

Deed Record. C.C. pp 1-326

J. W. Buford and  
Mrs E. D. Buford  
Do } Deed

Filed for Record Sept 26<sup>th</sup> A. D. 1873 at 8  
o'clock A. M. & Recorded Sept 26<sup>th</sup> 1873

James Priestley clerk

Mrs Mary Buford Tucker

"State of Mississippi Madison County"

For and in consideration of the sum of one  
dollar cash the receipt of which is hereby acknowledged and  
the further consideration of love and esteem we bear to our  
daughter Mrs Mary Buford Tucker, We J. W. Buford and  
Mrs E. D. Buford have this the 11<sup>th</sup> day of Sept 1873 sold  
bequeathed and conveyed unto the said Mary Buford Tucker  
her heirs and assigns. The following described lands lying  
and being situated in the County of Madison and State  
of Mississippi To wit: - N 1/2 of N 1/4 Sec - 30 Township 12. Range  
4 East To have and to hold the said lands to herself  
heirs and assigns forever. The title to which we hereby  
warrant, to defend against any and all claimants

This done and signed the 11<sup>th</sup> Sept 1873

J. W. Buford  
E. D. Buford

State of Mississippi }  
Madison County }

This day came before the undersigned  
a J.P. in & for said Co & State. J. W. Buford, his wife  
E. D. Buford who both acknowledge that they signed the  
within deed as their act and deed  
Witness my hand this Sept 11<sup>th</sup> 1873

C. M. Toombs J. P.

Vertua Pommier nee  
Vertua Sutherland  
Do } Deed  
Lena D. Sutherland

Filed for Record Sept 27<sup>th</sup> A. D. 1873  
at 3 o'clock P. M. & Recorded Sept 27<sup>th</sup> 1873

James Priestley

This deed and indenture made and  
entered into this the 7<sup>th</sup> August A. D. 1873 by and be-  
tween Vertua Pommier nee Vertua Sutherland of the first part  
& Lena D. Sutherland of the second part witnesseth  
That for and in consideration of the sum of six hundred  
dollars to me in hand paid the receipt of which is  
hereby acknowledged: and a promissory note of even date  
for one hundred dollars to be paid on or before the 1<sup>st</sup>  
day of November A. D. 1873 I Vertua Pommier nee  
Vertua Sutherland of the first part do hereby bargain sell

The note for an amended return...  
this deed was filed in full & was by the water clerk  
& the Secretary...  
Sept 11/93...  
by...

and convey and do by these present: grant bargain sell and convey  
unto Lena Sutherland all of my right title & claim in &  
to the following described land lying and situated in the County  
of Madison State of Mississippi as follows to wit: That portion  
of Lot No 3 lying north of & between lot No 5 - & Big Black River  
lot No 5 - & S 1/2 of No 6. in Section 30 Township 10 Range 2 East  
Area 149 7/10 acres N 1/2 S W 1/4 less 20 acres of South end Sec  
32 Town 10 R. 2. East Area 60 acres. S 1/2 N 1/2 of S W 1/4 Sec-29  
T. 10. R. 2 East Area 40 acres. E 1/2 lot No 1 - 20 acres off South  
end lot - No 3 immediately north of lot - No 6. North half of  
lot - No 6. N 1/2 of lot No 7 East half E 1/2 lot No 8 sec - 30 T.  
10 R. 2 East Area 180 8/100 acres also 10 acres out of S. E.  
Corner of N 1/2 S W 1/4 sec - 32. T. 10 R. 2. East  
To have and to hold unto the said Lena Sutherland  
her heirs & assigns forever. and I Vertua Pommier  
nee Vertua Sutherland do warrant and guarantee title in  
and to the following & above land described deed will  
defend against all persons claiming title adverse to  
the title herein conveyed. Signed & sealed by me this  
the 7th day of August A. D. 1843

Vertua Pommier "formerly"  
Vertua Sutherland

State of Tennessee  
Shelby County

Personally appeared before me J. P. Young, a  
Notary Public in and for said State and County, duly Commission-  
ed and qualified, the within named Vertua Pommier  
formerly Vertua Sutherland who acknowledged that she  
signed and delivered the foregoing Deed on the day and year  
therein mentioned, as her act and deed  
Given under my hand and official seal at Memphis afore-  
said this the 15th day of August 1843.  
J. P. Young Notary Public

Ann E. Barnett Admtr (Filed for Record Sept 27th A. D. 1843  
To 4 Com- Deed (at 5 O'clock P. M. & Recorded Sept 28th 1843  
D. J. Barnett James Priestly

This induction, made and entered into  
on this the 27th day of September A. D. 1843, between  
Ann E. Barnett administratrix of the Estate of D. J.  
Brown deceased, of the County of Madison State of  
Mississippi, of the one part and D. J. Barnett of the

Sold for \$421 by James [unclear] in favor of J. J. Barnett

County of Madison and State of Mississippi of the other part  
Witnesseth: - That whereas, the said Admox. in pursuance  
to a decree of the said Chancery Court, made at the February  
term, 1843. thereof, in the suit of Annie E. Barnett Admox  
against S. J. Barnett defendant, No 2490 in said Court,  
directing the said Admox to sell the following described lands:  
S W 1/4 Sec. 22. T. 10. R. 5 - East and The E 1/2 S W 1/4 & N 1/2 W 1/2  
S W 1/4 of Sec. 15. T. 10. R. 5. East lying and being situated in  
Madison County Mississippi

And whereas, The said Admox, on the 3<sup>rd</sup> day of July 1843  
at the Court house door, in the Town of Canton, in  
said County, within lawful hours, having first given  
the notice required by law and said decree - as will  
fully appear by reference to the proceedings of said  
Chancery Court, in said cause, to which reference  
is here made as a part of this Deed - did expose for  
sale, at public outcry, to the highest bidder, the above  
described lands, on the following terms, to wit: - one  
half Cash and the balance to be paid on the 1<sup>st</sup> day  
of January 1844. when and where the said S. J. Barnett  
bid for the same the sum of twenty one Dollars  
which being the highest and best bid made for the  
said premises, the same were struck off to him  
and he declared the purchaser thereof.

And whereas, the said S. J. Barnett has fully complied  
with the requirements of said decree, by the payment  
of ten dollars & 50/100 and executed his note with approved  
security for ten dollars & 50/100 due the 1<sup>st</sup> day of January  
A. D. 1844

Now, This Indenture Witnesseth, that in considera-  
tion of the premises, and the compliance on the part  
of the said S. J. Barnett with the terms of said sale  
as directed by said decree, the said Admox has this  
day given, granted, bargained, sold and conveyed, and  
by these presents doth give, grant, bargain, sell, convey  
and confirm unto the said S. J. Barnett his heirs  
and assigns forever, all of the described lands, togeth-  
er with all and singular the tenements, heredita-  
ments and appurtenances thereto belonging or appertaining.  
So have and to hold the above granted, bargained  
and described premises unto himself the said S. J.  
Barnett his heirs and assigns, to them and their heirs

proper use benefit and behoof forever. as fully and effectually,  
 to all intents and purposes in the law, as she, the said  
 admrx. could or ought to sell and convey the same by Vir-  
 tue of the decree of the Court aforesaid  
 In testimony whereof, the said Anne E. Barnett admrx  
 as aforesaid, has hereunto set her hand and affixed her  
 seal, the day and year first aforesaid  
 Anne E. Barnett admrx

State of Mississippi  
 Madison County } Personally appeared before the undersign-  
 ed James Priestly Chancery Clerk of the said County, the  
 within named Anne E. Barnett admrx. who ac-  
 knowledged that she signed, sealed and delivered the forego-  
 ing Deed, on this day and year therein mentioned as her  
 act and deed  
 Given under my hand and official seal, at office this 27<sup>th</sup> day  
 of Sept A. D. 1843  
 (seal) James Priestly Clerk  
 By J. M. Grafton D. C.

In the Chancery Court of said County & State Sept Term 1843  
 Madison County } Filed for Record Sept 29<sup>th</sup> A. D. 1843  
 To & Decree } at 4 o'clock P. M. & Recorded Sept 29<sup>th</sup> 1843  
 J. J. Alsworth } (seal) James Priestly Clerk  
 "State of Mississippi Madison County"  
 This cause coming on to be heard on bill and answer and  
 agreement of the parties, and it appearing to the Court that the  
 facts as stated in Respondents Answer are true as therein  
 stated, to wit. That on the 12<sup>th</sup> day of January A. D.  
 1846 the Board of trustees of the 16<sup>th</sup> Sec. T. T. R. 2. East  
 leased for the term of ninety nine years the S E 1/4 of said  
 section less 20 acres out of the South End of E 1/2 S E 1/4  
 and 5 acres out of N W Cor of said S E 1/4 in Madison  
 County Mississippi to Mrs Nancy Mosby and that said  
 Mrs Nancy Mosby paid the purchase money as required  
 by law for said lease. And it further appearing that  
 said Mrs Nancy Mosby by her executor administrator  
 has sold her interest in said lease to Respondent J. J.  
 Alsworth who is now the legal owner of the same  
 It is therefore determined by the Court and so ordered  
 adjudged and decreed that the lease of the lands mention-  
 ed in this decree did commence on the 12<sup>th</sup> day of  
 January 1846 and will expire ninety nine years from

from that date, and that G. J. Alworth is the legal owner of said lease the same having been fully paid for. It is further ordered and Decreed that this Decree be recorded among the land records of Madison County and that Complainants pay the cost of this suit  
 Ordered adjudged and Decreed this 25<sup>th</sup> Sept 1873  
 recorded in minute Book 5 - page 344 3 H. C. Cour  
 Chancellor

to 23-79

Madison County

vs

W. P. Holland et al

Filed for Record Oct-2<sup>nd</sup> A. D. 1873 at  
 8 o'clock A. M. + Recorded Oct 2<sup>nd</sup> 1873

~~Case~~ James Priestley CK

This Cause being set down for final hearing by the complainant on the Bill. Answer + Exhibits and all the facts + the Law being fully understood + considered by the Court, the Court doth now order adjudge + decree as follows:

1<sup>st</sup> That the  $S\frac{1}{2}$  +  $S\frac{1}{2}$   $N\frac{1}{4}$  sec. 16. T. 8. R. 3. E in said County + State was legally reserved and donated by the United States to the State of Mississippi for school purposes of said Townships

2<sup>nd</sup> That the State of Mississippi accepted said Lands + exercised control + ownership over it prior to January 1<sup>st</sup> 1851 through her duly organized Agency

3<sup>rd</sup> That five school Trustees for said Townships were duly legally elected + organized as a Board as required by Law to lease said Lands + they did lease said Lands on said day to J. R. Powell for the sum of \$2150.<sup>00</sup> for which he executed to them his promissory note due in one year thereafter secured as required by Law which he soon thereafter paid in full to the proper authorities and said Board on that said day executed to him a valid + legal deed of Lease for said Lands for + during the term of 99 years from said January 1<sup>st</sup> 1851 + they the complainants with all the Law in such Cause made + provided

4<sup>th</sup> That said Powell at once took possession of said Lands under said Lease + acquired a perfect title to said Lands for said Term, but he failed to record said deed of lease + it is now lost.

