said Henry Christmas and Richard Christmas who severally acknowledged that they signed sealed and delivered the foregoing deed in Trust as their own act and deed.

Given under my hand and seal this 13th day of April A.D. 1836. W. Coving J.P. Seal  
 Recorded the 18th day of June 1836.

John H. Walker wife  
 To  
 Richard Christmas  
 Received for Record the 14th day of April 1836.

This Indenture made the thirtieth day of January A.D. 1836 between John H. Walker & Mary his wife of the County of Madison in the State of Mississippi of the one part, and Richard Christmas of the same State & County of the other part, Witnesseth, that the said John H. Walker & Mary Walker for and in consideration of the sum of twenty eight thousand eight hundred dollars to them in hand paid by the said Richard Christmas at and before the sealing and delivering hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said Richard Christmas his heirs executors and administrators, by these presents have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Richard Christmas and to his heirs and assigns forever, all that tract piece or parcel of land situate in Madison County Miss containing nine hundred & sixty acres better known & described as follows to wit, the south half of section thirty five in Township eight of Range one west the west half of the north east quarter & north west quarter of Section thirty five Township eight & Range one west the west half of the north east quarter of Section two in Township seven of Range one west the east half of north east quarter of Section two same Township & Range the west half of west half of north east quarter of Section thirty four Township eight Range one west, east half of the east half of north west quarter of Section thirty four same Township & Range the west half of north west quarter of thirty four same Township & Range & east half of north east quarter of Section thirty three same Township & Range together with all and singular the appurtenances thereto belonging or in anywise appertaining: And also all the estate, right, title, interest, property, claim and demand whatsoever of the said John H. Walker & Mary Walker in Law or

equity, or otherwise however, of, in, to, or out of the same. To Have and to hold, the said Land, and premises hereto granted with the appurtenances unto the said Richard Christmas his heirs and assigns forever in Fee Simple, to the only proper use and behoof of the said Richard Christmas his heirs and assigns forever in Fee Simple, to the only proper use and behoof of the said Richard Christmas his heirs and assigns forever. And the said John H. Walker & Mary Walker their heirs, executors and administrators do covenant, promise, grant and agree to and with the said John H. Walker & Mary Walker and their heirs, the said above mentioned and described land and premises hereby granted with the appurtenances, unto the said Richard Christmas his heirs and assigns, against them the said John H. & Mary Walker and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and forever defend by these presents. In testimony whereof the said John H. & Mary Walker have herunto set their hands and affixed their seals the day and date first above written.

Signed sealed and delivered John H. Walker   
 Mary Walker 

in presence of  
 David Sutherland  
 D. L. Horn

The State of Mississippi, Madison County, S.S.  
 Personally appeared before the undersigned, a Justice of the Peace of said county, the above named John H. Walker who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed, also appeared before me at same time and place Mary his wife who being examined separate & apart from her husband acknowledged that she signed sealed & delivered the foregoing deed on the day and year therein mentioned as her act & deed of her own will & without the fear threats or compulsion of her husband. Given under my hand and seal thirtieth day of January A.D. 1836.

David Sutherland J.P.

Recorded the 20th day of June Anno Domini 1836.

George W. Pritchard & Co. } Received for record the 18th  
 J. C. Power of attorney } day of June 1836.  
 J. Silverberg & Co. }

Know all men by these presents that J. George Worthington Pritchard, residing in the City of New Orleans, herein acting in the name of my commercial firm under the style of G. W. Pritchard & Co. of said City have made constituted and appointed and by these presents do make nominate, authorize, constitute and appoint Messieurs J. Silverberg & Co. a commercial firm established at Canton in the State of Mississippi to be the true and lawful attorneys in fact general and special of the said firm of G. W. Pritchard & Co. hereby granting and by these presents giving unto my

Said attorneys full power and authority for and in the name and on behalf of the said firm of G. W. Pritchard & Co. to ask, demand sue for, recover and receive of and from F. Ward J. R. Herbert of Madisonville, in the said State of Mississippi, partners, united in business under the style and firm of F. W. & J. R. Herbert, all m<sup>o</sup> sum or sums of money, debts goods wares and other demands whatsoever which are due owing pay able and belonging to the said firm of G. W. Pritchard & Co., giving and granting unto the said attorneys full and whole power strength and authority in and about the premises to have and take all lawful ways and means, in the name of my said firm for the purposes aforesaid and upon the recovery and receipt of any such sums of money, proper acquittance and other sufficient discharge for and in the name of my said firm to make sale and deliver - and further giving and granting unto the said attorneys full power and authority to receive of and from the said F. W. & J. R. Herbert for and on account of the sums of money due by them to the said firm of G. W. Pritchard & Co. my note or notes and obligation secured by mortgage or deed of trust for the better securing the payment of the sums due by the said F. W. & J. R. Herbert to my said firm. To do and perform all such acts matters and things, and to sign seal and execute all such acts and deeds as shall and may be requisite and necessary to be done and performed for effecting the purpose and object of this letter of attorney, for and in the name and on behalf of the said firm of G. W. Pritchard & Co. as fully and effectually in all respects and to all intents and purposes, as I myself might or could do if personally present. Hereby ratifying allowing and ordain for firm and effectual all and whatsoever the said attorneys that lawfully do in and about the premises by virtue hereof. In Witness whereof I have hereunto set my hand and seal this Tenth day of the month of June one thousand Eight hundred and thirty six

Scaled and delivered in the presence of  
The King of

G. W. Pritchard

John R. Welch  
State of Louisiana  
Parish and City of New Orleans

Be it known that on this tenth day of June in the year of our Lord one thousand eight hundred and thirty six and the sixtieth of the Independence of the United States of America. Before me Felix Grania, a Notary Public in and for the Parish and City of New Orleans State of Louisiana, duly commissioned and sworn and dwelling in the said City, Personally came Benjamin Thiglon Pritchard merchant residing in the said City of New Orleans and acknowledged the above letter of attorney to be his act and deed. In testimony whereof

I have hereunto subscribed my name, and affixed my seal of office the day and year last aforesaid.



written

J<sup>r</sup> Grima Not. pub

United States of America,

State of June Louisiana.

By Edward D. White, Governor of the State of Louisiana  
These are to certify, that J<sup>r</sup> Grima whose name is subscribed to the instrument of writing herein annexed was at the time of signing the same and is now, a Notary Public in and for the city and Parish of New Orleans, and that full faith and credit are due to all his official acts as such.

Given at New Orleans, under my hand, and seal of the state, this tenth day of June one thousand eight hundred and thirty six and of the Independence of the United States, the sixtieth

By the Governor: E D White  
Martin Blacke Secretary of State  
Recorded the 20<sup>th</sup> day of June 1836.

William P. Anderson } Received for Record the 30<sup>th</sup> day  
J<sup>r</sup> Do. } Secy of Trust } of May Anno Domini 1836.  
Jesse } in colm } This Indenture made and entered  
into this twelfth day of May A<sup>d</sup> eighteen hundred and thirty

six between William P. Anderson of the first part, David P. Crawford of the second part, and Jesse Lincoln (all of the County of Madison State of Mississippi) of the third part, Witnesseth, that the said William P. Anderson for the consideration hereinafter expressed and for the further consideration of the sum of fifteen dollars cash to him in hand paid by the said David P. Crawford the receipt and payment of which is hereby acknowledged, has given, granted, bargained, sold, released, conveyed, and confirmed & doth by these presents, give grant, bargain, sell, release, convey & confirm unto the said David P. Crawford, his heirs, executors, ad-

ministrators and assigns all and singular the following described lands lying and being in the State of Mississippi and County of Madison and known and designated in the plat of survey of lands in and for the Choctaw District as being the south west Quarter of the south west Quarter of section four of township ten of Range three east, containing thirty eight and forty six hundredths of an acre, and the north half of the east half of the south east quarter, and the south half of the west half of the north east quarter, and the east half of the north east quarter, and the north half of the west half of the north east Quarter of section five in township ten of Range three east, and the east half of the north west quarter, and the north half of the west half of the south west quarter of section four of township ten of Range three East, and all that

part of the south west quarter of section five of Township ten of Range three east as lies North of Wakes Creek and also twenty five acres of land off of the North end of the west half of the south east Quarter of section five of township ten of Range three east together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining in any manner whatsoever the same to have and to hold unto him the said David B. Crawford his heirs executors, administrators and assigns forever. And the said William P. Anderson for the consideration herein after expressed and for the further consideration of the sum of fifteen dollars in cash to him in hand paid by the said David B. Crawford, at and before the executing and delivery of these presents the receipt of which is hereby acknowledged, hath bargained, sold and conveyed & by these presents doth bargain, sell and convey unto the said David B. Crawford the following personal property to wit, one Wagon and three yoke of oxen and eleven negro slaves to wit, George aged twenty six years, Niles aged thirty years, Mariah a girl thirteen years, David aged forty five years, Rachael aged thirty eight years, Frances aged sixteen years, Charles aged fourteen years, Floyd aged twelve years, Richard aged eight years, Madison aged four years and Abel a boy aged twelve years the same to have and to hold unto him the said David B. Crawford his heirs, executors or administrators forever. This conveyance bargain and sale is however made upon the following trusts and conditions, Viz, Whereas the said William P. Anderson is indebted to the said Jesse Lincoln in the full and just sum of seven thousand six hundred and twenty five dollars due by three promissory notes of the said William P. Anderson all bearing even date with these presents and payable to the said Jesse Lincoln or order; The first for the sum of five thousand eight hundred and ten dollars due and payable on or before the first day of January A. D. eighteen hundred & thirty seven; the second for the further sum of five thousand eight hundred and ten dollars due and payable on or before the first day of January A. D. eighteen hundred and thirty eight and the third for the further sum of six thousand and five dollars due and payable on or before the first day of January A. D. eighteen hundred and thirty nine and the said William P. Anderson is willing the better to secure the payment of the said sum of money in the said promissory notes specified at the time they each become due respectively due and payable according to their tenor and effect. Now therefore it is covenanted by and between all the parties to this deed: That if the said William P. Anderson shall well and truly pay to the said Jesse Lincoln the said several sums of money in the said several promissory notes specified at the time each

become due and payable according to its tenor that these presents shall forever cease and be void, and the property (both real and personal) above conveyed, shall revert as to the title thereto in the said William P. Anderson. But if the said William P. Anderson shall fail or refuse to pay the said several sums of money in the said several promissory notes specified at the time each becomes due as aforesaid: then it is covenanted by all the parties to this deed that the said David B. Crawford may proceed to sell all or any part of the above property at public auction in the town of Canton to the highest bidder for Cash the said David B. Crawford having first given at least thirty days (in default in the payment of the first note above mentioned or any part thereof) and in case of default in the payment of the second and third notes sixty days) previous notice by public advertisement in some public newspaper printed in Canton or Jackson Mississippi and by posting up notices in three of the most public places in Madison County of the time place and terms of sale; and the said David B. Crawford shall proceed immediately after the sale of said property or any part thereof, to pay over to the said Jesse Lincoln the proceeds of said sale or sales or so much thereof as will be sufficient to pay and satisfy the said Jesse Lincoln his said debt due on either of the said three notes of money after deducting the necessary expenses of sale or sales the same shall be paid to the said William P. Anderson. It is further covenanted that the said property shall remain in the possession of the said William P. Anderson and at his risk: Subject however to be taken into the possession of the said David B. Crawford whenever it may become necessary under the terms of this deed to sell the same or any part thereof or the said David B. Crawford shall be satisfied that the said William P. Anderson shall be about to remove the said personal property out of this State or cause or suffer the same to be done or either wise improperly secrete the same.

and the said David B. Crawford doth hereby covenant that he will well and truly perform all the duties required of him under the provisions of this deed. In testimony whereof all the parties to this deed hereunto put their hands and seals on the day and year first above written.