5<sup>th</sup> That said Powell + the Defendants hereto who claim said Lands through him have been in the adverse possession of said Lands since January 1<sup>st</sup> 1851 to the

present time claiming & holding the same under said Lease and all the Purchase money for said Lands have been paid to the proper authorities -

6<sup>th</sup> That said W. P. Holland, Mary Holland, Paul Holland & J. W. Holland the defendants hereto, their heirs & assigns are entitled to the possession & use of <sup>said</sup> Lands Rent free, until the expiration of said Lease which will be December 31<sup>st</sup> - 1950. at which time the State of Mississippi through her legal agency will then be entitled to the possession of same

7<sup>th</sup> That said Lease be & it is hereby established & confirmed unto the said Defendants & their heirs & assigns for & during the unexpired term of Lease for 99 years from said January 1<sup>st</sup> - 1851.

8<sup>th</sup> That the Bill filed in this cause be dismissed & the defendants go hence hereof without day & no course of said complainant in this cause their proper costs in this behalf expended to be taxed by the clerk of this court & collected as provided by Law

ordered adjudged & decreed this the 25<sup>th</sup> day of September 1873  
H. C. Bonn Chancellor

At 0  
2578

Madison County / Filed for Record October 4<sup>th</sup> A.D. 1873 at 12 o'clock  
V.S. } Decree / M and Recorded Oct-4<sup>th</sup> 1873  
S. J. McKee } James Prinsting

This cause being set down for hearing by the Complainant on Bill, Answer, & Exhibits and all the facts & Law being fully understood and considered by the Court, doth order, adjudge & decree as follows

1<sup>st</sup> That the 65 acres off of the North End of the N E 1/4 of sec-16 T. 8. R. 3. E. in said County and State was legally reserved and donated by the United States to the State of Mississippi for school purposes of said Township

2<sup>nd</sup> That the State of Mississippi accepted said Land & exercised control & ownership over it prior to January 1<sup>st</sup> 1842, through its duly organized Agencies

3<sup>rd</sup> That five School Trustees for said Township were duly <sup>legally</sup> elected & organized as a Board as required by Law to Lease said Lands and they did Lease said Lands on said day to Lewis Finley for a valuable consideration paid in Cash by him to them and Executed a

valid deed of lease to him for said lands for & during the term of 99 years from January 1<sup>st</sup> - 1842 & they & he complied with all the law in such case made and provided  
4<sup>th</sup> That said Finley at once took possession of said land under said lease and acquired a perfect title to said land for said term but failed to record said deed of lease and it is now lost or destroyed.

5<sup>th</sup> That he & the defendant hereto who claim said lands through him have been in the adverse possession of said lands since January 1<sup>st</sup> - 1842 claiming and holding the same under said lease - and all the purchase money for said lands have been paid to the proper authorities

6<sup>th</sup> That said S. J. McKee his heirs executors administrators or assigns are entitled to the possession of said lands rent free until the expiration of said lease which will be December the 31<sup>st</sup> - A. D. 1941. at which time the state of Mississippi through its legal agency will then be entitled to the possession of same

7<sup>th</sup> That said lease be & is hereby established & confirmed unto the said defendant S. J. McKee & his executors administrators & assigns for & during the unexpired term of said lease for 99 years from January 1<sup>st</sup> - 1842

8<sup>th</sup> That the Bill filed in this cause be dismissed & the defendant go hence hereof without day & recover of the complainant in this cause his proper costs in this behalf expended to be taxed by the clerk & collected as provided by law. Ordered adjudged & decreed this the 25<sup>th</sup> day of September A. D. 1843

H. C. Coker  
Chancellor

no  
2580

Madison County  
J. S. Decree  
J. W. Holland

Filed for Record Oct-5<sup>th</sup> A. D. 1843 at  
11 o'clock A. M. and Recorded Oct-5<sup>th</sup> 1843  
James Priestly clerk

This cause being set down for hearing by the complainant on the bill, answer, & exhibits and all the facts & law being fully understood & considered by the court, the court doth now order adjudge & decree as follows

1<sup>st</sup> - That the N E 1/4 of Sec- 16. T. 8. R. 3. E in said county and state less 65 acres of the north end was legally reserved and donated by the United States to the State of

8  
Mississippi for school purposes of said Township  
2<sup>nd</sup> That the State of Mississippi accepted said land & exercised  
control & ownership over it prior to January 1<sup>st</sup> - 1842 through  
his duly organized agencies

3<sup>rd</sup> That five school Trustees for said Township duly & legally  
elected & organized as a Board as required by Law to lease  
said lands and they did lease said lands unpaid day to  
Lewis Finley for a valuable consideration paid in cash by  
him to them & said Board executed a valid and legal  
deed of lease to him for said lands for & during the term  
of 99 years from January 1<sup>st</sup> - 1842 and they and he com-  
plied with all the Law in such cause made & provided

4<sup>th</sup> That said Finley at once took possession of said lands  
under said lease and acquired a perfect title to said lands  
for said term, but he failed to record said Deed of lease  
and it is now lost or destroyed

5<sup>th</sup> That said Finley and the Defendant hereto, who claims  
said lands through him have been in the adverse pos-  
session of said lands since January 1<sup>st</sup> - 1842 to the present  
time claiming & holding the same under said lease  
and all the purchase money for said lands has been  
paid to the proper authorities

6<sup>th</sup> That said J. W. Holland his heirs Executors Admin-  
istrators & assigns are entitled to the possession of said  
lands rent free until the expiration of said lease which  
will be December 31<sup>st</sup> - 1941 at which time the State of  
Mississippi through her legal agency will then be entitled  
to the possession of the same

7<sup>th</sup> That said lease be & is hereby established and confirmed  
unto the said Defendant J. W. Holland his heirs & assigns  
for & during the unexpired term of said lease for 99  
years from said January 1<sup>st</sup> - 1842

8<sup>th</sup> That the Bill filed in this cause be dismissed & the  
Defendant go hence hereof without day & recover of the  
Complainant in this cause his proper costs in this behalf  
expended to be taxed by the clerk & collected as provided by  
Law. Ordered adjudge and decreed this the 25<sup>th</sup> day of  
September A. D. 1843

W. C. Cross  
Chancellor



To 2588

Deed

Madison County } Filed for Record Oct 6<sup>th</sup> 1893  
 To L Deed } at 8 o'clock a.m. & Recorded  
 R L Willis } Oct 6<sup>th</sup> 1893

This cause coming

on this day to be heard on bill and answer and exhibits to answer and agreed statement of facts and it appearing to the satisfaction of the Court that Lots one and two containing 282 acres more or less in Sec 16 59 25 & West of Choctaw Boundary line were duly and legally leased on the 21<sup>st</sup> day of May 1855 for 99 years therefrom to John S. Willis and that all the purchase money for said lands has been fully paid by the said J. S. Willis and that all the defendants in this bill (viz. Mary Willis, Fannie Willis, Bettie Willis, Susie Willis, Mildred Willis, Tom Willis, Walter Willis and R. L. Willis) are the legal heirs of said J. S. Willis - It is therefore ordered adjudged and decreed by this Court that the said defendants and their assigns are entitled to, and shall have and hold a lease term in said lands for a term of 99 years from the 21<sup>st</sup> day of May A.D. 1855; that is said term shall expire May 21<sup>st</sup> 1954 and that complainant's bill be dismissed at complainant's cost.

It is also further ordered that this decree be recorded in the Public Records of Deeds of Madison County Mississippi

Ordered, adjudged and decreed this 26<sup>th</sup> day of September 1893

H. G. Bonn  
Chancellor

Memoranda: This decree is a copy of a decree recorded in M B No 5 of Chancery Court of Madison County on page 363.

Jas Prouty clk

Final Decree

No 2576

Madison County vs Mr. F. Ferguson In Chancery Court of Madison County Sept Term 1843

This cause coming on this day to be heard upon Bill Answer and Exhibits and it appearing to the Court (satisfaction of) that E 1/4 S W 1/4 + S W 1/4 S W 1/4 of section fifteen T. 7 R. 1 E. the land in controversy in this suit is a part of the School lands of said township and that on the 27th day of October 1845 said land was regularly sold at public outcry to the highest bidder for a term of 99 years. That said sale was made by the duly qualified officials designated by law to make the same sales of School lands and that all the requirements of the statute were complied with in said sale. That at said sale one Edmond Wells became the purchaser of the land in controversy for said term of 99 years and executed his promissory note for the purchase money as required by law and a bond for title or written agreement for a lease of said land was executed to said Edmond Wells

That afterward said Edmond Wells sold and conveyed his interest in said land to one G. W. Mitchell who thereupon assumed the payment of said purchase money.

And it further appearing that James F. Mitchell and others on the 3rd day of Sept 1872 being heirs at law of said G. W. Mitchell who had theretofore died executed a deed of conveyance of their interest in said land to the defendant Mr. F. Ferguson, he said Ferguson assuming the payment of the unpaid purchase money to the School fund; and that said defendant on the 10th day of January 1888 executed his promissory note for the sum of \$217.68 payable to the Treasurer of Madison County one day after date said sum of \$217.68 being the balance then owing upon the purchase money of said lease of said land which said promissory note is now held by said County Treasurer for the School fund of said township and it appearing further that the defendant and those under whom he claims have been

in continuous of said land from said 27<sup>th</sup> day of Oct 1845 to the present time claiming title thereto under said bond for title.

It is therefore ordered adjudged and decreed that said M. F. Ferguson is hereby vested with the legal and equitable title to said  $E\frac{1}{2}$   $S\frac{1}{4}$  +  $S\frac{1}{4}$   $S\frac{1}{4}$  Sec. 16 T. 7 R. 1 E for a term of ending Oct 27<sup>th</sup> 1944 subject however to a first lien upon said land for the payment of said promissory note of \$217<sup>68</sup> which said lien may be enforced by said County Treasurer or his successors in office by a sale of said land for said term. It is further ordered adjudged and decreed that on the 27<sup>th</sup> day of October 1944 all right title and interest of said Ferguson and his assigns in and to said land shall terminate and title thereto become vested in the State of Mississippi for the use of the Schools of said Township. The complainant to pay costs of this suit.

Ordered adjudged and decreed this 28<sup>th</sup> day of September A.D. 1893 Filed Oct 6<sup>th</sup> & recorded Oct 6<sup>th</sup> 1893

Elija Jane Galloway  
Elija Jane Chapel  
Nathan Chapel  
Anna Bill Chapel &  
Ike Wofford  
Loz Warranty Deed  
Maggie Erwin

Filed for Record Oct 7<sup>th</sup> A.D. 1893  
at 2 o'clock P.M. & Recorded Oct 7<sup>th</sup> 1893  
James Priestly Clerk

In consideration of the sum of one hundred dollar cash in hand paid us by Maggie Erwin the receipt of which is hereby acknowledged we Nathan Chapel alias Galloway Ike Wofford Anna Bill Chapel, alias Galloway, and Elija Jane Galloway, alias Chapel, do hereby convey & warrant unto the said Maggie Erwin forever the following described land in Madison County State of Mississippi adjoining the City of Canton to wit: Beginning at the North East corner of the lot owned by Giles D. Litch on the south side of Academy Street and running thence East along the south side of said Street 62 feet to a stake & thence South one hundred & sixty four feet and thence West 62 feet to the East line of said Litch Lot & thence North along the East side of said Litch Lot, one hundred & sixty four

fect to academy at the point of beginning  
witness our hands and seal this the 7th day of October A.D. 1893

witness  
J. M. Grafton  
Nathan Chapel (seal)  
Anna Bell Chapel (seal)  
Elija Jane Galloway (seal)  
Isaac Wafford (seal)

State of Mississippi  
Madison County

Personally appeared before me the undersigned, Chancery Clerk Jas Priestly of the said county the within named Elija Jane Galloway, who acknowledged she signed and delivered the foregoing Deed on the day and year there in mentioned as her act and deed

Given under my hand and official seal at office this 7th day of Oct- A. D. 1893

Jas Priestly CLK (seal)  
By J. M. Grafton D. C

n o.  
2581

Madison County  
V S 1/2 Final Dece  
Mrs E. L. Whitworth  
Filed for Record Oct- 9th A. D. 1893 at 3 o'clock P. M. and Recorded Oct- 9th 1893

Jamies Priestly clerk  
This cause coming on this day to be heard by the Court on Bill and Answer and Exhibits and it appearing to the satisfaction of the Court that the SE 1/4 of NE 1/4 and N 1/2 S W 1/4 of NE 1/4 of Sec- 16. T- 11- R- 3. E containing 60 acres was duly and legally leased to Mrs E. L. Whitworth on the 20th day of January 1870 for 24 years from that date and that the said Mrs Whitworth agreed to pay for same the sum of 4500<sup>00</sup> and that she has paid in Cash the sum of 4250<sup>00</sup> and has given her note, bearing 10% interest from the date thereof for 2000<sup>00</sup> due on the 1st day of January 1896  
It is therefore ordered and adjudged and decreed by the Court that the said within Memorandum herewith filed and marked Ex- "A." is only a bond for title and that said Whitworth is entitled to have a conveyance made to her from the legally constituted authorities in pursuance of said bond, upon her paying the said note when due with all the interest that may become due thereon for a lease term of 24 years in the above described lands from the 20th day of January 1870 and that the payment of said note when due as afore said shall vest a full and complete lease hold to said lands in defendant

for the said above mentioned time  
 It is further adjudged and decreed by the court that a  
 lien for the well paid purchase money be decreed to exist  
 upon said lands till full and final payment of same be made  
 And it further appearing to the satisfaction of the court that  
 a lease was duly & legally made of E 1/2 of N E 1/4 Sec-16. T-11  
 R. 3. E on Nov 10-1845 to B. L. Sutherland for a term of  
 99 years from Nov 11-1845; and that all the purchase  
 money has been paid to those legally authorized to receive  
 same, and that defendant Mrs. E. L. Whitworth, is en-  
 titled to a deed to same (E 1/2 of N E 1/4) by reason of purchase  
 from the heirs of said B. L. Sutherland for the term fixed  
 lease term of 99 years from said date, it is therefore  
 ordered adjudged and decreed that said E. L. Whitworth  
 her assigns shall have and occupy said last men-  
 tioned lands for a term of 99 years from the 10<sup>th</sup> day  
 of Nov. 1845.

It is further ordered adjudged and decreed that this  
 decree be recorded in the record book of deeds of  
 Madison Co. Miss and that the bill in this suit  
 be dismissed and the cost in this cause be paid by  
 complainant. Ordered adjudged & decreed this 27<sup>th</sup> day  
 of Sept 1893  
 W. C. Conn Chancery

Ella J. Madkin - 2 Filed for record Oct 11<sup>th</sup> 93 at 10:03 AM  
 Eliza Garrett - 2 Recorded Oct 11<sup>th</sup> 1893  
 To 2 Deed - 2 In consideration  
 Lizzie Mohner - 1 of One Hundred Dollars to us paid  
 the receipt whereof is hereby acknowledged we Ella J  
 Madkin and Eliza Garrett do hereby convey and  
 warrant to Lizzie Mohner the following lot in  
 the City of Canton Madison County Missouri, to wit:  
 Beginning on the East side of Hickory Street at  
 the North West corner of the lot that was conveyed  
 to John Mohner by B. F. and Hattie L. Garrett by  
 their deed dated June 3<sup>rd</sup> 1891 and recorded in Chan-  
 cery clerks office of said Madison County Book 22  
 page 349 said point of beginning being about 332  
 feet North of the intersection of Peace and Hickory  
 Streets; thence running North along the line of the  
 Eastern boundary of said Hickory Street 34 feet

more or less to a lot owned by Lizzie Mohr, thence East 92 1/2 feet, thence South 34 feet, thence West 92 1/2 feet to the point of beginning on said Hickory Street

To have and to hold the same to her the said Lizzie Mohr her heirs and assigns forever.

Witness our hands this 30th day of October 1893

Ella J. Madkins  
Eliza <sup>for</sup> Garrett

State of Mississippi }  
Madison County }

Personally appeared before me Jas Priestley Clerk of the Chancery Court of Madison County Mississippi Eliza Garrett who acknowledged that she signed and delivered the foregoing instrument on the day and year and for the purposes therein mentioned as her free act and deed.

Witness my hand and seal of office this 10th day of October 1893

James Priestley Clerk

State of Mississippi }  
Gozos County }

Personally appeared before me a Justice of the Peace of Gozos County State aforesaid Ella J. Madkins who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her free act and deed.

Witness my hand and seal of office this 5th day of October 1893

John Baumfield  
Justice of the Peace

Ack 2/- }  
Clerk - 4/- }  
Recording 4/- } 10/-

No 23-73-

Madison County  
vs. J. Deane  
W. W. Atkinson

Filed for Record Oct-12<sup>th</sup> a. d. 1843 at 12  
o'clock & Recorded Oct-12<sup>th</sup> 1843

James Priestly clk

This cause coming on this day to be heard upon bill of Complaint. Answer thereto & Exhibits are filed and it appearing to the satisfaction of the court that the land in controversy in this case viz; The S E 1/4 Sec-16 Tows- 7- R- 1 East in Madison County Miss being a part of the school land of said Township, was on the 27<sup>th</sup> day of October 1845- Regularly sold by the proper authorities for the term of 99 years, and that at said sale one W. A. Simmons became the purchaser thereof & there entered into possession of same, and that said Simmons his heirs and vendore have been in continuous possession of said land from said 27<sup>th</sup> day of October 1845- claiming title thereto by virtue of said sale and it appearing further that the purchase money of said land for said term have heretofore been fully paid to the proper authorities, and it appearing further that the defendant herein W. W. Atkinson is the present owner of all the right title & interest of said W. A. Simmons in and to said lands, through deeds of conveyance from the heirs at law of said Simmons. It is therefore ordered Adjudged and Decreed that the Bill of Complaint in this cause be & is hereby dismissed at the cost of the Complainant

It is further ordered Adjudged and Decreed that the defendant W. W. Atkinson be & is hereby vested with the legal & Equitable title in & to said S E 1/4 Sec- 16. T. 7. R 1. East until the 27<sup>th</sup> day of October 1944 and that at said date his title & right of possession in & to said land shall cease & title thereto shall on said date become vested in the State of Mississippi for the use of the School Land of said Township

Ordered Adjudged & Decreed this 28<sup>th</sup> day of September 1843  
Recorded in Minute Book 5- Page 3913

James Priestly clerk

D. L. Phares atty } Filed for Record Oct 13<sup>th</sup> 1893 at 8:00 am  
To & Deed } Recorded Oct 13<sup>th</sup> 1893  
Glasscock & Brown ?

In consideration of Eight Hundred Dollars to us paid we the undersigned convey and warrant to Glasscock & Brown a tract of land situated in Madison County in the State of Mississippi described as the South Half of the West Half of the South East Quarter of Section Eighteen of Township seven of Range Two East and containing fifty acres more or less. also one tract of land situated in Madison County State of Mississippi described as Forty acres more or less North Half of West half South East Quarter Section Eighteen Township 7 Range Two East Witness our signature the 12<sup>th</sup> day of October 1893  
D. L. Phares Jr Atty

State of Mississippi }  
Madison County }

Personally appeared before me R. M. Stewart a Justice of the Peace in and for said County and stated the within named D. L. Phares Jr atty who acknowledged that he signed and delivered the foregoing instrument of writing  
R. M. Stewart J.P.

Robert W. Duffey } Filed for Record Oct 13<sup>th</sup> 1893 at 10:00 am  
To & Deed of Trust } Recorded Oct 13<sup>th</sup> 1893  
J. B. Pratt }

Whereas J. Robt R. M. Caldwell }  
R. M. Caldwell } M. Duffey am indebted to R. M. Caldwell in the sum of Five Thousand Dollars evidenced by my promissory note of even date herewith payable to the order of said R. M. Caldwell on January 1<sup>st</sup> 1894 with interest at the rate of ten (10) per cent per annum.

Now therefore in consideration of the premises and for the purpose of securing the payment of said promissory note with interest on said January 1<sup>st</sup> 1894 I the said R. M. Duffey do hereby sell convey and warrant to J. B. Pratt Trustee the following described real and personal property situated in Hinds and Madison Counties to wit all my interest in that certain farm in Hinds County Miss located on the Jackson and Clinton Road known as the Timmin Place being the same as

For continuation of this deed book on page 18 of this book  
Dated and signed at Jackson Miss  
this 13<sup>th</sup> day of October 1893  
R. M. Caldwell



M. L. Glasscock } Filed for Record Oct 13<sup>th</sup> 1893 at 3:00 PM  
To { Deed } Recorded Oct 13<sup>th</sup> 1893  
H. E. Glasscock }

This deed of conveyance made by M L Glasscock of Madison State Mississippi of the first part and H. E. Glasscock of Madison State Mississippi of the second part Witnesseth that said party of the first part in consideration of the sum of Two Hundred Dollars have granted bargained and sold and by their parents do grant bargain and sell and convey to said party of the second part the following tract of land namely 6 1/2 A of section 16 Township 7 Range Two East lying and being in the County of Madison State of Mississippi to have and to hold said lands to said party of the second part his heirs and assigns forever

Witness my signature this 13<sup>th</sup> day of October 1893  
M. L. Glasscock

State of Mississippi }  
Madison County }

Personally appeared before me R. H. Stewart a Justice of the Peace in and for said State and County the within named M. L. Glasscock who acknowledged that she signed and delivered the foregoing instrument of writing this the 13<sup>th</sup> day of Oct 1893  
R. H. Stewart J.P.

Minnie Calhoun and  
S. S. Calhoun Jr }  
To { Deed }  
B. L. Roberts }

leased by me of Ethel Barksdale by their deed of lease dated Dec 18<sup>th</sup> 1890 and recorded in the chancery books office of said County at Jackson Book 20 page 454 also all the horses colts, mares mules and Shettland ponies owned by me and now upon said farm consisting of about 12 in number of Horses, Stocks and Iron mules also all my interest in all the horses, mares colts and mules being about 15 in number, belonging to the firm of Dwyff and Asher now upon said farm also all my interest in all the cattle on said farm belonging to said firm together <sup>with</sup> all my interest in all the crops now growing upon said place belonging to said firm my interest in said firm property being one half of the same.