Test. May 12th 1836. W. P. Anderson  
 J. B. Crawford  
 Jesse Lincoln

State of Mississippi Personally appeared before me J. Calhoun  
 County of Madison Judge of Probates in and for said county  
 the within named William P. Anderson whose name is  
 subscribed to the within deed and acknowledged that he  
 signed sealed and delivered the same to the trustee therein  
 named on the day and year therein written as his vol-  
 untary act and deed and David B. Crawford whose  
 name is subscribed to the same acknowledged that

he signed, sealed and took upon himself the performance of the duties therein devolved, upon him as trustee on the day and year therein written as his voluntary act and deed and the said J. P. Lincoln whose name is subscribed to the within deed also acknowledged that he signed sealed and delivered the same on the day and year therein written as his voluntary act and deed. In testimony whereof I herewith put my hand and seal this 14th day of May A.D. 1836.

J. Callahan, Judge, Seal

Recorded the 22nd day of June 1836.

Jesse Lincoln Esq. Received for Record the 9th day of May Anno Domini 1836. To 3 Sud of Trust. 3 of May Anno Domini 1836. Thomas B. Walter This Indenture made and entered into this first day of March A.D. eighteen hundred and thirty

between Jesse Lincoln of the first part, David B. Crawford of the second part and Thomas B. Walter (all of the county of Madison and State of Mississippi) of the third part, Witnesseth that the said party of the first part for the consideration herein after expressed, and for the further consideration of the sum of fifteen dollars to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, hath given, granted, bargained, sold, conveyed and confirmed, and doth hereby these presents give grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs executors administrators and assigns all and singular

the following described lands lying and being in the county of Madison and State of Mississippi and known and designated in the plot of Survey of lands in the Cherokee District of said State as being the North east quarter of section five in Township ten of Range three east and the North half of the east half of the North east quarter of the same section, also the east half of the South west quarter and the North half of the West half of the South west quarter of section four in Township ten of Range three east containing three hundred and twenty acres, together with all and singular the premises and appurtenances therunto belonging or in anywise appertaining) to have and to hold the above bargained premises unto the said party of the second part his heirs and assigns forever and for the consideration aforesaid the said party of the first part doth for himself, his heirs executors and administrators covenant with the said party of the second part to warrant and defend the right and title to the said land and premises unto the said party of the second part his heirs and assigns forever both at law and in equity, against the lawful or equitable claim or claims

of all and every person or persons claiming or to claim the same or any part or parcel thereof by or through him the said party of the first part, and the said party of the first part hath also for the consideration herein above expressed, bargained sold and conveyed and by these presents doth bargain sell and convey unto the said party of the second part the following described personal property to wit, one waggon and three yokes of Oxen, two horses three cows and three yearlings a stock of hogs and a quantity of Cotton seed & potatoes and three negro slaves to wit, George a negro man about twenty six years old, Ropah a negro woman about thirty years old, and Mariah a negro girl about thirteen years old to have and to hold unto him the said party of the second part his heirs executors and administrators forever. This conveyance bargain and sale is however made upon the following trusts and conditions viz whereas the said Jesse Lincoln is indebted to the said Thomas P. Walter in the full and just sum of eleven thousand six hundred and thirty five dollars payable in two installments the first installment due by the promissory note of the said Jesse Lincoln for five thousand eight hundred and seventeen dollars and fifty cents made payable to the said Thomas P. Walter on the first day of January A.D. eighteen hundred and thirty seven, the second for the sum of five thousand eight hundred and seventeen dollars and fifty cents made payable to the said Thomas P. Walter on the first day of January A.D. eighteen hundred and thirty eight both bearing even date with these presents and the said party of the first part is willing the better to secure the payment of the said sums of money in the said promissory notes specified at the times limited for the payment of the same. Now therefore it is covenanted by and between all the parties to this deed that if the said party of the first part shall well and truly pay to the said party of the third part the said sums of money in the said several promissory notes specified on the day they each become respectively due according to their tenor that these presents shall forever cease and be void, and the property above conveyed both real and personal shall revert as to the title thereto in the said party of the first part: but if the said party of the first part shall fail or refuse to pay the said sums of money in the said promissory notes specified on the day they each become respectively due, or if any part of either of the said promissory notes specified shall remain due and unpaid, then and in that case it is covenanted by all the parties to this deed that the said party of the second part shall and may proceed to sell all or any part of the above described

property at public auction in the Town of Leanton to the highest bidder for cash, the said party of the second part first giving at least thirty days notice in the default in the payment of the first note aforesaid and twenty days in default in the payment of the second note above specified, (provided nevertheless that in case the said Thomas P. Maeter shall fail to execute a good fee simple title to the said Pope Lincoln for all and singular the following tract or parcel of land lying and being in the County of Madison State of Mississippi and known as all that part of the south west quarter of section five of Township ten of range three east as lies north of Dokes Creek and also twenty five acres off the north end of the west half of the south east quarter of section five of township ten of Range three east containing one hundred and eighty five acres of land, then and in that case the power to sell for the nonpayment of the second installment or note above mentioned is hereby withheld and that part of this deed is hereby declared void by all the parties to this deed.) by advertisement in some public News paper printed in the Town of Jackson or Clinton Mississippi and by putting up a dividers in three of the most public places in Madison County in said State of the true terms and place of sale and the said party of the second part shall proceed immediately after the sale of said property to pay over to the said party of the third part the proceeds of said sale or so much thereof as will be sufficient to pay and satisfy the said party of the third part his debt which may be due as aforesaid, and if there should then be a surplus of money after the sale for the first installment due, or after the sale for the nonpayment of the second installment (according to the foregoing provisions of this deed) after the same becomes due & subject to sale according to the foregoing provisions of this deed as aforesaid the same shall be paid to the said party of the first part. It is further covenanted that the said property shall remain in the possession of the said party of the first part & at his risk subject however to be taken into the possession of the said party of the second part whenever it may be necessary under the terms of this deed to sell the same or the said party of the first part shall be sending or conveying the personal property out of this State. And the said party of the second part doth hereby covenant that he will well and truly perform all the duties required of him under the provisions of this deed. In testimony whereof all the parties to this deed hereunto put their hands and seals this first day of March A.D. eight hundred and thirty six

Jesse Lincoln (Sd)  
 D. J. Crawford (Sd)  
 Thos. P. Maeter (Sd)

State of Mississippi } Personally appeared before me  
 County of Madison } E. N. Callahan Judge of Probates  
 in and for said County, the above named Jesse Lincoln  
 who acknowledged that he signed sealed and deliv-  
 ered the foregoing deed of trust to the trustee therein  
 mentioned on the day and year therein mentioned  
 as his voluntary act and deed, and for the purposes  
 therein mentioned. And the said David P. Crawford  
 at the same time, also acknowledged that he signed  
 and sealed the same on the day and year therein  
 mentioned, and for the purposes therein expressed  
 as his voluntary act and deed, and took upon  
 himself the execution of the duties therein devolved  
 upon him. And also at the same time the said  
 Thomas P. Walter acknowledged that he signed  
 sealed and delivered the foregoing indentures on  
 the day and year therein written and for the pur-  
 poses therein expressed, as his voluntary act and  
 deed. Given under my hand and seal the first day  
 of March A.D. 1836.

E. N. Callahan Judge of Probate Seal

State of Mississippi }  
 Madison County } I John H. Rollins Justice of the  
 Peace in and for said County hereby certify that on the  
 day and year above written came also Nancy Lin-  
 coln wife of the said Jesse Lincoln who acknowledged  
 the foregoing as her voluntary act and deed, and that  
 it was done without compulsion of her said hus-  
 band. Given under my hand and seal this 1st March  
 A.D. 1836.

John H. Rollins J.P. }  
 Recorded the 2nd day of June Anno Domini 1836. } Nancy Lincoln

Thomas Sanders } Received for Receipt the 30th  
 day of April 1836. }  
 To } Deed of trust }  
 N. Y. C. Ford & Co } This Indenture of three parts made

and entered into this third day of December in the year aforesaid  
 hundred and thirty five between Thomas Sanders  
 of the County of Madison and State of Missis-  
 sippi of the first part Nicholas M. Ford, Edward  
 Ford and P. H. Goodwin merchants and partners  
 jointly in trade in Wicksburg under the names  
 style and firm of N. Y. C. Ford & Co of the second  
 part, and Allison P. Harrison, (Trustee) of  
 Wicksburg of the third part Witnesseth that  
 whereas the said N. Y. C. Ford & Co have for  
 the special accommodation of the said Thomas  
 Sanders, accepted a Bill of exchange drawn  
 by the said Sanders for the sum of eleven thou-  
 sand two hundred & thirty five dollars and  
 eighty eight cents bearing even date with  
 this instrument, and made payable to the  
 order of one John R. Gentry fourteen months  
 after the date thereof and whereas also the said N. Y. C.