Also the following described real estate in the city of Jackson Hinds County Miss; to wit: Sub divisions Two (2) and Five (5) in the report of the Commissioners to make partition in a cause in the chancery Court of Hinds County Miss for the First District of said County which cause is do 5-21 on the Docket of said Court and the style of which cause is Annie M. Sanders et al vs John H. Robinson Jr et al and which lot is also described and set forth in a Map filed with said report of said Commissioners in said Cause as Exhibit A to 13 to their said report and which lot of land fronts ninety five feet (95) on Capital Street of said City of Jackson and running back South three hundred and twenty (320) feet more or less to Peace Street and which said lot comprising the above named sub-divisions 2 + 5 was allotted to Annie M. Sanders et al by the final decree in said Cause, said lot being the same as now occupied by Dwyff and Asher in carrying on a livery and sale business, also Iron stallions named Henry Ward Beecher and Coaster and six head head of horses, mares and ponies belonging to me and now in stable occupied by Dwyff and Asher at said Jackson.

Also my one half interest in all the horses, mares ponies mules, buggies, carriages, wagons and other wheel vehicles and harness belonging to said firm of Dwyff Asher and now in said stable and employed and used in the livery stable business of said

Received on the within of J. W. County four hundred & seventy seven Dollars this July 1st 1894  
C. M. Caldwell  
C. M. Caldwell  
C. M. Caldwell

firm of Dufy and Asher, also that tract of land in Madison County Mississippi known as the Dufy place situated near and South East of the city of Canton and now occupied by Capt J. H. Johnston consisting of Two Thousand and forty acres also an undivided one half interest in Eighty lying West of the above described tract, said Eighty being also occupied by said Capt Johnston and a part of the original Dufy place.

To have and to hold the same to him the said F. B. Pratt upon the trusts herein expressed. If said note shall be paid at maturity this deed to be void.

If said note shall not be paid at maturity it shall become the duty of said the duty of said F. B. Pratt upon request of the legal holders of said note to take possession of said property and to sell the same at public outcry to the highest bidder for cash and to execute to the purchasers of the real estate proper deeds of conveyance and to deliver to the purchasers of the said personal property such sale shall be made at the usual place of Sheriff's sales at the Court House at Jackson Miss. of all of the Madison County property: and the sale of the Madison County property shall be sold at the South door of the Court House at Canton Miss. Such sale shall be advertised by written notices posted at the South door of the Court House at Canton and at the Court House at Jackson Miss.

Out of the proceeds of such sale said Pratt shall pay said notes and all interest thereon and the cost of executing the provisions of this deed and the residue if any pay to me

Said Caldwell or his assigns may in writing appoint some other person to act as Trustee in place of said Pratt if in any event, it shall not be convenient for said Pratt to act in the premises.

Witness my hand this 2<sup>nd</sup> day of October 1893  
 R. H. Dufy

State of Mississippi  
 Madison County

This day personally appeared before me, the undersigned H. H. Downing, Chancery Clerk in and for said County R. H. Dufy and acknowledged that he signed and delivered the foregoing deed of trust at the time therein named as his act and deed.

Witness my hand and seal of office this 3<sup>rd</sup> day of October 1893  
 H. H. Downing Clerk



no  
25-74

Madison County } Filed for Record Oct. 14<sup>th</sup> A. D. 1873 at 8 o'clock  
v.s } Final Decree } A. M. and Recorded Oct 14<sup>th</sup> 1873  
M. F. + S. C. Hsk. } James Poistley clk

This Cause coming on to be heard on Bill and decree pro confesso and it appearing to the satisfaction of the Court the Complainant have a right to the immediate possession of the NW 1/4 of SW 1/4 Sec. 16. T. 7-R. 1. E. lying in Madison County as Trustee under the statute and that defendants have no right title or interest in same it is therefore ordered adjudged & decreed that the said Complainant recover immediately possession of said lands to have & to hold forever in Trust as described by the Statute and that a writ of assistance issue from this Court directing the Sheriff of Madison Co to put Complainant into possession of said lands and that defendants pay the cost of this suit for which let Execution go

Ordered Adjudged & Decreed This Sept 28, 1873

H. C. Court

This Decree is found Recorded in  
M. B. Page 398.

Chancellor

James Poistley clk

no  
25-5-2

Evgenia Bartenatti } In the Chancery Court of Madison County Mississippi  
v.s } Decree } Filed for Record Oct 18<sup>th</sup> A. D. 1873 at 4 o'clock P. M.  
Ellw. B. Lee et al } and Recorded Oct 18<sup>th</sup> 1873 James Poistley

Came on to be heard and considered this Cause on bill of Complaint, Answer, Exhibits and proofs, and the Court being sufficiently advised and being satisfied from the evidence that the allegations of the bill are untrue, and that complainant is not entitled to the relief asked or to any relief, but that all the averments of the answer are true: it is therefore ordered adjudged and decreed that complainant is not entitled to relief, and that the bill of Complaint herein be and the same is hereby dismissed and the defendants go hence without day and that complainant pay the costs of this suit, to be taxed, for which execution may issue let a final record be made

Ordered, adjudged and decreed this the 20<sup>th</sup> day of September 1873

H. C. Court

Chancellor

No. 2595

Madison County } Filed for Record Oct 20th 1893 at 10:10 am  
vs L DeCour } Recorded Oct 20th 1893  
J. C. Powell }

This cause having been set down for hearing on demurrer to the bill of complaint and the court having heard the same argued at the September term 1893 of the Court and by consent of the parties was taken under advisement by the Court to be decided and for a decree in vacation. And the Court now being satisfied and sufficiently advised. It is therefore now ordered adjudged and decreed that the said demurrer be and the same is sustained and the bill dismissed.

It is further ordered and adjudged that complainant pay the costs of the suit to be taxed for which execution may issue.

Ordered, adjudged and decreed in vacation this 16th day of October 1893

H. C. Howell

Mrs M. C. Locke }  
vs L Seed } Filed for Record Oct 21st 1893 at 10:10 am  
Trustees Bethel Church } Recorded Oct 21st 1893

The State of Mississippi }  
Madison County }

Know all men by these presents that S. M. C. Locke for and in consideration of the regard and esteem which I have for the promotion of good morals and religious education among the colored people of said County and State have this day given and granted and delivered and by these presents do give grant and deliver unto Joe Robinson, A. L. Collins, Dick Alfred Wash Barnett Trustees of Bethel Church for the use of the congregation properly organized who worship God according to orthodox opinion the following property: Two acres in S. W. corner of Sec 36 T 12 R 3 E To have and to hold the same unto them and their successors in office forever.

In testimony whereof I the said M. C. Locke have hereunto set my hand and seal this 18th day of Sept 1893  
M. C. Locke Seal

State of Mississippi }  
Madison County } Personally appeared before me the undersigned Justice of the Peace in and for said County the within named M. C. Locke who acknowledged that she acquired and delivered the foregoing deed on the day and year therein mentioned as her act and deed. Given under my hand and seal this 21st Sept 1893  
E. L. Hargen J. P. Seal

Albert R Shattuck (Filed for Record Oct-26<sup>th</sup> A.D. 1893  
 To 3 Deed of Release. at 8 o'clock A.M. & Recorded Oct-26<sup>th</sup> 1893  
 Ella J. & R. B. Lee Jas Priestly clk

Whereas Ella J. Lee and husband R. B. Lee did on the 3<sup>rd</sup> of January A. D. 1890 execute a certain Trust Deed to Albert R. Shattuck Trustee to secure an indebtedness to The British and American Mortgage Company Limited of seventy five hundred Dollars and interest thereon on lands situated in the County of Madison State of Mississippi which said lands are more particularly described in said Trust Deed which was filed for Record in the public Records of said Madison County on the 9<sup>th</sup> day of January 1890, and recorded in Book "G G." page 207 et seq of the records of said County.

Now Therefore I, Albert R. Shattuck Trustee named in said Trust Deed for and in consideration of the sum of one Dollar to me in hand paid, do hereby release from the operation of the lien of said Trust Deed the following described land, situated and lying in the County of Madison State of Mississippi, to wit:

Beginning at a point three hundred and forty four and one half (344 $\frac{1}{2}$ ) feet East of the South West corner of the North East quarter of the South West quarter of Section Eight (8) Township Seven (7) Range Two (2) East the same being the South East corner of a lot now owned and occupied by G. N. Jones, and running thence due North three hundred and ninety three fourth (390 $\frac{3}{4}$ ) feet to a stake on the South side of the Madison Station and Livingston road, thence South 71° 30' East along the South side of said road six hundred and thirty one fourth (630 $\frac{1}{4}$ ) feet to a stake, thence South 21° West one hundred and ninety eight (198) feet to a stake, and thence due West on the centre of an old hedge, five hundred and fifteen and one half (515 $\frac{1}{2}$ ) feet to the point of beginning. Estimated to contain three and eighty five thousand hundredths (3 $\frac{85}{100}$ ) acres more or less.

But the lien of said Trust Deed on all and singular the other lands described and included in said Trust Deed is expressly reserved, continued and retained in all its full force and effect, the intention hereof

being that this instrument shall only take effect to re-  
 live from the line of said Trust Deed the 3<sup>85</sup>/<sub>100</sub> acres  
 of land herein above particularly described, but shall con-  
 tinue in all its full force and effect as to all and sin-  
 gular the other lands described or included in said Trust Deed.  
 In witness whereof I have hereunto set my hand this  
 25<sup>th</sup> day of October. A. D. 1893

Albert R. Shattuck

State of Louisiana  
 Parish of Orleans } Before me Charles P. Rowland a  
 Commissioner for the State of Mississippi, on this day  
 personally appeared Albert R. Shattuck, who acknowledged  
 that he signed and delivered the foregoing instrument  
 on the day and year therein mentioned  
 Given under my hand and seal this 25<sup>th</sup> day of  
 October. A. D. 1893  
 Charles P. Rowland  
 Commissioner for the State of Mississippi  
 in New Orleans, La

Ella J. Lee } Filed for Record Oct- 26<sup>th</sup> A. D. 1893  
 Co. & Mar. Deeds } at 8:15 o'clock A. M. & Recorded Oct- 26<sup>th</sup> 1893  
 H. Lena Jones } Jas Priestly Clerk  
 For and in consideration of nine hundred  
 and sixty two dollars and fifty cents (\$962<sup>50</sup>/<sub>100</sub>). I con-  
 vey and warrant to H. Lena Jones the following described  
 lot of land, lying and being in Madison County Miss-  
 issippi and more particularly described as follows; to wit:  
 Beginning at a point 344<sup>1</sup>/<sub>2</sub> feet East of the S. W. corner of  
 the N E 1/4 of the S W 1/4 of S. 8. in T. 7. R. 2. E. The same being  
 the S. E. corner of a lot now owned and occupied by J. M.  
 Jones as a residence lot & running thence due N. 390.94  
 feet to a stake on the S. side of the Madison Station  
 and Livingston road, thence S. 71° 30' E. along the S. side  
 of said road 630<sup>1</sup>/<sub>4</sub> ft to a stake, thence S. 21° W. 198 ft  
 to a stake & thence due W in the centre of an old hedge, 575<sup>1</sup>/<sub>2</sub>  
 ft to the point of beginning Estimated to be 3<sup>85</sup>/<sub>100</sub> acres more or less  
 Witness my signature, the 2<sup>7</sup>th days of September A. D. 1893  
 Ella J. Lee

State of Mississippi  
 Madison County } Personally appeared before me R. W. Stewart  
 a Justice of the Peace of the County and State aforesaid, the

within named Ella J. Lee. who acknowledged, that she signed and delivered the foregoing instrument on the day and year therein mentioned  
 Given under my hand, this the 28<sup>th</sup> day of September a. d. 1893  
 R. W. Stewart. J. P.