First I have endorsed for the accommodation of the said Sanders  
 a certain other Bill of exchange drawn by him the said Sanders  
 upon the house of Messrs. Hargrett, Woodruff & Ford of the  
 City of New Orleans for the sum of Five thousand, and Seventy  
 and seventeen dollars and ninety two cents, which bears even  
 date with this instrument, and made payable, also, to the order  
 of John W. Briggs fourteen months after the date thereof —  
 and the said Thomas Sanders being desirous to secure and save  
 the said W. V. C. Ford & Co against all & every responsibility as the  
 acceptors and endorsers of the Bills of exchange aforesaid,  
 therefore this indenture witnesseth, that the said Thomas  
 Sanders as well for and in consideration of securing the  
 said acceptors and endorsers from the payment of the  
 Bills aforesaid as the sum of ten dollars to him in hand paid  
 by the said W. V. C. Ford & Co a. l. and before the sealing and  
 delivery hereof, the receipt whereof is hereby acknowledged  
 hath bargained and sold and by these presents doth bar-  
 gain and sell unto him the said John P. Harrison and  
 to his heirs, executors, administrators and assigns,  
 forever the following negro Slaves, to wit, a negro man named  
 Henry, aged twenty two years, Sothy aged twenty two years,  
 Alfred aged five years, Tom aged twenty two years, Lin-  
 thia aged twenty five years and Girl, aged four years  
 Moses aged twenty five years, Leathorn aged six months,  
 Mary aged twenty one years, Clark aged three years, a  
 child aged six months, Britt aged twenty years, Amy aged  
 seventeen years, Mary aged fifteen years, Saline aged thirteen  
 years, Moses aged twenty six years, Bill aged seventeen  
 years, Governor aged six years Betty aged thirty years  
 & child aged five years, Nancy aged twenty four years,  
 Caroline aged eight years and Charles aged twenty seven  
 years — I have and to hold the said negro Slaves unto  
 him the said John P. Harrison and to his heirs, executors,  
 administrators & assigns forever — upon trust nevertheless  
 to be and to the following purposes, conditions & intents  
 and no more other whatever. First all of said negro Slaves  
 shall be & remain in the possession & to the sole use and  
 benefit of him the said Sanders, upon his plantation in said County  
 of Madison where they now are, until he the said Sanders  
 or his legal representatives shall neglect, fail or refuse  
 to pay & take up the said Bills of exchange at the maturity of  
 the same, according to the tenor and effect thereof, or otherwise  
 shall fail or refuse to save and keep harmless & indemnify  
 the said W. V. C. Ford & Co from the payment of the  
 said Bills as the acceptors and endorsers thereof, when  
 the same shall be due & payable, and all costs & dam-  
 ages thereon, so that the said W. V. C. Ford & Co, as said  
 acceptors and endorsers shall have to take up &  
 pay the same, then and in that event the said John  
 P. Harrison as said trustee, shall at the request of  
 the said W. V. C. Ford & Co or either of them take  
 the said negro Slaves into his possession & proceed  
 to sell the same for cash at public sales, or so many  
 thereof as shall be sufficient to satisfy & reimburse



the said W. & C. Ford & Co from whatever amount of money they may have to advance upon said Bill or Bills as said acceptors and endorsers & all interest damages, & charges thereon, said Harrison shall first give thirty days notice of said sale in some News Paper printed in said County of Madison or in Kinross County adjoining, and after defraying all reasonable & necessary expenses of said advertisement & sale, shall pay over to the said W. & C. Ford the amount of money they may have paid out upon said Bill or Bills as aforesaid, & the balance of money if there should be any arising from said sale to pay over to the said Sanders or to his legal representatives. In testimony whereof we have hereunto set our hands & seals the day & year first above written.

Thos Sanders *Seal*  
 W. & C. Ford *Seal*  
 J. P. Harrison *Seal*

The State of Mississippi  
 Warren County, ss

I Robert Garland clerk of the Circuit Court of Warren County in said state do certify that Thomas Sanders Edmund Ford and Wilson P. Harrison with them named who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their voluntary act and deed.

T. S.

Given under my hand and seal of said Court this third day of December 1835

R. Garland Clerk

Recorded the 28th day of June A. D. 1836

James F. Griffin wife & Received for record the 24th day of June 1836  
 To & Seal & day of June 1836  
 James P. Thomas & This Indenture made and entered into this seventh day of June A. D. eighteen hundred and thirty six between James F. Griffin and Susan C. Griffin his wife parties of the first part, James P. Thomas and William Bartley of the second part, William L. Palfour of the third part all of the County of Madison and State of Mississippi. Witnesseth that the parties of the first part, for the consideration herein after expressed and for the further consideration of fifteen Dollars to them in hand paid by the said James P. Thom-

as, and William Bartley, the receipt of which is hereby acknowledged, have given, granted, bargained, sold, released, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, release, convey, and confirm, unto the said James P. Thomas and William Bartley their heirs, executors administrators and assigns all and singular the following described lands lying & being in the State and County aforesaid and known and designated in the State of Survey of ~~land in the Cherokee District~~ as being the ~~North~~ east Quarter & South East Quarter and the east half of the South West Quarter of Section thirty four, and the South West Quarter and the west half of the South East Quarter & the west half of the North West Quarter of Section thirty five, and the South West Quarter of Section twenty six all in Township eleven of Range three east of the basis meridian line, and also the east half of the North East Quarter of Section three, and the west half of the North West Quarter of Section two in Town-

ship Ten of Range three east of the basis meridian line, containing eleven hundred and eleven acres and sixty nine hundredths of an acre or thereabouts be the same more or less, together with all and singular the premises hereditaments and appurtenances thereunto belonging or in anywise appertaining; To have and to hold the above bargained premises unto the said James P. Thomas and William Bartley their heirs executors and administrators or assigns forever; and for the consideration aforesaid the said parties of the first part do for themselves their heirs, executors and administrators, covenant to warrant and defend the right to the said premises, unto the said James P. Thomas and William Bartley their heirs, executors administrators & assigns forever both at Law and in equity against the lawful or equitable claims or demands of themselves and of all and every other person whatsoever claiming or to claim the whole or any part or parcel thereof. And the said James P. Griffin and Susan S. Griffin his wife for the consideration herein after expressed and for the further consideration of the sum of Twenty five dollars to them in hand paid by the said James P. Thomas and William Bartley the receipt of which is hereby acknowledged, have bargained, sold, and conveyed and by these presents do bargain, sell, and convey, unto the said James P.

Thomas and William Bartley the following personal property, to wit, Negro man named Joe aged forty years, Brick aged thirty years, Leane aged twenty years, Philip aged twenty two years, Adison aged twenty one years, Jerry aged twenty years, Moses a mulatto aged twenty two years, George B. aged eighteen years, George C. aged eighteen years, Lewis aged eighteen years, Mike aged twenty six years, Ted aged sixteen years, Peter

aged fifteen years, Peter aged fifteen years, Captain aged thirteen years, Henry aged thirteen years, Westley aged eleven years, Sampson aged nine years, Tom aged nine years, Henry aged twenty years, Isaac aged sixteen years, Katy a mulatto aged fifty years, Hannah aged forty years, Lawrence aged thirty years, Amanda aged twenty two years, Mary Rogers, aged twenty four years, Ann aged twenty four years, Anna aged sixteen years, Rose aged twenty one years, Lila, aged twenty five years, Nancy aged twenty five years, Francis aged twenty two years, Lydia mulatto aged twenty years, Mary aged sixteen years, Abby aged twelve years, Lydia aged twenty five years, and her infant girl child, Susan aged four years, little Jacob (Francis child) aged one year; To have and to hold unto them the said James P. Thomas and William Bartley their executors or administrators forever. This conveyance, bargain, and sale is however made upon the following trusts and conditions viz, Whereas the said James P. Griffin, is indebted to the said William L. Palfour in the just sum of Seventy nine thousand one hundred and seventy two dollars Twenty seven Thousand Dollars of which has been secured to be paid to the said William L. Palfour, by Draft drawn on Messrs Stanton, Buckner & Co for Ten Thousand Dollars due on the twenty third day of April A.D. eighteen hundred and thirty seven - and five thousand dollars stock of the Commercial Bank of Natchez and a note for twelve thousand dollars payable on the twenty third day of April A.D. eighteen hundred and thirty eight, to the order of Messrs Stanton, Buckner & Co in the Commercial Bank of Natchez Fifty two thousand one hundred and twenty two dollars due by the said promissory notes of the said James P. Griffin all dated at Canton on the twenty third day of April A.D. eighteen hundred and thirty six, and made payable to the said William L. Palfour or order, the first for twelve Thousand four hundred and forty three dollars due & payable on the twenty third day of April A.D. eighteen hundred and thirty seven the second for the same sum of money and due on the twenty third day of April A.D. eighteen hundred & forty, the third for the sum of thirteen thousand six hundred and forty three dollars due on the twenty third day of April A.D. eighteen hundred and forty one. The fourth note for the sum of thirteen thousand six hundred and forty three dollars due on the twenty third day of April A.D. eighteen hundred and forty one. The fourth note for the sum of thirteen thousand six hundred and forty three Dollars due & payable on the twenty third day of April A.D. eighteen hundred and forty two and the said James P. Griffin and Susan G. Griffin his wife are willing the better to secure the payment of the said sum of fifty two thousand one hundred and seventy two dollars, specified in the said four last mentioned promissory notes at the several periods of time limited for the payment of the same according to their tenor and effect. Now therefore it is covenanted by and between all the parties to this deed, that if the said James P. Griffin

shall well and truly pay to the said William L. Palfour the sum of Fifty two Thousand one Hundred and seventy two Dollars the amount of the four last mentioned promissory notes on or before the day they each become respectively due and payable according to their tenor and effect that these presents shall forever void and be void, and the property above conveyed shall revert as to the title thereto in the said James P. Griffin, but if the said James P. Griffin shall fail or refuse to pay the said several sums of money in the said four last promissory notes specified on or before the day they each become respectively due and payable according to their tenor or if any part of said sum of money specified in either of the said four promissory notes last mentioned should become due and remain unpaid then it is covenanted by all the parties to this deed that the said James P. Thomas and William Gantley or either of them may proceed to sell the above described property at public auction in the Town of Guntersville, to the highest bidder for cash the said party of the second part having first given at least sixty days previous notice by public advertisement in a public News Paper printed in Jackson, and by putting them up in three of the most public places in Madison County of the time place and terms of sale, and the said James P. Thomas and William Gantley or either of them shall proceed immediately after the sale of said property or any part thereof to pay over to the said William L. Palfour the proceeds of the said sale or sales or so much thereof as will be sufficient to pay and satisfy the said William L. Palfour his said debt due on either of the two last mentioned promissory notes as aforesaid and if there should then be a surplus of money after deducting the necessary expenses of the sale or sales the same shall be paid to the said James P. Griffin. It is further covenanted that the said property shall remain in possession of the said James P. Griffin and at his house subject however to be taken into the possession of the said James P. Thomas and William Gantley or either of them whenever it may become necessary under the terms of this deed to sell the same or any part thereof or the said James P. Thomas and William Gantley shall be satisfied that the said James P. Griffin shall be about to remove said personal property out of this state or County, or to create the said personal property or any part thereof, or cause the same to be done, and the said party of the second part doth hereby covenant that they will well and truly perform the duties required of them under the pro-

visions of this deed. In testimony whereof all the parties to this deed have hereunto set their hands and affixed their seals on the day and year first above written.