William M. Gaudell, } Filed for Record Oct-27<sup>th</sup> a. d. 1893  
 Co. 3 Deeds, } at 2 o'clock P. M. + Recorded Oct-27<sup>th</sup> 1893  
 C. F. Ray. } James Priestly clk

"State of Mississippi County of Madison"

In consideration of the sum of three hundred dollars cash in hand paid by C. F. Ray, the receipt of which is hereby acknowledged, I, William M. Gaudell, do hereby convey & warrant unto the said C. F. Ray, forever, the following described Lot or parcel of land lying & being in the County of Madison & State of Mississippi. To wit: The North half of the twenty acre Lot or parcel of Land conveyed to me, the said Gaudell, by T. C. Payne, Ida Payne & John Whelan by deed of date March 29, 1890, recorded in Book "N. Y." of Records of deeds of said County, page 392 - it being the North half of the same lot formerly conveyed by John Sammons & wife to A. W. Handy - said twenty acres being bounded on the north by former residence property of T. C. Payne, on South by residence property of W. B. Stinson, on East by the property of John Whelan, on west by Canton & Moore's Bluff or Camden Road, it being the true intent hereby to convey the North half of said twenty acre Lot - consisting of ten acres more or less

Witness my hand & seal this 27<sup>th</sup> day of Oct - a. d. 1893  
 W. M. Gaudell (seal)

State of Mississippi  
 Madison County

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

Given under my hand and official seal at office this 27<sup>th</sup> day of Oct 1893  
 James Priestly Clerk



N. M. Gaudell } Filed for Record at 2:00 PM Oct  
To L. Mar Deed } 27<sup>th</sup> 1893 + 1 Recorded Oct 27<sup>th</sup> 90  
John M. Owen }

State of Mississippi  
Madison County }

In consideration of the sum of Three hundred dollars cash in hand paid me by John M. Owen the receipt of which is hereby acknowledged I, William M. Gaudell do hereby convey and warrant unto the said John M. Owen forever the following described lot or parcel of land lying and being in the County of Madison & State of Mississippi. To wit: The South half of the twenty-acre lot or parcel of land conveyed to me the said Gaudell by J. O. Payne Ida Payne & John Whelan by deed of date March 29 1890 recorded in Book 93 of records of deeds of said County - page 392 - it being the South half of the same lot formerly conveyed by John Simmons & wife to A. H. Handy said twenty acres being bounded on North by former residence property of J. O. Payne on South by residence property of M. B. Stinson, on East by property of John Whelan on West by Canton and Morris Bluff or Cannon Road - it being the true intent truly to convey the South half of the said twenty-acre lot consisting of ten acres more or less

Witness my hand and seal this 27<sup>th</sup> day of Oct 1893  
N. M. Gaudell (Seal)

State of Mississippi }  
Madison County }

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

Given under my hand and official seal at office this 27<sup>th</sup> day of October A.D. 1893  
Jas. Prouty Clerk

J P Frazier  
 To & Deed  
 Saml Harris Jr  
 Filed for Record Oct 28<sup>th</sup> 1893 at 1.00  
 3 P.M.  
 Recorded Oct 28<sup>th</sup> 1893

In consideration of Twelve Hundred and fifty dollars to be paid by Samuel B. Harris Jr. J P Frazier do hereby convey and warrant to said Saml B. Harris Jr the following described land in Madison County to wit: N 1/2 N 1/2 Sec 19 T 10 R 4 E + 14 acres off East side E 1/2 S 1/2 NE 1/4 + 6 acres in SE corner S E 1/4 Sec 24 T 10 R 3 E To have and to hold to him the said Saml B. Harris Jr his heirs and assigns forever  
 Witness my hand this 2<sup>nd</sup> day of Jan'y 1893  
 J P Frazier

State of Mississippi  
 Madison County

Personally appeared before the undersigned M. Allen, clerk of the levied court of the said County the within named J P Frazier who acknowledges that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed  
 Given under my hand and official seal at office this 28<sup>th</sup> day of Oct 1893  
 M. Allen clerk

Nannie Calhoun and  
 S. S. Calhoun Jr  
 To & Deed  
 B. L. Roberts  
 Filed for Record Nov 1<sup>st</sup> 1893 at  
 12 o'clock M. + Recorded Nov 1<sup>st</sup> 1893  
 Jas Priestly CLK

In consideration of the sum of \$2000 cash in hand this day paid by B. L. Roberts to Nannie Calhoun the receipt of which is hereby acknowledged, we, S. S. Calhoun Jr. and Nannie Calhoun sole heirs at law of Nancy M. Will deceased, hereby convey and warrant unto the said B. L. Roberts possession to be delivered January 1<sup>st</sup>, 1894, on expiration of lease to William M. Cassice, that land in or near the city of Canton, County of Madison and State of Mississippi, described as that lot fronting on Peace street, which street bounds it on the

north, being the same land conveyed on December 1<sup>st</sup>, 1869, by William A. Caswell and his wife, F. A. Caswell, to the said Mrs. M. M. Hill by deed recorded in book S. of the deed records of the County of Madison on pages 666 and 667. beginning at a point 222 feet east of the north west corner of the lot on which L. S. Mooby resided at his homestead on December 1<sup>st</sup>, 1869 and now occupied; it is believed by J. K. Kearney and running thence east with said Peace Street 100 feet; thence south 830 feet to Academy Street; thence west 100 feet; thence north 830 feet to the beginning

Witness the signature of the said S. S. Calhoun Jr and the said Annie Calhoun this the 28<sup>th</sup> day of October 1893.

Annie Calhoun  
S. S. Calhoun Jr

State of Mississippi }  
Hinds County S.S. } Personally appeared before me,  
A. C. Jones, notary public in and for the city of Jackson, County of Hinds, State of Mississippi the within and above named S. S. Calhoun Jr, and Annie Calhoun who acknowledged that they signed and delivered the foregoing instrument on the day and year there in mentioned

Witness my hand and official seal this 28<sup>th</sup> day of October A.D. 1893

A. C. Jones  
Notary Public

J. J. Emstall  
George <sup>and</sup> Handy  
To { Deed of Trust  
To secure  
Leanton Female Academy

Filed for Record Nov 2<sup>nd</sup> 1893  
at 10:00 am  
Recorded  
Nov 3<sup>rd</sup> 1893

This trust deed made and entered into this 27<sup>th</sup> day of October A.D. 1893 between J. J. Emstall and George Handy partners in trade under the style and firm name of Emstall & Handy of the first part and W. H. Bole trustee of the second part, to secure the Board of Trustees of the Leanton Female Academy composed of J. M. Mapwell, D. C. Priestly, Geo Handy, J. M. Litch B. E. Jones and Robt Powell of the third part is to witness that whereas said first parties are justly indebted to the said

shown this day deposited in the office of H. St. Louis to the Credit of George Handy Treasurer  
of the Emilian Semanah Academy the sum of seven hundred & twenty dollars in full  
with payment of this sum of money and of any interest thereon - Nov 9 1893  
W. H. Powell Trustee.

third parties in the sum of six hundred dollars for  
borrowed money as evidenced by the promissory note  
of said first parties of even date with this instrument  
for that amount payable on the 27<sup>th</sup> October A.D. 1894  
with interest from date at the rate of ten per cent per  
annum. And whereas said first parties are desirous  
of securing the prompt payment of said note at its  
maturity: Now therefore in consideration of the promise on the  
said first parties hereby conveyed and warrant unto H. H. Bole  
Trustee as aforesaid the following described lands lying and  
being situated in the County of Madison State of Mississippi  
to wit: The E 1/2 of Section 35 and the E 1/2 S 1/4 Sec 26 all  
in Township 10 Range 4 East with appurtenances thereto  
belonging - To have and to hold unto the said H. H. Bole &  
his successors forever. In trust however upon the following terms  
and conditions. If the said first parties shall well and truly  
pay said above described note with accrued interest promptly  
at maturity then this instrument to be void. But if note  
shall not be paid then it shall be lawful for the said H. H.  
Bole trustee or any other trustee the holder of said note may  
appoint to take possession of said above described land &  
sell the same at public outcry to the highest bidder for  
cash in front of the Court House door of Madison County  
Mississippi after giving ten days notice of such sale by  
posting a written notice on such Court-house door and  
to make a deed to the purchaser at such sale and out  
of the proceeds of such sale pay first the cost and expen-  
ses of such sale then said above described note with ac-  
crued interest and if any balance remain pay such balance  
as the Law directs.

In testimony whereof the said first parties have hereunto  
set their signatures this 27<sup>th</sup> October A.D. 1893

J. J. Trunstall  
George Handy

State of Mississippi  
Madison County Personally appeared before the undersigned  
M. Allen Clerk of the Circuit Court of the said County the within nam-  
ed J. J. Trunstall and George Handy who acknowledges that they signed  
sealed and delivered the foregoing deed on the day and year therein  
mentioned as their act and deed

Given under my hand and official seal at  
office this 2<sup>nd</sup> day of November 1893

seal

W. H. Powell

M. Allen

J. S. Kearney } Filed for Record Nov 9<sup>th</sup> 1893 at 20.00 PM  
To Mar Deed } Recorded Nov 9<sup>th</sup> 1893  
S. L. Clark }

The State of Texas  
Halls County

Know all men by these presents that J. S. Kearney of the aforesaid County and State for and in consideration of the sum of Six Hundred Dollars in cash paid by S. L. Clark have granted bargained and sold and conveyed and do hereby grant bargain sell and convey unto her the said S. L. Clark of Madison County State of Mississippi the following described property to wit: a parcel of land described as the entire lot ninety five front by one hundred feet deep in the East half of Lot No 8 in square No 1 in the town of Flora in Madison County State of Mississippi.