Signed, sealed and delivered in presence of } James F. Griffin (seal)  
Susan G. Griffin (seal)  
J. Thomas (seal)  
Wm Gattley (seal)  
Wm L. Galfour (seal)

State of Mississippi }  
Madison County } Personally appeared before me D. Mitchell a Justice of the Peace for said County the above named James F. Griffin and Susan G. Griffin (his wife) who severally acknowledged that they signed sealed and delivered the foregoing deed of trust on the day and year therein mentioned as their act and deed. And on a private examination separate and apart from her husband the above named Susan G. Griffin acknowledged that she signed sealed and delivered the same as her voluntary act and deed without any fear threats or compulsion from her husband. Given under my hand seal this seventh day of June A.D. 1836. D. Mitchell Jus Peace (seal)

State of Mississippi } Personally appeared before me  
Madison County } D. Mitchell a Justice of the Peace for said County the above named James P. Thomas and William Gattley (Trustees in the foregoing deed of trust) who severally acknowledged that they signed sealed and delivered the foregoing deed of trust on the day and year therein mentioned as their act and deed for the purposes therein mentioned. Given under my hand and seal this seventh day of June A.D. 1836. D. Mitchell Jus Peace (seal)

State of Mississippi } Personally appeared before me  
Madison County } D. Mitchell a Justice of the Peace of said County the above named William L. Galfour who acknowledged that he signed sealed and delivered the foregoing deed of trust on the day and year therein mentioned as his act and deed. Given under my hand and seal this 16th day of June A.D. 1836. D. Mitchell Justice (seal)

Recorded the 24th day of June A.D. 1836.

Richard Christmas } Received for Record the 14th day  
Wife } Decd } of April A.D. 1836.  
Jefferson H. Thorne } This indenture made the first day of February in the year of our Lord eighteen hundred & thirty six between Richard Christmas & Martha his wife of the County of Madison in the State of Mississippi of the one part; and Jefferson Thorne of the other part witnesseth that the said Richard Christmas and Martha his wife

in consideration of the sum of Eighty four thousand dollars to them in hand paid by the said Jefferson Fatheres at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said Jefferson Fatheres his heirs, executors and administrators, by these presents have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Jefferson Fatheres and to his heirs and assigns forever, all that tracts parcels of land lying being in the County of Madison & State aforesaid to wit, the south half of Section thirty three five in Township eight of Range one west, the west half of the north east quarter & the north west quarter of Section thirty five in Township eight range one west, the west half of the north east quarter of Section two, in Township seven, of range one west the east half of the north east quarter of Section two of same township & Range, the west half of the west half of North east quarter of Section thirty four, Township eight range one west, the east half, of the east half of the North west quarter of Section thirty four, Township and range aforesaid, The west half of the north west quarter, of Section 34, Township eight & Range one west, The east half of the north east quarter of section thirty three Township & Range last aforesaid, containing nine hundred and sixty acres, be the same more or less together with all and singular the appurtenances therunto belonging or in anywise appertaining: and also all the estate, right, title, interest, property, claim and demands whatsoever of them the said Richard Christmas and Mary E his wife in Law or equity, or otherwise howsoever, of, in, to, or out of, the same. To Have and to hold, the said Land, and premises hereby granted with the appurtenances unto the said Jefferson Fatheres and his heirs and assigns forever in Fee Simple, to the only proper use and behoof of the said Jefferson Fatheres his heirs and assigns forever. And the said Richard Christmas and Mary E his wife for themselves their heirs, executors and administrators do covenant, promise grant and agree to and with the said Jefferson Fatheres his heirs and assigns by these presents, that they the said Richard Christmas and Mary E his wife and their heirs, the said above mentioned and described land and premises hereby granted with the appurtenances, unto the said Jefferson Fatheres his heirs and assigns, against them the said Richard Christmas and Mary E his wife and their heirs, and against all and every person and persons to whomsoever lawfully claiming or to claim the same; shall and will warrant and forever defend by these presents. Inteshimony whereof the said Richard Christmas and Mary E his wife have hereunto set their hands and affixed their seals the day and date first above written.

Signed sealed & delivered in presence of  
 A. W. Curving

Richard Christmas  
 Mary E. Christmas

State of Mississippi } Personally appeared before the undersigned  
 Madison County } I signed a Justice of the Peace of said  
 County the above named Richard Christmas who acknowledged that he signed sealed and delivered the foregoing  
 deed on the day and year therein mentioned as his act  
 and deed. Given under my hand and seal this second  
 day of February A.D. 1836. L. W. Curing J. P. (Seal)

The State of Mississippi }  
 Madison County } Personally appeared before me  
 the undersigned Justice of the Peace in and for  
 said County, Mary E. Christmas wife of the within  
 mentioned Richard Christmas who being examined  
 separate and apart from her husband, acknowledged  
 she signed sealed and delivered the within deed  
 as her act and deed, freely without the fears threats  
 or compulsion of her husband or the fear of his dis-  
 pleasure, on the day and year therein mentioned.  
 Given under my hand and seal this 13th day of  
 April. A.D. 1836. L. W. Curing J. P. (Seal)  
 Recorded the 28th day of June 1836.

Jefferson Fathere } Received for record the 14th  
 wife } Sec'd of trust } day of April 1836.  
 Richard Christmas } This indenture made this  
 twenty first day of March in the year of our Lord a thou-  
 sand eight hundred and thirty six, between Jef-  
 ferson Fathere and Rachael his wife, of  
 Madison County and State of Mississippi, of  
 the one part, and Henry Christmas of the  
 same County and State aforesaid, of the second  
 part and Richard Christmas of the same  
 County and State aforesaid of the third part,  
 witnesseth that whereas the said Jefferson  
 Fathere, at Livingston on the seventh day  
 of January in the year of our Lord aforesaid,  
 made his three several promissory notes,  
 in that date for the payment to the said Richard  
 Christmas or order for value received, The first  
 for sixteen thousand, seven hundred and ninety  
 one dollars, payable on the first day of March  
 A.D. 1839. The second for seventeen thousand  
 five hundred and twenty one dollars payable  
 on the first day of March A.D. 1840. The  
 third for eighteen thousand three hundred and  
 fifty one dollars, payable on the first day  
 of March A.D. 1841; and the said Jefferson Fathere is  
 desirous to secure to the said Richard Christmas the pay-  
 ment of the said notes as they shall respectively mature  
 Therefore he the said Jefferson Fathere and Rachael  
 wife for and in consideration of the promises and of one  
 dollar to them in hand paid by the said Henry Christmas  
 the receipt whereof is hereby acknowledged, have trans-  
 acribed and set forth the contents hereof in the fol-  
 lowing manner to wit: That the said Jefferson Fathere and Rachael  
 wife do hereby covenant and warrant unto the said Richard Christmas  
 his heirs and assigns forever that they will and lawfully shall pay  
 unto the said Richard Christmas his heirs and assigns the principal  
 and interest of the said notes as they shall respectively mature  
 according to the tenor and contents of the said notes and of the  
 receipt whereof is hereby acknowledged, and that they will and  
 lawfully shall defend and save the said Richard Christmas his heirs  
 and assigns harmless from all and singular claims demands  
 actions suits damages costs charges and expenses of law and  
 otherwise which may be made against or incurred by the said  
 Richard Christmas his heirs and assigns in consequence of the  
 performance of the said covenants and warranties hereof made  
 by the said Jefferson Fathere and Rachael wife unto the said  
 Richard Christmas his heirs and assigns as aforesaid.

Canton Nov. 11th 1836.  
 The full satisfaction of the within  
 name Jefferson Fathere and Rachael  
 witness this day of trust: Richard Christmas

convey and confirm to him the said Henry Christmas his legal representatives and successors, the following parcels or tracts of land, situate and being in the County and State aforesaid to wit, The south half of section thirty five, in Township eight of Range one west, The west half of the north east quarter of section thirty five in Township eight of Range one west. The north west quarter of section thirty five in Township eight of Range one west. The west half of the north east quarter of section two in Township seven of Range one west. The east half of the north east quarter of section two in Township seven of Range one west. The west half of the west half of the north east quarter of section thirty five in Township eight of Range one west. The east half of the east half of the north west quarter of section thirty four in Township eight of Range one west. The east half of the north west quarter of section thirty four in Township eight of Range one west. The east half of the north east quarter of section thirty three in Township eight of Range one west. Together with the following negroes, slaves for life, and their increase to wit; Moses, George, John, Captain, Matthias, Mingo, Robert, Matthias, Charles, Isaac, Saml, Alfred, Charles, Jeff, Henry, Allen, Perry, Harriott, Jane, Harriott, Halsey, and their two children, Miriam, Patsy, Lovina, Callan, Sophia, Jane, Easter, old Henry, Mariah, Hannah, Jim, Henry and Mary Ann and one child. & Murrey.

To have and to hold, the aforesaid lands, premises and negroes, with their increase, herein conveyed, (excepting as herein excepted) with the appurtenances to the said Henry Christmas, and his successors and legal representatives free from and against the right, title, or claim of them the said Jefferson Father and Rachel his wife, and, all and every person or persons whatsoever: and so the same are warranted and are to be defended, and also they warrant the title of the said negroes and their increase. And this conveyance is in trust that if after the expiration of sixty days from and after the maturity of the first aforesaid note, its amount or any part thereof shall be unpaid, to the said Richard Christmas, and he shall request it shall be the responsibility of the said Henry Christmas his successors and legal representatives, after giving thirty days prior notice by advertisement in the County aforesaid to sell at public auction to the highest bidder or bidders, for cash, so much of the aforesaid property, both real and personal, as thereto may suffice, and out of the proceeds pay the amount so due and unpaid to the said Richard Christmas and the surplus (if any) to the said Matthew or his assigns, first however paying the charges of sale. And if at the expiration of sixty days from and after the maturity of the second aforesaid note, its amount or any part thereof be unpaid to the said Richard Christmas, then also at his request, the said Henry Christ.



may shall proceed in a like manner to sell more and as  
 sufficiency of the aforesaid property herein conveyed, and  
 make a like application of the proceeds, as above in  
 regard to the first note. And in like manner the said  
 Henry Christmas, his successors or legal representa-  
 tives (as in reference to the default on the first note) shall  
 proceed to sell and apply the product at the end of sixty  
 days, from and after the maturity of the last mentioned  
 third note, so that the whole and every part may thereby  
 be satisfied and paid. And in witness hereof, the said  
 Henry Christmas or his successors or legal representatives  
 shall make to the purchaser or purchasers a deed or  
 deeds for the said lands and negroes with their in-  
 crease to hold; but until such sale shall intervene  
 the said Jefferson Fatherees, may retain possession  
 of the land and negroes conveyed. And finally if the  
 the said Jefferson Fatherees shall as herein contempla-  
 ted fully pay and satisfy the said three aforesaid  
 promissory notes, then and thereafter this deed is to  
 be null, and as if never made.

In testimony whereof the parties hereto have set  
 their hands and affixed their seals the day and year  
 within written.

Signed, sealed and delivered      Jefferson Fatherees (seal)  
 in presence of      his  
 John G. Pitt      Rachel X Fatherees (seal)  
 & W. Cowing      marks

The State of Mississippi }  
 Madison County }      H. Christmas (seal)  
 Personally appeared before me      R. Christmas (seal)  
 the undersigned, Justice of the Peace in and for said  
 County the within named Jefferson Fatherees, who acknowl-  
 edged he signed, sealed and delivered the foregoing deed  
 in trust on the day and year therein written as his own  
 act and deed. Also appeared before me at the same time the  
 within named Rachel, wife of the above said Jefferson  
 Fatherees, and who being duly examined, she swore and depone-  
 from her said husband, acknowledged, she signed, sealed  
 and delivered, the foregoing deed in trust, as her own  
 voluntary act and deed without any fear or threats, or  
 incurring the displeasure of her said husband. Also came  
 the said Richard Christmas, who acknowledges he signed  
 sealed and delivered the foregoing deed in trust as his  
 own act and deed.

Given under my hand & seal this 2nd day of  
 March A.D. 1836.      W. Cowing, J.P. (seal)

Recorded the 28th day of June 1836.

The Board of County Police & Recruit for the County of Madison  
 To the Deed. the 27th day of June  
 Albert T. Leffingwell 1836.

The State of Mississippi & Madison County Whereas, an act of the Legis-  
 Madison County Statute of the State of Mississippi  
 approved on the first day of March A.D. 1833, the Board  
 of Police for the County of Madison in the State of Mississippi  
 were authorized and empowered to contract for or to  
 receive as a donation, a certain parcel or tract of land  
 in said county, upon which to locate a Town as a perma-  
 nent seat of Justice for said County - which said town  
 was to be known & designated by the name of Canton  
 and whereas, in pursuance of the provisions of said  
 act, such selection has been made, and such town  
 laid off - a plat of which has been placed of record  
 among the proceedings of said Board of Police  
 and whereas a sale of the lots in said Town of  
 Canton was had on the 26th, 27th & 28th days of  
 May in the year A.D. 1834, at which sale David M.  
 Fulton became the purchaser of Lot D according to  
 the plan of said Town, at the price of one Hundred  
 and thirty five dollars the payment of which has been  
 duly received. Now all newly these presents that we  
 the undersigned members of the Board of Police for  
 the County of Madison for the time being, in consideration  
 of the said sum of one Hundred & thirty five dollars  
 paid or secured to the said Board by the said Da-  
 vid M. Fulton and by virtue of the power in us  
 vested by the act of the Legislature above referred  
 to, have granted, bargained, sold, and released,  
 and by these presents do grant, bargain, sell and  
 release unto Albert T. Leffingwell that certain lot  
 in the town of Canton, known in the plan of said town  
 as lot D together with all and singular the rights  
 hereditaments and appurtenances to the said premises  
 incident or in anywise appertaining, to have and to  
 hold, all and singular, the premises before mentioned  
 unto the said Albert T. Leffingwell his heirs and  
 assigns forever and he do hereby bind ourselves  
 and our successors in office, under the name and  
 style of the Board of Police for Madison County, to  
 warrant & forever defend, all and singular, the  
 said premises, unto the said Albert T. Leffingwell  
 his heirs and assigns, against all lawful claims  
 whatsoever. In testimony whereof, we have hereunto  
 set our hands and caused our corporate seal to  
 be fixed this 21st day of May A.D. 1836.

LS  
 Eli Richard  
 W. D. Henry  
 John Montgomery

The State of Mississippi & Madison County  
 of the Probate Court, do hereby certify that Eli Rich-  
 ard, William D. Henry and John Montgomery

...truly appeared before me, and severally acknowledged that they jointly stated and delivered the within and on the day and year therein mentioned as being at writing and seal and date.

In witness whereof my hand and seal of office I set the 31st day of March 1836.  
William Wiley, Clerk

Nancy Robinson & Augustus W. Robinson  
A.W. Robinson } Received for Record the 15th  
To } day of April 1836.

John G. Ott } This Indenture made this first  
day of February in the year  
of our Lord one thousand eight hundred and thirty six

between Nancy Robinson, and Augustus W. Robinson, both of Madison County, and State of Mississippi of the one part; John G. Ott of same county and State aforesaid of the second part, and Charles L. Estill of the same County and State aforesaid, of the third part: Witnesses that whereas the said Nancy Robinson, and Augustus W. Robinson, at Livingston, on the day and year above written, made their two several promissory notes, of that date for the payment to the said Charles L. Estill or order for value received the first for two thousand two hundred and ninety six dollars, and ninety one cents, payable on or before the first day of March A.D. 1837, and the second for two thousand two hundred and ninety six dollars, and ninety one cents, payable on or before the first day of March A.D. 1838 and the said Nancy Robinson and Augustus W. Robinson, are desirous to secure to the said Charles L. Estill, the payment of the said notes as they shall respectively mature. Therefore they the said Nancy Robinson and Augustus W. Robinson, for and in consideration of the promise and of one dollar to them in hand paid by the said John G. Ott, have bargained, and sold, and do now here bargain sell, grant and convey and convey to him the said John G. Ott, or his successors, and legal representatives, following parcels or tracts of land situate and being in the County & State aforesaid to wit, The South east quarter of Section Number Thirty two, in Township Eight of Range one east. The North half of the west half of the North west quarter and the South half of the west half of the South west quarter, of Section Number thirty one of Township eight of Range one east. The following are situate and being in Herd County, State aforesaid, to wit: The west half of the North east quarter of Section number five in Township seven of Range one east, The South half of the east half of the North west quarter of Section number five, in Township seven

Small given by these presents that  
most of the foregoing deeds of trust have the  
day received of 2308.41. in full for the last payment  
therein specified - when you this and is now  
satisfied - and is now null void  
John G. Ott  
Clerk  
March 1836

respectively mature. Therefore they the said Nancy Robinson and Augustus W. Robinson, for and in consideration of the promise and of one dollar to them in hand paid by the said John G. Ott, have bargained, and sold, and do now here bargain sell, grant and convey and convey to him the said John G. Ott, or his successors, and legal representatives, following parcels or tracts of land situate and being in the County & State aforesaid to wit, The South east quarter of Section Number Thirty two, in Township Eight of Range one east. The North half of the west half of the North west quarter and the South half of the west half of the South west quarter, of Section Number thirty one of Township eight of Range one east. The following are situate and being in Herd County, State aforesaid, to wit: The west half of the North east quarter of Section number five in Township seven of Range one east, The South half of the east half of the North west quarter of Section number five, in Township seven

(27)

of Messrs. one part. To have and to hold, the said lands here  
 in conveyed, (excepting as herein excepted), with their ap-  
 purtenances to the said John G. Ott, and his success-  
 ors or legal representatives, free, from and against  
 the right, title or claim of all and every person or persons  
 whatsoever, and so the same are to own and to be  
 are to be defended. Yet this conveyance is in Trust,  
 that if after the expiration of thirty days from and  
 after the maturity of the aforementioned first note  
 its amount, or any part thereof shall be unpaid to the  
 said Charles L. Estlin, and he shall request, it  
 shall thereupon be the duty of the said John G. Ott  
 his successors or legal representatives, after giving  
 thirty days prior notice, by advertisement to the  
 Counties of Madison and Hinds to sell at pub-  
 lic auction to the highest bidder or bidders for  
 cash so much of the aforesaid lands as the bids  
 may suffice, and out of the proceeds pay the amount  
 so due and unpaid to the said Charles L. Estlin  
 and the surplus if any to the said Nancy Rob-  
 inson and Augustus W. Robinson, first however pay-  
 ing the charges of sale. And if at the expiration of  
 thirty days from and after the maturity of the above  
 mentioned second note, its amount or any part  
 thereof be unpaid to the said Charles L. Estlin, then  
 at his request, the said John G. Ott, shall proceed  
 in a like manner to sell more or less as sufficiency  
 of the said lands and make a like application  
 of the proceeds, as above in regard to the first note.  
 And upon each sale the said John G. Ott, or his  
 successors and legal representatives shall make to  
 the purchaser or purchasers, a deed or deeds for  
 the lands so sold; But until such sale or sales  
 shall intervene the said Nancy Robinson and  
 Augustus W. Robinson may retain possession of  
 the said lands, conveyed. And finally if they shall  
 as herein contemplated fully pay and satisfy the  
 said two several notes, then and thereafter this  
 deed is to be null, and as if never made.

In Testimony Whereof all the above parties have  
 hereunto set their hands and affixed their seals  
 the day and year above written.

Signed sealed and  
 delivered in presence of }  
 Mill L. Hunt } Nancy Robertson  
 } A. W. Robinson  
 } John G. Ott  
 } C. L. Estlin

The State of Mississippi }  
 Madison County } Personally appeared before  
 me the undersigned a Justice of the Peace in and for  
 said County, the within named Nancy Robinson, who  
 being duly examined and sworn to, she  
 signed, sealed and delivered the foregoing

deed, for the purposes therein contained, as her own  
act and deed, and also came the within named  
Messrs. Robinson, who also acknowledge  
he signed sealed and delivered the foregoing deed  
for the purposes therein contained as his own  
act and deed, and also came the said Ott and  
Ctills who both acknowledge that they signed and  
sealed the foregoing deed as their own act and  
deed for the purposes therein specified.

Given under my hand this 5th day  
of April A.D. 1836  
J. H. D. Ward Secy

Recorded the 29th day of June 1836.

Septa. J. Hollingsworth Received for Record this 18th  
& Huntington McCanley day of April A.D. 1836.