To have and to hold unto her the said S. L. Clark her heirs and assigns forever, all of said parcel of land herein described together with all the improvements thereon and all the rights privileges tenements and appurtenances therunto belonging or in any wise incident. And I do hereby bind myself my heirs and assigns to forever warrant the title to come unto her the said S. L. Clark her heirs or assigns against the claim of any one by through or under me

Witness my hand this 30<sup>th</sup> day of October 1893

J. S. Kearney

The State of Texas  
County of Falls

Personally appeared before me W. E. Hummcutt Clerk of the Dist Court of the County of Falls in the State of Texas the within named J. S. Kearney who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office this 30<sup>th</sup> day of October 1893

W. E. Hummcutt  
Dist Clerk Falls Co Texas

(star)

clerk chs of

W.B. Jones } Filed for Record Nov 3<sup>rd</sup> A.D. 1893 at 10  
 To & Deed } o.c. a.m. & Recorded Nov 3<sup>rd</sup> 1893  
 Alice Jones } Jas Priestly clk

For and in consideration of the sum of Twenty five Dollars Cash in hand - by Alice Jones I this day transfer and quit all claim to her to the following described lot of land - To wit: -  
 Beginning at a stake East of the Brick-Yard in East Flora & running East 70 yds thence South 70 yds. Thence West 70 yds. Thence North 70 yds to the point of beginning. Containing one acre of land with appurtenances & improvements thereon belonging all in town of Flora Madison Co. Miss.  
 Given under my hand & seal this 23<sup>rd</sup> Oct- 1893  
 W.B. Jones *seal*

State of Mississippi }  
 Madison County } Personally appeared before the undersigned Mayor of Flora & Ex officio J. P. W.B. Jones who acknowledged he signed sealed & delivered the foregoing Deed of quit claim as his free act & will Given under my hand this the 23<sup>rd</sup> day of Oct- 1893,  
 S. J. Crichel Mayor & Ex officio

Ashton Phelps and } Filed for Record November 4<sup>th</sup> A.D.  
 Wm A. Phelps } 1893 at 8 o'clock A.M. and Recorded  
 To & Deed with Limited Warranty } November 4<sup>th</sup> 1893  
 E. F. Gaddis } Jas Priestly clk

"The State of Mississippi The Parish of Orleans"  
 Know all men by these presents that we Ashton Phelps and Wm A. Phelps of the City of New Orleans - and State of Louisiana members of the late firm of Phelps and Company - for and in consideration of the sum of One Hundred and ninety Dollars Cash in hand paid us by E. F. Gaddis the receipt of which we hereby acknowledge have granted - bargained, sold and conveyed - and do hereby grant bargain sell and convey unto him the said E. F. Gaddis of the town of Flora - County of Madison and State of Mississippi - all our right title and interest in and to a certain lot of land described as follows -  
 The North half of Lot No Three - in Square No one measuring fifty feet on front Street - and running back

one hundred and twenty five feet in the Town of  
 Flora in Madison County State of Mississippi  
 To have and to hold unto him the said C. F. Gaddis  
 said lot of land together with all the improvements  
 thereon - and all the rights - privileges - hereditaments and  
 appurtenances thereto belonging or in any wise incident  
 And we the said Ashton Phelps and Wm. A. Phelps do  
 hereby bind our selves and our heirs, executors and  
 administrators to forever warrant and defend unto him the  
 said C. F. Gaddis his heirs and assigns - said lot of  
 land - against the claim of any one by through or  
 under us. Witness our hands this 31<sup>st</sup> day of October A. D.  
 1893. attest  
 John J. Ward  
 Ashton Phelps  
 Wm. A. Phelps

The State of Louisiana  
 The Parish of Orleans } Personally appeared before me John  
 J. Ward a Notary Public in and for the City of New Orleans  
 and State of Louisiana - the within named Ashton Phelps  
 and Wm. A. Phelps, who acknowledged to me that they  
 signed and delivered the foregoing instrument on the  
 day and year therein mentioned  
 Given under my hand and seal of Office this the 31<sup>st</sup>  
 day of October A. D. 1893 - at New Orleans La  
 John J. Ward seal  
 Notary Public

N. D. Priestley } Filed for Record Nov 4<sup>th</sup> A. D. 1893 at  
 Lo & Deed } 3 O. C. P. M & Recorded Nov 4<sup>th</sup> 1893  
 J. W. Dows Sr } James Priestley  
 In consideration of the payment of fifty  
 dollars in cash and fifty dollars to be paid on the 1<sup>st</sup>  
 of January 1894 and one hundred dollars to be paid on  
 the 1<sup>st</sup> of July 1895 - I hereby convey and warrant to  
 J. W. Dows Sr my undivided one half interest in  
 the 1/2 of the SE 1/4 of Sec. 30, T. 9, R. 3 East in Mad-  
 ison County Miss. Witness my hand and signature  
 the 4<sup>th</sup> day of Nov 1893. N. D. Priestley

State of Mississippi  
 Madison County } Personally appeared before the undersigned Jas  
 Priestley Clerk of the chancery court of the said County, the within named  
 N. D. Priestley, who acknowledged that he signed and delivered the fore-  
 going Deed of the day and year therein mentioned, as his act and deed  
 Given under my hand and official seal at  
 office this 4<sup>th</sup> day of Nov. A. D. 1893  
 Jas Priestley  
 By J. M. Estep

The within mentioned becom have  
 been paid me in full by  
 J. W. Dows Sr. Nov 14/93 -  
 N. D. Priestley

## Partial Release!

The Deuda Mortgage and Trust Instrument Company Limited hereby releases from the lien of a certain Deed of Trust, Executed for its benefit by Robert W. Rowland, and Sarah L. Rowland his wife, on the 22<sup>nd</sup> day of December 1886. Recorded on the 23<sup>rd</sup> day of December 1886 in Record Book, T.T. page 477. etc. etc. the records of Madison County State of Mississippi. The following described real estate, and no other, to wit:

Sixteen  $\frac{1}{4}$ 's. (16 $\frac{00}{100}$ ) acres off the south end of each half of south east quarter of section 30. Township 9. Range north 1 East. Particularly described as beginning at the south east corner of said section 30. Thence running north twelve  $\frac{1}{4}$ 's. (12 $\frac{25}{100}$ ) Chains thence west nine  $\frac{00}{100}$  (9 $\frac{00}{100}$ ) Chains to Peroumum Creek. Thence down said Creek to the section line dividing sections thirty (30) and thirty one (31) and thence east on the section line to the beginning. Also all that part of the north east quarter of section thirty one (31) Township 9. Range north. 1 East lying east of Peroumum Creek estimated to contain One Hundred and Nine  $\frac{75}{100}$  (109 $\frac{75}{100}$ ) Acres

Containing in all hereby released. One hundred Twenty six  $\frac{00}{100}$  (126 $\frac{00}{100}$ ) acres, more or less. This release is intended to release only the above described real estate, but said Trust Deed is to remain and be in full force and effect upon all the other real estate by it conveyed.

In witness whereof, the said The Deuda Mortgage and Trust Investment Company Limited - has caused this instrument to be executed for it and in its name by John M. Judah its Attorney in fact this 17<sup>th</sup> day of December 1892

The Deuda Mortgage & Trust Investment  
Company Limited. Seal  
by John M. Judah Attorney in fact Seal

State of Tennessee  
County of Shelby

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, John M. Judah Attorney in fact for the Deuda Mortgage & Trust Investment Co. Limited, who acknowledged that he signed, sealed and delivered the above instrument on the day and year above said as the voluntary act and deed of said Company for the purposes therein expressed. Witness my hand and official seal this 17<sup>th</sup> day of December 1892.

Bolton Smith Seal  
Notary Public Shelby County, Tenn



State of Mississippi  
County of Madison

Knows all men by these presents that we, R. W. Rowland and Sarah L. Rowland husband and wife of the County of Madison and State of Mississippi. For and in consideration of the sum of Thirteen Hundred and sixty six dollars and forty five cents to be paid to R. W. Rowland by George Manning in the following amounts and at the following dates as evidenced by his the said Geo Manning four promissory vendors notes executed this date which notes are numbered 1, 2, 3, 4 and marked G. W. for identification. which notes are due and payable as follows. For Note No 1, which is for Three hundred and fifty dollars is due and payable on the first day of January 1893. Note No 2 which is for Three hundred and seventy two dollars and fifteen cents is due and payable on the first of January 1894. Note No 3, which is for Three hundred and seventy two dollars and fifteen cents is due and payable on the first day of January 1895. Note No 4, which is for Three hundred and seventy two dollars and fifteen cents is due and payable on the first day of January 1896. Have granted bargain sold and conveyed and do hereby grant bargain sell and convey unto him the said George Manning of the County of Madison and State of Mississippi the following described tract or parcel of land lying and being situated in Madison County State of Mississippi to wit, 16 <sup>90</sup>/<sub>100</sub> Acres off the south end of the S <sup>1</sup>/<sub>2</sub> S <sup>6</sup>/<sub>4</sub> Section 30. Township No 9. Range 1 E. particularly described as beginning at the S. E. Corner of said Section 30. Thence running North 12 <sup>25</sup>/<sub>100</sub> Chains. Thence West 9 <sup>60</sup>/<sub>100</sub> Chains to Persimmon Creek. Thence down said brook to the section line dividing Sections 30 and 31. thence east on section line to the beginning. Also that portion of the N. E <sup>1</sup>/<sub>4</sub> of section 31, T 9. R 1 E lying east of Persimmon Creek, estimated to be 109 <sup>73</sup>/<sub>100</sub> Acres

To have and to hold unto him the said Geo Manning his heirs and assigns forever all of the above described land together with all the rights privileges hereditaments and appurtenances thereto belonging or in anywise appertaining and we the grantors in this conveyance do hereby covenant and bind ourselves to warrant and forever defend the title to the above described lands unto Geo Manning against the claims of any one But it is distinctly understood that the vendors lien is herein and hereby retained to secure the prompt payment of the four vendors notes mentioned herein. And the vendors lien is retained herein on all of said lands to secure the payment of each and all of said notes.

Witness our hands this 22<sup>nd</sup> day of

December AD 1892

R. W. Rowland, Sarah L Rowland,

State of Mississippi  
Madison County

Personally appeared before me: J. B. Huston Mayor  
of Flora and Ex officio J.P. for said County and State the within named  
R. W. Rowland and Sarah L Rowland. Who acknowledged that they signed  
and delivered the foregoing deed on the day and year therein men-  
tioned as their act and free will

of December 1892

Witness my hand this the 22<sup>nd</sup> day  
J. B. Huston Mayor of Flora  
Ex officio J.P.

M. B. Jones  
J. C. Deed

Filed for Record Nov 8<sup>th</sup> 93 at 8:00 am  
Recorded Nov 8<sup>th</sup> 1893

To be Aldridge et al

For and in consid-  
eration of the sum of Thirty Five dollars and a transfer of one  
and a half (1 1/2) acres of land in South West corner of the Mod-  
land embraced in a 1/4 of a 1/4 sec 33 T. 9 R. 1 West & this day  
transfer and warrant unto Toke Aldridge Caleb Strawn and  
Essex Godwin deacons of the Woodman Hill Col. Baptist  
Church and their successors in office for the uses and benefit  
of said Woodman Hill Church the following described lot and  
parcel of land to wit: Beginning at a point on West side  
of Vernon and Clinton Road where said road crosses the line  
dividing the 1/4 of a 1/4 from the 1/4 of a 1/4 of section  
33 T. 9 R. 1 West and running thence due West 7 chains  
and 7 links to a stake, thence S. 16° E 7 chains to a stake  
thence due East 7 chains + 21 links to the Vernon & Clinton Road  
and thence North 16° West 7 chains along said Road to the  
beginning estimated to be Five (5) Acres more or less to  
have and to hold the same forever

Given under my hand and seal this day 7 1893  
M. B. Jones

State of Mississippi  
Madison County

Personally appeared before me the under-  
signed Mayor of Flora and Ex officio J.P. M. B. Jones who  
acknowledged that he signed & delivered the foregoing deed  
of conveyance as his free act and will

S. J. Crisler Mayor of Flora  
Ex officio J.P.

blks bgs of

Calvin Stewart et al }  
Deacons Woodman Hill Church } Filed for Record Nov 8<sup>th</sup> 1893 at 8:00 AM  
To & Deed } Recorded Nov 8<sup>th</sup> 1893

M B Jones } For and in consid-  
erance of the sum of Ten dollars cash in hand paid the receipt  
of which is hereby acknowledged we this day transfer to M Jones  
the following described lot of land to wit - one and a half (1 1/2)  
acres of land in the South West corner of the NW 1/4 of SW 1/4 of  
Sec. 33 T9 R 1 N to have & hold the same forever

Given under my hand seal this Nov 7<sup>th</sup> 1893  
Leah Straw }  
To be his Aldridge } Deacons of Woodman  
Essex Goodwin } Hill Church

State of Mississippi }  
Madison County }

Personally appeared before the undersigned  
Mayor of Flora and Ex-officio Justice of the Peace Leah Straw To be  
Aldridge and Essex Goodwin Deacons of Woodman Hill Church  
(Col. Baptist) who acknowledged that they signed and delivered  
the foregoing deed of conveyance as their act and deed

S. J. Lewis Mayor  
Ex-officio J.P.

John A. McKay } Filed for Record Nov. 11<sup>th</sup> A.D. 1893  
To & Deed } at 8 o'clock A. M. & Recorded Nov 11<sup>th</sup> 1893  
A. E. Glasscock } James Priestley C.R.