To the Deed of trust  
Richey & Richey

*of the County of Madison State of Mississippi*  
I, Andrew Richey Minister  
do hereby certify that the above deed of trust and the  
acknowledgments of the same by James Richey as co-trustee  
and as administrator of the estate of the deceased  
James Richey (deceased) a knowledge having been  
had by me, and by the said James Richey and benefit from  
said deed of trust, in testimony whereof I have to put my  
hand and seal this 5th day of March A.D. 1836

This Indenture made this the  
of April eighteen hundred and thirty six  
between Septa. J. Hollingsworth and Ham-  
lenton McCanley of the County of Madison and  
State of Mississippi of the first part and  
James Richey and A. Richey of the County of  
Hinds and State of Mississippi of the other  
part whereas the said Septa. J. Hollings-  
worth and Hamlenton McCanley are jointly  
indebted to George Crockett & David Parks  
merchants known and trading under the  
firm & style of Crockett & Parks in the sum  
of ten thousand two hundred and seventy  
dollars, to be paid as follows, to wit, thirty  
two hundred & forty dollars & nine cents  
twelve months after the date of this in-  
denture which be April 18th eighteen hun-  
dred & thirty seven, and the sum of thirty  
four hundred & twenty three dollars and  
forty nine cents twenty four months after  
the date of this Indenture, which will be April the  
eighteenth, eighteen hundred & thirty eight, also the  
sum of thirty six hundred and six dollars and eighty  
nine cents, thirty six months after the date of this  
indenture, which will be the eighteenth day of April  
nineteen hundred & thirty nine, as his notes bearing  
date on the eighteenth day of April eighteen hundred  
& thirty six now fully appears all of which said notes  
are also secured by Samuel Cuning, which debt the  
said Hollingsworth & McCanley are desirous to secure  
for this Indenture. Witnesseth, that in and for the con-  
sideration of ten dollars to the said Hollingsworth  
& McCanley in hand paid by the said James Richey and  
A. Richey the receipt whereof is hereby acknowledged  
they the said Hollingsworth & McCanley have

State of Mississippi the County of Madison  
County of Madison the full satisfaction of the said  
debt on the 16th March 1836  
Crockett & Parks  
James Richey  
A. Richey

given, granted, bargained, sold and conveyed, and by their presents do give grant bargain, sell and convey unto the said James Richey & A. Richey, his heirs and assigns forever the following described tracts of lands lying and being in the County of Madison & State of Mississippi in Township 10, Range 5 East, S. E. 1/4, N. W. 1/4 and S. W. 1/4 of T. 12, R. 5, E. 1/4 Section 21, containing one hundred and ninety eight & half acres, also the S. W. 1/4 of E. 1/2 S. E. 1/4 Section 17, containing two hundred and thirty acres and half; also the following described tracts of land lying & being in the County of Leake and State aforesaid, Township 11, Range 6 East: The East 1/4 of the North 1/2 of Section 13; The South 1/4 of the East 1/4 South 1/2 Section 12; The West 1/2 of S. West 1/4 Section 24. The S. E. 1/4 of S. E. 1/4 Section 23, in all three hundred & twenty acres, also Township 11 Range 7 East: The S. W. 1/4 Section 18, The S. W. 1/4 of S. W. 1/4 Section 7, also W. 1/2 of S. E. 1/4 Section 18, all of which amounts to two hundred & eighty acres. Together with all and singular the privileges and appurtenances to the same belonging, To have and to hold said tracts of lands above described with the appurtenances unto the said James Richey and A. Richey their heirs and assigns forever and the said Hollingsworth and McCauley for themselves their heirs executors and administrators do hereby convene and agree with the said James Richey and A. Richey their heirs and assigns forever that the aforesaid tracts of lands with all and singular the appurtenances, unto the said James Richey & A. Richey their heirs and assigns forever, that the said Hollingsworth & McCauley with and their heirs executors and administrators shall forever warrant and defend against the lawful claims of all persons upon their never the less, that the said James Richey and A. Richey their heirs and assigns shall permit the said Hollingsworth & McCauley their heirs and assigns to remain in the quiet and peaceable possession of the said tracts of lands above described with the appurtenances, and to take the rents and profits thereof to their own use, until default be made in the payment of the said sum of five hundred and seventy dollars either in whole or in part, as the same becomes due & payable, and then upon this further trust, that the said James Richey and A. Richey their heirs or assigns, upon default of the payment of the said sum aforesaid, or any part thereof as it shall be due & payable, and upon request of the said Crockett & Parks their executors or administrators, or if the said James Richey and A. Richey shall think proper without such request, to sell said tracts of lands at public sale or an auction for ready money to the highest bidder, giving first given notice in some newspaper in the counties where said tracts of lands

the (or by written advertisement provided there be no news paper in said counties) for thirty days of the time & place of sale and out of the money arising from said sale, shall after satisfying the charges thereon, and all other expenses attending the premises, pay to the said Leacock & wife or to their executors administrators or assigns the sum of ten thousand two hundred & seventy dollars the sum aforesaid mentioned, or so much as may be due, with interest thereon, and the balance if any shall be paid to the said Hollingsworth & McCauley their executors administrators or assigns, But if the whole of said debt and interest if shall be due thereon, shall have been paid fully off and discharged on or before the sixteenth day of April eighteen hundred & thirty six it being the day & year on which the last payment of the said sum of ten thousand two hundred and seventy dollars is due, then this indenture is to be void and of no effect else to remain in full force and virtue. In testimony whereof the said parties have hereunto set their hands & seals the day and year first above written.

J. T. Hollingsworth (seal)  
 Hamilton McCauley (seal)

The State of Mississippi

Madison County } Personally appeared before me  
 William Riley Clerk of the Probate Court of said County  
 Jephtha T. Hollingsworth and Hamilton McCauley and  
 acknowledged that they signed sealed and delivered  
 the annexed and foregoing deed of trust on this day and  
 year therein mentioned as their act and deed, and  
 for the purposes therein contained.

G. J. Given under my hand and seal of Office this  
 18th day of April Anno Domini 1836.  
 William Riley Clerk

Recorded the 29th day of June 1836.

George Robinson & wife } Received for record the 20th  
 Ch. J. Secy } day of April 1836.  
 Wiley Johnson } This Indenture made and  
 entered into this 24th day of January one thousand eight  
 hundred & thirty six between George Robinson & Ann  
 Robinson his wife of the first part, and Wiley Johnson  
 of the second part all of the County of Madison & State of  
 Mississippi, Witnesses, That for and in consideration of the  
 sum of ten thousand dollars to him the said Johnson  
 first in hand the receipt whereof is hereby acknowledged.  
 The said Robinson & wife hath bargained sold and  
 conveyed and by these presents do bargain sell and  
 convey unto the said Johnson his heirs &c all the right  
 title interest or claim in and to certain parcels of land  
 viz the North East quarter Section Ten Town ship nine  
 Range first east making one hundred and sixty acres the  
 same more or less and the said Robinson & wife  
 have all hereby sold assigned in the premises and doth  
 forever warrant and guarantee the title to the said

Wills Johnson his heirs and assigns forever. In testimony  
whereof the truth and correct performance of this instru-  
ment we hereunto subscribe our names and affix our  
seals.

The State of Mississippi  
Madison County  
This day personally appeared  
before me the undersigned Justice of the peace in and  
County George Robinson who acknowledged that he  
signed the within deed at the same time I have  
examined his wife Ann, Separates & apart from her  
husband who says she signed the within deed as her  
voluntary act and deed, without fear threats or com-  
pulsion from her husband. Given under my hand &  
seal this 4th day of June 1836. Charles Moore, J.P.  
Recorded the 30th day of June Anno Domini 1836.

Peter Good & wife Received for records the 20th  
day of April 1836.

George C. Porter This indenture made and  
entered into this the twelfth day of April in the  
year of our Lord one thousand eight hundred and  
thirty six, between Peter Good and Mary his wife of  
the county of Madison and State of Mississippi of the  
one part and George C. Porter of the County of Millin-  
son and State of Tennessee of the second part, witness-  
eth that the said Peter Good and Mary his wife  
for and in consideration of the sum of twenty one  
hundred dollars to them in hand paid the receipt  
whereof is hereby acknowledged, have granted bar-  
gained and sold unto the said George C. Porter his heirs  
and assigns forever all that lot or parcel of land sit-  
uate lying and being in the County of Madison and  
State of Mississippi known and designated the east  
half of the North west quarter of section twenty six  
and the South east quarter of section twenty six and  
the north half of the west half of the South west quar-  
ter of section twenty five in Township eight and Range  
three west containing in all two hundred and eighty  
acres, together with all and singular the premises and  
appurtenances therunto belonging or any wise appertain-  
ing. To Have and to hold the afore described tracts  
of land to the said George C. Porter his heirs, suc-  
cessors, administrators and assigns, free from  
the said Peter Good and Mary his wife, their heirs  
executors, administrators or assigns forever, and  
the said Peter Good and Mary his wife covenants  
to and with the said George C. Porter that they  
will warrant and forever defend the title to said  
lands free from their selves their heirs executors  
administrators or assigns forever by their  
present and free from the claim or claims of  
any or all persons claiming by through or under



them in any way or manner whatever. In testimony whereof the said Peter Good and his wife have hereunto set their hands and affixed their seals the day and date before written signed and sealed in presence of us

Peter Good seal  
Mary Good seal

State of Mississippi Personally appeared before the Madison County undersigned Justice of the Peace in and for the above county the above named Peter Good who acknowledged that he appeared the above deed for purposes therein expressed as his act and deed. Also appeared at the same time Mary Good wife of Peter who being examined separately and apart from her said husband (by me) acknowledged that she signed the above deed as her own voluntary act and deed without any fear or threats from her said husband.

Signed, sealed and delivered before me this 13th April 1836. W. W. Warrall J.P.

Recorded the 30th day of June 1836.

Richard Christmas Received for record the wife of J. S. Reed 20th day of April Thomas M. Christmas Anno Domini 1836.