"State of Mississippi Madison County"

This indenture made and entered into this the 9<sup>th</sup> day  
of November 1893. by and between John A. McKay of  
Madison County Mississippi party of the first part and  
A. E. Glasscock of Madison County Mississippi party of  
the second part witnesseth

That for and in consideration of the sum of Two  
Thousand Dollars (\$2000<sup>00</sup>) paid and to be paid  
as follows to wit - Two hundred & fifty dollars \$250<sup>00</sup>  
cash in hand paid the receipt of which is hereby  
acknowledged and one note of even date herewith  
for Three hundred and fifty dollars (\$350<sup>00</sup>) payable  
June 1<sup>st</sup> 1894, one note of even date herewith for  
Two hundred dollars (\$200<sup>00</sup>) payable June 1<sup>st</sup> 1895  
and one note of even date herewith for (1200<sup>00</sup>) Twelve  
hundred dollars payable June 1<sup>st</sup> 1896 Each of said

notes bearing interest at the rate of ten per cent per annum from date until paid! The said John H. McKay hereby grants, bargains, sells and conveys unto said H. E. Glasscock the following tract piece or parcel of land lying being and situated in the County of Madison and State of Mississippi to wit. Ten Acres more or less in the South East Corner of the South West Quarter of Section Eight (8) Township Seven (7) Range Two (2) East in said County - beginning at a stake at the South East Corner of the South West Quarter of said Section 8 and running thence due west on the South line of said Section Six hundred and twenty-seven (627) feet to the right of way of I. C. R. R. Thence North  $24^{\circ}$  East touching the right of way of said Rail Road One thousand (1000) feet; thence East  $24^{\circ}$  South Three hundred feet (300) to the East line of said quarter section; thence due South with said quarter section line seven hundred, and ninety-five (795) feet to the point of beginning - to the said H. E. Glasscock his heirs and assigns forever! and the said John H. McKay warrants the title to said property to be free from all encumbrance whatsoever, except a certain Trust deed executed by him in favor of the Colonial and W. S. Mortgage Co., and it is agreed that the H. E. Glasscock shall not be required to pay the last mentioned note of (\$1200<sup>00</sup>) until said property shall stand free from said encumbrance. A lien is hereby specially retained to said property to secure the payment of the balance of the purchase money as evidenced by said notes herein before mentioned. It is agreed that said H. E. Glasscock shall have the privilege, at any time hereafter of paying off any one or all of said purchase money notes and receiving clear title to said property.

In witness whereof I have hereunto set my hand and seal this the 9<sup>th</sup> day of November 1893 John H. McKay

State of Mississippi Personally appeared before me a Justice of the Peace Madison County 3 in and for said County & State John H. McKay who acknowledged that he signed & delivered the within instrument of writing this the 9<sup>th</sup> day of Nov 1893

(Seal) R. W. Stewart J. P.

Mary Fleming } Filed for Record November 15<sup>th</sup> A. D.  
To Deeds } 1893 at 2 o'clock P. M. & Recorded Nov 15<sup>th</sup> 1893  
J. R. Hoover } James Priestley cllk.

"State of Mississippi Madison County"

For and in consideration of the sum of \$1000  
paid cash in hand, I hereby grant bargain sell  
convey and warrant to J. R. Hoover the following  
described Land and property, situated in the County  
of Madison State of Mississippi to wit 1/2 of 1/2 of  
fractional part of Sec-24 lying East of Indian  
boundary in T. 12. R. 4. East containing 40 acres  
more or less Witness my signature this the 13<sup>th</sup> day of  
November 1893

Mary Fleming

Witness W. R. Rowland  
R. A. Donald

State of Mississippi & This day personally appeared  
Holmes County before me the undersigned Mayor  
of Pickens & ex officio Justice of the Peace in said  
County and State W. R. Rowland one of the subscri-  
bing witnesses to the fore going deed, who being by  
me first duly sworn. deposed and said that he  
saw the above named Mary Fleming, whose  
name is subscribed thereto sign and deliver the  
same to the above named J. R. Hoover, that he  
this deponent subscribed his name as a witness  
thereto in the presence of the said Mary Fleming  
and that he saw the other subscribing witness R.  
A. Donald sign the same in the presence of the  
said Mary Fleming and that they all signed  
in the presence of each other on the day and  
year therein mentioned

Given under my hand this 15<sup>th</sup> day of November  
1893

J. H. Hoffman  
Mayor of Pickens & ex officio J. P.

W. A. + Annie L. Patton } Filed for Record at 12:45 - 06 PM  
 To Quit Claim deed } on 16<sup>th</sup> Nov 1893  
 Mary E. Harrell } Recorded Nov 16<sup>th</sup> 1893

*Witness. ult. mens. by*  
 these presents: That we W. A. Patton and Annie L. Patton his wife  
 of the County of Leake State of Mississippi for and in considera-  
 tion of One dollar and certain other goods and valuable consid-  
 eration by us received from Mrs Mary E. Harrell of the County  
 Madison, State of Mississippi have released and quit claimed  
 and by these presents doth release and quit claim unto her  
 the said Mrs Mary E. Harrell all of our right, title interest  
 and claim in and to the following described land in Mad-  
 ison County, Miss: to wit: the East half of the West half of the  
 South East Quarter containing forty acres more or less: and  
 the East half of the South East Quarter containing Eighty acres  
 more or less all in Section Twelve Township seven Range Five  
 East

Witness our hands and seals this 7<sup>th</sup> day of August 1880  
 W. A. Patton *(seal)*  
 Annie L. Patton *(seal)*

State of Mississippi }  
 Leake County }  
 3

Personally appeared before me J. E. Gilbert  
 Justice of the Peace of the said County the within named W. A.  
 Patton who acknowledged that he signed sealed and delivered  
 the foregoing deed on the date therein mentioned as his act  
 and deed.

And also appeared Annie L. Patton wife of said William  
 A. Patton who after being examined privately and apart  
 from her said husband acknowledged that she signed  
 sealed and delivered the foregoing deed as her voluntary  
 act and deed freely and for the purposes specified without  
 any fear threats or compulsion of her said husband.

Given under my hand and seal this 7<sup>th</sup>  
 day of August 1880  
 J. E. Gilbert J.P. *(seal)*

Let's copy at

Mary E. Hamill } Filed for Record Nov 16th 1893 at 12:45 - o.e P.M.  
Go Deed } Recorded Nov 16th 1893  
Mons M. J. Clark }

This Indenture made the 29th December 1880 between Mrs Mary E. Hamill of the County of Madison State of Mississippi of the first part and Mrs M. J. Clark of the County of Madison State of Mississippi of the second part Witness that the said party of the first part for and in consideration of the of One hundred and fifty five (\$155<sup>00</sup>) dollars to me cash in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted bargained sold and conveyed and by these presents do grant bargain sell and convey to party of the second part her heirs and assigns that certain tract or parcel of land situated in the County of Madison and State of Mississippi known and described as follows: - The E 1/2 N 1/2 S E 1/4 and S E 1/4 S E 1/4 sec 12 Township 7 Range Two East containing Eighty acres more or less together with appurtenances to said premises belonging and all estate, title and interests both at law and in equity of the party of the first part in the same to have and to hold the said granted premises with the appurtenances unto the party of the second part her heirs and assigns forever in fee simple and the said party of the first part for their heirs executors and administrators do hereby covenant and agree with the said party of the second part her heirs and assigns that the said party of the first part shall forever warrant and defend the title to the said premises unto the party of the second part her heirs and assigns against the claim of all persons lawfully claiming the same or any part thereof except on account of taxes due from and after the 29th day of Dec 1880

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

Mary E. Hamill

State of Mississippi }  
Madison County } 55

Personally appeared before me a Justice of the Peace in and for said County, the within and above named Mary E. Hamill who acknowledged that she signed sealed and delivered the above and foregoing Deed on the day and year therein mentioned as her act and deed.

Given under my hand and seal this 30th day of December AD 1880  
R. C. Andrews (Seal)

Wells Chgs of

James Clayborn } Filed for Record November 18<sup>th</sup> A.D. 1893  
To 3 Deeds } at 11 o'clock A.M. & Recorded Nov 18<sup>th</sup> 1893  
Levithia Cooks } James Poustley CLK.

"The State of Mississippi County of Madison"  
For & in consideration of Ten Dollars \$10<sup>00</sup> cash to me  
paid to me by Levithia Cooks, the receipt of same being hereby  
acknowledged. I convey & warrant unto the said Levithia  
Cooks the undivided 1/2 interest in and to the following  
lands, being about 3 acres in said County to wit  
That certain tract of land conveyed by Owen Van Vactor  
and Annie A. Van Vactor on the 12<sup>th</sup> day of September  
1874 for a particular description of which lands reference  
is here made to the deeds conveying same by said Van  
Vactor to Maria Clay recorded in "Book" "16" page  
322 of the records of the Chancery Clerk's Office of said  
County & also to the deed of said Van Vactor to said Clay  
in Book "V" page 609 filed for Record on the 2<sup>nd</sup> day  
of December 1871 in the Chancery Clerk's Office of said  
County said 1/2 interest herein conveyed being derived  
by the undersigned through his wife Maria Clay who  
died on November 7<sup>th</sup> 1893.

In testimony of which witness my hand this 18<sup>th</sup> day  
of November 1893. James Clayborn  
mark

The State of Mississippi  
County of Madison } This day came in person be-  
fore me, James Clayborn who acknowledged that he  
signed sealed and delivered the above deed for the  
purposes therein set forth this 18<sup>th</sup> Nov 1893  
leak for \$100 Seal James Poustley Clerk

Sam B. Harris Jr } Filed for Record Nov 21<sup>st</sup> 1893  
To 2 Deed of Trust } at 8.00 A.M.  
M. C. Joyner } Recorded Nov 21<sup>st</sup> 1893  
To George }  
H. Smith } Samuel B. Harris Jr am indebted  
ed to H. Smith in the sum of Twelve Hundred and Fifty  
Dollars (\$1250) evidenced by my five promissory notes of  
even date herewith for the sum of Two Hundred and Fifty  
Dollars (\$250<sup>00</sup>) each payable to the order of said H.  
Smith on the 1<sup>st</sup> day of November 1893-1894-1895



I certify by my seal of said Court that the above is a true and correct copy of the original of said instrument as filed in said Court.