This Indenture made the twenty first day of March in this year of our Lord eighteen hundred and thirty six; between Richard Christmas and Mary C. his wife of the County of Madison in the State of Mississippi of the one part, and Thomas M. Christmas of the other part, Witnesseth that the said Richard Christmas and Mary C. his wife for and in consideration of the sum of Forty Thousand Dollars to them in hand paid by the said Thomas M. Christmas and before the sealing and delivering hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said Thomas M. Christmas his heirs executors and administrators, by these presents have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Thomas M. Christmas and to his heirs and assigns forever, all and singular their right title and interest to and in a certain tract or parcels of land and also twenty negroes and lives for life, and their increase all of which property was purchased jointly by Mary and Richard Christmas on the 3rd day of October A.D. 1835, of Baldwin Kennell, the title of which was recorded in the Clerk's office on the 12th of the same month and year. Now the intention of the parties hereof is that the said Richard Christmas and Mary C. his wife do hereby convey unto the said Thomas M. Christmas his heirs and assigns their right title and interest in the said land and negroes above related to being one half of the whole premises and property so conveyed by the said Kennell to the said Mary and Richard Christmas together with all and singular the appurtenances thereto belonging in any

wise appertaining: And also all the estate, right, title, interest, property, claim and demand whatsoever of them the said Richard Christmas and Mary C. his wife in law or equity, or otherwise howsoever, off, in, to, or out of the same. To Have and to Hold, the said land, and premises hereby granted with the appertinances unto the said Thomas H. Christmas his heirs and assigns forever in the single, to the only proper use and behoof of the said Thomas H. Christmas his heirs and assigns forever, and the said Richard Christmas and Mary C. his wife themselves their heirs, executors and administrators do covenant, promise, grant and agree to and with the said Thomas H. Christmas his heirs and assigns by these presents that they the said Richard Christmas and Mary C. his wife and their heirs, the said above mentioned and described land and premises hereby granted with the appertinances, unto the said Thomas H. Christmas his heirs and assigns, against them the said Richard Christmas and Mary C. his wife and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and forever defend by these presents. In Testimony whereof the said parts of the first part have hereunto set their hands and affixed their seals the day and date first above written. Signed, sealed and delivered.

John G. Ott in presence of R. Christmas (Seal)  
Mary C. Christmas (Seal)

The State of Mississippi

Madison County 13 Personally appeared before the undersigned a Justice of the Peace of said County the above named Richard Christmas who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed. Given under my hand and seal this 2nd day of March A. D. 1836.

J. W. Caring J. P.

The State of Mississippi

Madison County Personally appeared before me the undersigned Justice of the Peace in and for said County the within named Mary C. Wife of the said Richard Christmas, after being duly examined separately and apart from her said husband, acknowledged that she signed, sealed and delivered the within deed, as her own voluntary act and deed, without any fears, threats, or incurring the displeasure of her said husband.

Given under my hand and seal this 3rd day of April A. D. 1836.

J. W. Caring J. P.

Recorded the 30th day of June 1836.

Stewart & Mitchell, the record for record the  
 20th day of April 1836  
 Stewart & Mitchell. This deed of trust made  
 and entered into this twentieth day of April in year of  
 our Lord one thousand eight hundred and thirty six  
 between James S. Stewart & James Mitchell, both  
 merchants of New Orleans, Mississippi, trading under  
 the firm & style of Stewart & Mitchell, of the first  
 part and Daniel P. Perkins of the County of Iberville &

State of Louisiana of the second part. It is hereby  
 stated that the said Stewart & Mitchell have this  
 day for the considerations herein after ex-  
 pressed, granted bargained sold and con-  
 veyed and by these presents do grant bargain  
 sell & convey subject to such conditions as  
 may be expressed in the considerations of  
 this deed - to the said Daniel P. Perkins the  
 following described lands lying & being in  
 Townships eight Range three East 23. The  
 west half of the north west quarter of  
 section thirty five. The East half of the  
 north east quarter of section thirty four.  
 The west half of the south west quarter of  
 section twenty six. The west half of the north  
 east quarter & the east half of the south east  
 quarter, and north half of the east half  
 of the south west quarter and the north  
 half of the west half of the south east  
 quarter of section thirty four and the east half of  
 the south west quarter and south east quarter of section twenty  
 nine and the east half of the north west quarter of  
 section twenty six and the south east quarter of section  
 twenty six and the north half of the west half of  
 the south west quarter of section twenty five.

To Have and to hold the aforesaid lands to the said  
 Daniel P. Perkins his heirs executors or assigns in  
 trust for the purposes & uses following. That is to say  
 that whereas the said Stewart & Mitchell are owing  
 to the said Daniel P. Perkins the sum of ten thousand dollars  
 for which he holds their notes one note due the  
 first day of April one thousand eight hundred & thirty  
 seven for six thousand six hundred & thirty three  
 hundred & thirty three 33 3/4 Dollars due the first  
 day of April eighteen hundred and thirty eight  
 and wishing to secure the payment of the same as  
 the same may become due. Now it is said Stewart &  
 Mitchell shall not well and truly pay said notes  
 at maturity then said Daniel P. Perkins is au-  
 thorized to sell the whole or so much of said  
 lands as may be necessary to pay the same with  
 such claim there after having first given notice of  
 said sale for thirty days previous in a newspaper  
 published in New Orleans Louisiana.

Mitchell shall well & truly pay said notes as they may become due, then this obligation to be void & said Petition to make a reconveyance of said property & the same to remain in full force & effect. In witness whereof the parties have hereunto set their hands & seals this 14th day of June written.

Stewart & Mitchell (S) State of Mississippi Personally appeared before me under Madison County Signed Justice of the peace in and for the above county Wm H Mitchell one of the within named firm of Stewart & Mitchell who acknowledged that he assigned the within deed of trust for the purposes therein expressed as his act and deed. Signed Sealed & delivered.

on the day and date within written Wm Varrill (S) Recorded the 1st day of July A.D. 1836.

Burkett Thompson Received for record the 2nd day of April 1836. et al J. D. Seal.

William F. Walker State of Mississippi Know all men by these presents Madison County that we Burkett Thompson & Detay his wife, Mrs Thompson & Jane his wife, Isaac King & Sarah his wife, and A. D. Matheny and Sarah Matheny his wife & Hugh Cannon and Mahitah his wife and William A. Thompson are of the County and State aforesaid have this day for and in consideration of the sum of five thousand dollars to us in hand paid the receipt whereof is hereby acknowledged, have this day sold and by these presents do bargain sell and deliver unto Wm F. Walker of State of Georgia our right title claim and interest in and to the following lands and in the following manner (viz) District Thompson unto the S. 1/2 of Sec. No 33 Township 9 Range 3 East and the N. 1/2 Sec. No 34 East & S. 1/2 Sec. 34 of T. No 33 Township 9 Range 3 East and Mrs Thompson & wife and William A. Thompson to the W. 1/2 Sec. 34 of T. No 33 Township 9 Range 3 East and N. 1/2 Sec. 34 of T. No 33 Township 8 Range 3 East and Sarah King and wife to the N. 1/2 Sec. 34 of T. No 34 East & N. 1/2 Sec. 34 of T. No 34 Section 3 Township 8 Range 3 East and A. D. Matheny and his wife to the N. 1/2 Sec. 34 of T. No 5 Township 8 Range No 3 East and Hugh Cannon & wife to the S. 1/2 Sec. 34 of T. No 5 Township 8 Range 3 East all containing six hundred and more or less situated in the Choctaw district of land west of Pearl river the title of said land we severally bind ourselves to warrant and defend unto the said Wm F. Walker his heirs & assigns forever. Witness our hands and seals this 14th day of October 1834.

Burkett Thompson Seal Detay his wife Thompson

John Thompson (seal)  
 Jane Thompson (seal)  
 mark

Isiah King (seal)  
 Sarah King (seal)

Aaron D. Matheny (seal)  
 Aaron M. Matheny (seal)  
 Hugh Cannon (seal)  
 mark

Matilda Cannon (seal)  
 mark

State of Mississippi  
 Madison County  
 Personally appeared before me the undersigned a Justice of the Peace for the County aforesaid Buckner Thompson, John Thompson Isiah King & A.D. Matheny Hugh Cannon and William A. Thompson and acknowledged that they signed and delivered within in and to be their own voluntary act & deed given under my hand and seal, this day and date above written. William Jones

State of Mississippi  
 Madison County  
 This may certify unto all whom it may concern that Percy Thompson and Jane Thompson, Sarah King & Sarah Matilda Matheny and Matilda Cannon the wives of the within named Buckner & John Thompson, Isiah King, A.D. Matheny and Hugh Cannon did on this the 14th day of October 1834, personally appear before the undersigned a Justice of the Peace for the said County and upon being privately and separately examined by me apart from their said husbands did declare that they do freely & voluntarily and without any fear or coercion whatever renounce release and forever relinquish unto the within named Wm. F. Walker all their right and interest and estate, and also all their right of Dower of and in or to the within described premises. Given under my hand and seal this day and year above written. William Jones  
 Recorded the 1st day of July 1836.

John T. Horden  
 Received for records the 22nd day of April 1836.

Lemuel Read  
 This Indenture made and entered into the fifteenth day of April in the year of our Lord one thousand eight hundred & thirty six between John P. Horden & Matilda Horden his wife of the first part & Lemuel Read of the second part all of Madison County State of Mississippi Witnesseth that the said parties of the first part for and in consideration of the sum of One hundred Dollars to them in hand paid by the said Lemuel Read at and before the sealing up and delivery of these presents to the receipt whereof they do hereby acknowledge and thereunto have come

and of and from every part & parcel thereof do acquit, release, exonerate and discharge the said party of the second, his heirs executors, administrators and assigns and every of them by these presents, have granted, bargained, sold, aliened, remised, released, confirmed and by these presents fully, freely and absolutely, great bargain, &c. in alien remise, release and confirm unto the said Samuel Read and his heirs and assigns forever, all that tract or parcel of Land lying and being in the above recited described as follows: The South half of the east half of the South east quarter of Section twenty seven Town eight of Range Two west containing forty acres &c. Together with all and singular hereditaments and appurtenances whatsoever. The units belonging or in anywise appertaining and reversion and reversions, residues & remainders, rents, issues and profits thereunto, the estate right title interest and demands, whatsoever of the said party of the first part of us and to the heirs or any part or parts thereof and the said John & Matilda and Matilda his wife bind themselves to warrant the title of above land against themselves their heirs and assigns and also against all and every other person or persons whomsoever claiming the same also against the general government forever.

Signed, sealed and delivered in the day and date above written  
 John P. Holder *(Signature)*

Matilda x Holder *(Signature)*  
 marks

State of Mississippi  
 Madison County

I personally appeared before me the undersigned Justice of the Peace in and for the above county the within named John P. Holder, who acknowledged that he signed, sealed and delivered the within deed for the purposes therein expressed as his act and deed. Also appeared at the same time, Matilda x Holder who being examined by me separate and apart from her said husband acknowledged that she signed, sealed &c. the within deed without any fear or threats from her said husband, but as her own voluntary act and deed.

Signed in presence of me this April 15th 1836  
 J. W. Varnell *(Signature)*

Recorded the 2nd day of July 1836.

Samuel Read & wife Received for record the 22<sup>nd</sup> day of April A.D. 1836.

To Read  
Samuel Bosman  
Madison County  
State of Mississippi  
This Indenture made the 23<sup>rd</sup> day of September in the year of our Lord one thousand eight hundred & Thirty like Between Samuel Read and Mary Read of the first part, and Samuel Bosman of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of five hundred dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged hath bargained and sold and by these presents doth bargain and sell unto the said party of the second part ceded to his heirs and assigns forever all that tract or parcel of land lying and being in the above county designated on the map as follows viz. the south half of the east half of the north east quarter of Section twenty nine Township eight of range two west containing Thirty nine & 98/100 acres together with all and singular the here dimments and appurtenances therewith belonging or in any wise appertaining, and the recesses and recessions remainder and remainders rents issues and profits thereof; and also all the estate, right title interest and claim or demand whatsoever of him the said party of the first part either in law or equity of in and to the above bargained premises and every part and parcel thereof. To have and to hold to the said party of the second part his heirs and assigns to the sole use benefit and behoof of the said party of the second part his heirs and assigns forever.

Witness  
John Biggar  
Frederick C. Crisler  
Samuel Read  
Mary Read

State of Mississippi  
Madison County  
Personally appeared before the undersigned Justice of the Peace in and for the above County on the 20<sup>th</sup> of April 1836 the within named Samuel Read who acknowledged that he assigned the within deed in presence of the above named Witnesses for the purposes therein expressed. Also appeared on the same day Mary Read who being examined by me separately and apart from her husband acknowledged & ratified the above deed without any fear or threats or compulsion from her said husband but as her own voluntary act and deed. Signed before me this 20<sup>th</sup> day of April 1836. Wm. Barrell

Recorded the 5<sup>th</sup> day of July 1836.

Jack E. Carstarphen  
To Read  
Jack E. Carstarphen  
State of Mississippi  
Received for record the twenty second day of April A.D. 1836.  
This Indenture made this thirty

first day of March in the year of our Lord one  
 eight hundred and thirty four by and between  
 Eleastaphus of the County of Madison in the  
 Mississippi aforesaid of the one part and  
 Son of the said state and county of the other part  
 Witnesseth that the said Jack E. Carstaphen  
 in consideration of the sum of Fifty dollars (the  
 whereof is fully acknowledged) do this day  
 give, sell, convey and confirm unto the said  
 Thompson his heirs and assigns forever the south  
 of the North half of the South East fourth of Section  
 number Thirty three Township nine Range three  
 Situate in said County containing forty acres more or less  
 Now be it known that the said Jack E. Carstaphen  
 doth bind himself his heirs, executors and  
 administrators to warrant and forever defend and  
 good the title to the said described tract piece  
 parcel of land against the lawful claims  
 of all other person or persons whatsoever claiming  
 or to claim the same  
 Signed sealed and delivered and that the  
 in the presence of

The State of Mississippi  
 County of Madison  
 Jack E. Carstaphen  
 Personally appeared before me  
 M. Callahan presiding Judge of probates in and for  
 the State and County aforesaid the within named Jack  
 E. Carstaphen who acknowledged that he signed  
 sealed and delivered the within indentures on the  
 and year therein written as his act and deed and to  
 the purposes therein expressed given under my hand  
 and seal this 3rd day of March A.D. 1834  
 M. Callahan  
 Judge of Probates

Recorded the fifth day of July A.D. 1836

Thomas Sturmy  
 Secured for record this  
 25th day of April 1836  
 Decem. 24. 1834

The State of Mississippi  
 Madison County  
 This Indenture made the  
 nineteenth day of April  
 Anno Domini eighteen hundred and thirty six  
 between Thomas Sturmy of the County and State  
 aforesaid of the one part and Benjamin H. Ward of  
 said state & county of the other part Witnesseth  
 that the said Thomas Sturmy for and in considera-  
 tion of the sum of two thousand dollars to him  
 in hand paid by Benjamin H. Ward at and before the  
 sealing and delivering of these presents the receipt  
 whereof is hereby acknowledged, have executed  
 bargained and sold, and by these presents do  
 grant bargain and sell unto the said Benjamin  
 H. Ward his heirs and assigns the following tract  
 of land situate in the



~~being~~ of Madisonville, in the county & State aforesaid,  
 and more particularly described as being lot numbered  
 three as designated on the plot of said town fronting  
 on main street fifty feet and running east as regular  
 streets with said street one hundred feet, and all  
 the estate, right, title, interest of him the said Thomas  
 Vinery of, in and to the said premises and every part  
 thereof, to have & to hold the said premises and all  
 and singular the appurtenances thereto in any wise be-  
 longing unto the said Benjamin H. Ward, his heirs and  
 assigns, to the only proper use and behoof of the  
 said Benjamin H. Ward, his heirs and assigns forever  
 And the said Thomas Vinery for himself and his  
 heirs and his assigns, the said premises and every  
 part and parcel thereof against himself and his  
 heirs and against all and every other person or persons  
 whatsoever to the said Benjamin H. Ward his heirs and  
 assigns, shall and will warrant and forever de-  
 fend by these presents. In witness whereof I have  
 hereunto set my hand and seal the day & year  
 first above written.

Thomas Vinery (Seal)

Madison County, Ky. Personally appeared before me, Owen  
 Wain actor one of the Justices of the Peace in and  
 for the County of Madison, the above named Thomas  
 Vinery, and acknowledged the above written in-  
 denture to be his act and deed, and desired that  
 the same might be recorded as such, according to  
 law. Given under my hand and seal this 20th  
 April A.D. 1836. Owen Wain actor J.P. (Seal)

Recorded the fifth day of July 1836.

John S. Gooch & wife } Received for record this 25th  
 To 3 Decr. } day of April 1836.  
 Wm & Lewis Finley }  
 State of Mississippi }  
 Madison County }  
 Groch and Martha, his wife, of the County and  
 State aforesaid, have this day, for and in consider-  
 ation of the sum of One hundred dollars to us in  
 hand paid, the receipt whereof is hereby acknowl-  
 edged, sold, and by these presents do sell, and  
 deliver unto William Finley & Lewis Finley of the  
 County and State aforesaid all our right, title, claim  
 and interest in and to Lot No 106 in the  
 Town of Madisonville, in the County and State a-  
 fforesaid. the title of said Lot we bind ourselves,  
 our heirs and assigns, to warrant and defend  
 unto the said William Finley & Lewis Finley their  
 heirs and assigns forever. Witness our hands and  
 seals, this sixth day of February eighteen hundred

acknowledged by John J. Gooch, before me, a Justice of the Peace of Madison County, this sixth day of February 1836.

John J. Gooch  
Martha Gooch (w)

Charles Moore, J.P. Seal

State of Mississippi This may certify, unto all whom Madison County it may concern, that Martha Gooch, the wife of the within named John J. Gooch, did, on this the sixth day of February in the year eight hundred and thirty six personally appear before the undersigned, a Justice of the Peace for the said county, and, upon being privately and separately examined by me apart from her said husband, did declare that she does freely, voluntarily, and without any fear or coercion whatsoever, renounce, release, and forever relinquish, unto the within named William Finley and Lewis Finley all her interest and estate, and also her right and claim of dower of and in or to the within described premises.

Given under my hand and seal, the day and year above written,

Charles Moore Seal

Recorded the fifth day of July 1836.

Samuel C. Faulkner & Received for record the  
Wife To Doed & twenty fifth day of April  
Granville C. Lewis 1836.

This Indenture made and entered into this twenty fifth day of March in the year of our Lord one thousand eight hundred and thirty six between Samuel C. Faulkner and Mary Ann Virginia his wife of the County of Hinds and State of Mississippi of the first part and Granville Lewis of the County and State of the second part. Witnesseth that for and in consideration of the sum of ten thousand five hundred and eighty seven dollars and ninety one cents in hand paid by the said Granville Lewis to the said Samuel C. Faulkner and Mary Ann Virginia his wife the receipt whereof is hereby acknowledged that the said Samuel C. Faulkner and Mary Ann Virginia his wife have this day bargained and sold unto the said Granville Lewis and do, and each of them doth by these presents bargain, sell, alien, convey, give, and give unto the said Granville Lewis his heirs and assigns forever the following tracts or parcels of land, situate lying and being in the County of Madison and State of Mississippi more particularly known and described as follows: (viz) the east half of the north west quarter of Section number twenty nine (29) the west half of Section number twenty eight (28) the south west and the west half of the south east quarter

Section number twenty one (21) the north east quarter of  
 Section number twenty two (22) and the north west  
 quarter of Section number twenty three (23) all in  
 Township eleven (11) of Range four east containing more  
 hundred and fifty eight acres and seventy more more  
 or less of my acre in this about more or less situated at  
 the Mount Salem Land Office in the State of Mississippi  
 in the name of Samuel C. Faulkner of the County  
 of Attala and State aforesaid. To have and to hold  
 the above described tracts or parcels of Land with all  
 and singular the hereditaments and appurtenances there  
 unto by him or in any wise appertaining unto the  
 said Granville Lewis his heirs and assigns forever  
 and the said Samuel C. Faulkner and Mary Ann  
 Virginia his wife for themselves their heirs executors  
 and administrators do hereby covenant and agree  
 to and with the said Granville Lewis his heirs  
 and administrators and assigns that they and  
 each of them will well and truly love and  
 forever defend the above bargained land and premises  
 from the legal claim or claims of any person or  
 persons whatsoever. In testimony whereof we have here  
 unto set our hands and affixed our seals the day  
 and year first above written.

Witness us to S.C. Faulkner      Samuel C. Faulkner Esq.  
 Alfred Johnson      M. F. N. Faulkner Esq.  
 Thos. Harney

The State of Mississippi Personally appeared before me  
 Henry G. Johnston, Judge of  
 Probate for said county the above named Samuel C. Faulkner,  
 who acknowledged that he signed sealed and  
 delivered the foregoing deed on the day and year therein  
 mentioned as his act and deed, also Mary Ann Virginia  
 Faulkner, wife of the above named Samuel C. Faulkner  
 who on examination privately and apart from her said  
 husband, acknowledged that she signed sealed and  
 delivered the foregoing deed as her voluntary act and deed  
 on the day and year therein mentioned, without fear  
 threats or compulsion of her husband.

Given under my hand and seal this 18th day of April 1836  
 Henry G. Johnston

Recorded the 6th day of July 1836