1896 and 1897 respectively - said notes being for the purchase money of the land herein described and each bearing interest at the rate of ten per cent per annum from Nov 1<sup>st</sup> 1893 until paid, and whereas it is contemplated that said H. Smith may make me advances during the years above mentioned for the purpose of cultivating and improving said land: Now therefore in consideration of the premises and for the purpose of securing the payment of said notes as they shall severally fall due and all advances that may be made me by said H. Smith. I the said Saml B. Harris Jr do hereby convey and warrant to W. C. Joyner the following described land in Madison County Mississippi, to wit: N 1/2 N 1/2 Sec 19 T 10 R 4 E and 14 acres off E. side E 1/2 S 1/2 of E 1/4 and corners in S. E. corner of E 1/4 Sec 24 T 10 R 3 E together with all the rents and profits and issues of the same for and during the years above mentioned and until all of said notes are paid. To have and to hold the same to him the said W. C. Joyner his successors and assigns upon the trusts herein expressed. If any one of said notes shall not be paid when due or if the interest on said notes shall not be paid annually then all of said notes then unpaid shall at once at the option of the owner of same become due at once and payable and it shall become the duty of said W. C. Joyner or his successor upon request of the legal holders of said notes to sell said land at public outcry to the highest bidder for cash and to execute to the purchaser thereof proper deeds of conveyance. Out of the proceeds of such sale said Trustee shall pay the costs and expenses of executing the provisions of this deed and shall pay such of the indebtedness herein provided for as may be unpaid and the residue if any due pay to me. Such sale shall be made at the South-door of the Court House at Leaton Miss and shall be advertised by written notices posted at the Court House in Leaton on the South door thereof for 10 days prior to day of sale. It is agreed and understood that the rents issues and profits of said land for each year shall be applied first to the payment of any advances made during said year and taxes on said land and to any balance that may be unpaid upon advances and taxes of any previous year and the residue shall be applied as a credit upon said notes.

Said H. Smith or whoever may become the legal holder of said notes may in writing appoint some other person to act in place of said W. C. Joyner as Trustee and such person so appointed shall become vested with all the powers herein conferred upon said W. C. Joyner. Witness my hand this 2<sup>nd</sup> day of Jan 1893

S. B. Harris Jr = Over

State of Mississippi  
Madison County

Personally appeared before the undersigned M. Allen Clerk of the Circuit Court of the said County the within named Sam B. Harris Jr. who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed

Given under my hand and official seal at office this 28<sup>th</sup> day of October 1893

seal

M. Allen Clerk

blks bps-12-

V. L. Kemp  
To & Warranty Deed  
G. R. Kemp

Filed for Record Nov 21<sup>st</sup> A. D. 1893  
at 9 o'clock A. M. & Recorded Nov 21<sup>st</sup> 1893  
James Priestly clk.

In consideration of the love & affection that I have for my husband Greenbury Redgely Kemp & one dollar cash in hand paid me by him the receipt of which is hereby acknowledged I V. L. Kemp do hereby convey & warrant unto the said Greenbury Redgely Kemp all of the real personal & mixed property that I now own & possess situated in Canton Madison County Miss. & in Madison County Mississippi I intend to convey & warrant unto him all of my property as aforesaid the same as if specially or particularly described herein & the said Greenbury Redgely Kemp signs this conveyance because of my home stead witness my hand & seal this 10<sup>th</sup> day of April A. D. 1893.

Mrs V. L. Kemp seal  
G. R. Kemp seal

State of Mississippi  
Madison County

Personally appeared before me E. C. Postell an acting Justice of the Peace in & for said County & State V. L. Kemp wife of Greenbury Redgely Kemp and Greenbury Redgely Kemp who acknowledge that they & each of them signed sealed & delivered the foregoing instrument of writing as their act & deed for the purposes therein expressed on the day & year therein named

Witness my hand & seal this 10<sup>th</sup> day of April A. D. 1893

seal

E. C. Postell Justice Peace & Notary Public

H. O. Baldwin, Filed for Record Nov 21<sup>st</sup> A. D. 1893  
 To 3 Deed } at 9 O'clock A. M. & Recorded Nov 21<sup>st</sup> 1893  
 V. L. Kemp } James Postell clk

In consideration of Three hundred dollars  
 I hereby convey, quitclaim and release to Virginia L.  
 Kemp the following described land situated in the  
 County of Madison and State of Mississippi, to wit:  
 The West half (W 1/2) of North East quarter (N E 1/4) Section  
 Eight (8) Township Eleven (11) Range Three (3) East, and  
 the West half (W 1/2) of South West quarter (S W 1/4) Section  
 Seventeen (17) Township Eleven (11) Range Three (3) East  
 Witness my signature this 6<sup>th</sup> day of Dec A. D. 1892  
 W. O. Baldwin

State of Mississippi  
 Madison County } Personally appeared before the under-  
 signed E. C. Postell a Justice of the Peace of the said County  
 the within named H. O. Baldwin, who acknowledged  
 that he signed and delivered the foregoing deed  
 on the day and year therein mentioned as his actual  
 Deed given under my hand this the 6<sup>th</sup> day of Dec 1892  
 E. C. Postell J. P.

State of Mississippi  
 Madison County } I am Allen clerk of the circuit court  
 in and for said County hereby certify that E. C. Postell  
 is a duly qualified and Commissioned Justice of the Peace  
 of said County of Madison State of Mississippi  
 and as such is authorized to take acknowledgments  
 of Deeds. Given under my hand and seal this 14<sup>th</sup>  
 day of Feb'y A. D. 1893 W. Allen Circuit Clerk

L. L. & W. G. Kearney } Filed for Record Nov 21<sup>st</sup> A. D. 1893 at  
 To 3 Quitclaim Deed summing that } 2 O'clock P. M. & Recorded Nov 21<sup>st</sup> 1893  
 W. S. Kearney } James Postell clk

Whereas on the 18<sup>th</sup> day of July 1887  
 Aurilla S. Kearney conveyed to us at Index by Deed  
 recorded in the Chancery Clerk's Office of Madison County  
 Mississippi in Deed Book "U U" page 342 certain property  
 herein after described in trust as a burial place for the  
 Community near Vernon in said County & State, and  
 whereas the said deed does not properly describe  
 the property known at that time as the Vernon

grave yard and whereas we for this reason desire to sur-  
 render the trust we for and in consideration of the reasons  
 above given do hereby surrender the trust and do hereby  
 convey unto Annetta S. Kearney all of that portion of  
 S<sup>1</sup>/<sub>2</sub> of 20<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>4</sub> and S<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> sec. 33. T. 9. R. 1. W.  
 known as the Vernon graveyard and containing one  
 & one half acres more or less all in the County of Mad-  
 ison State of Mississippi, also the right of way con-  
 veyed to us at the same time to said graveyard  
 from the Vernon & Clinton Road.

Witness our hands this the 15<sup>th</sup> day of Nov 1893

L. L. Kearney } Trustee  
 W. G. Kearney }

State of Mississippi  
 Madison County

Personally appeared before me R. L.  
 Elkins J. P. L. L. Kearney & W. G. Kearney Trustee, who  
 acknowledged that they signed and delivered the fore-  
 going deed as their act and deed on the day & year  
 therein named. Given under my hand & seal this  
 the 15<sup>th</sup> day of Nov 1893 R. L. Elkins J. P.

H. S. Kearney } Filed for Record November 21<sup>st</sup> A.D.  
 Trustee of the Methodist } 1893 at 2 o'clock P. M. & recorded Nov  
 Church at Flora } 21<sup>st</sup> 1893

James Priestley Clerk

For and in consideration of the  
 love & fear for the memory of the dead at the Vernon  
 graveyard and wishing to secure a permanent  
 burial place for the community. I do hereby convey  
 unto the Trustees of the Methodist Episcopal Church  
 South at Flora Madison County Mississippi that  
 certain lot or parcel of land lying & being in the  
 County of Madison State of Mississippi & known  
 as the Vernon graveyard and more particularly  
 described as follows "To wit"

Beginning on the North boundary line of the E<sup>1</sup>/<sub>2</sub>  
 of SW<sup>1</sup>/<sub>4</sub> of section 33. T. 9. R. 1. W. in said County  
 1625 Chalks west of the center of said section at  
 a point marked by a rock planted in the ground  
 from whence bears a Red Oak S. 35° 30' W. 65 2/3  
 and a cedar S. 62' 33' E. 20 2/3. Thence South

4.00 chains to S.E. Corner whence bears a Red Oak S 74' E 26 Lks & a Black Jack N 36' E 41 Lks; Thence West 3.40 chains to S.W. Corner, whence bears 2 Black Jack, N 43, E 25- Lks & S. 25- E. 17 Lks Thence North 4.00 chains to N.W. corner whence bears a Red Oak S 92' W 72 Lks & Thence East 3.40 chains to the point of beginning and at each corner there is planted a rock about a foot square. Said lot - is estimated to be about 1.44 acres The Bearing Trees are all marked with a cross & two chops thus  $\times$

In testimony whereof I here with set my hand this the 21<sup>st</sup> day of Nov. 1893 H. S. Kearney

State of Mississippi }  
 Madison County } Personally appeared before me  
 Aurilla S. Kearney, who acknowledged that she signed  
 and delivered the foregoing deed as her act & deed  
 on the day and year therein named  
 witness my hand this the 21<sup>st</sup> day Nov 1893  
 Jas. Poistley Chy Clerk

O A Luckett Sr } Filed for Record Nov 22<sup>nd</sup> 1893 at 10 o'clock AM  
 To } deed } Recorded Nov 22<sup>nd</sup> 1893  
 Geo O. Luckett }  
 Incumbent of First Parish  
 into executed and delivered to me by George O. Luckett due the first  
 day of November 1888-1889-1890-1891-1892 and payable to myself or order  
 for Three Hundred and Twenty five Dollars each I carry and warrant  
 to the said George O. Luckett that land lying north of the Leaton and  
 Kosciusko dirt road in Madison County Miss described as follows: The  
 S E 1/4 and S E 1/4 of N W 1/4 of sec 11: The N 1/2 of S W 1/4 sec 12: The N 1/2  
 of N W 1/4 sec 13: The N 1/2 N E 1/4 and S 1/2 E 1/2 of E 1/2 and E 1/2 of N W 1/4  
 sec 14 all in Township 10 Range 4 East containing by estimation  
 Four Hundred and Six 20/100 Acres be the same one or less.  
 Witness my signature this 20<sup>th</sup> day of March 1888  
 O. A. Luckett Sr

State of Mississippi }  
 Madison County } 55  
 Personally appeared before me Ab Allen  
 Clerk of the Circuit Court of said County O A Luckett  
 who acknowledged that he signed and delivered the  
 above deed on the day and year therein mentioned  
 Given under my hand and official seal this 20<sup>th</sup> day March 1888  
 M. J. Allen Clerk

This deed has been recorded on account  
 of improper description of land in  
 Book 211 page 62; For value  
 see previous diary entries  
 O. A. Luckett Sr

Certificate of Record  
State of Mississippi  
Madison County

I, Henry V. Gaudell Clerk of the Chancery Court of said County certify that the within and foregoing Deed was filed for Record in my office on the 20th day of March 1888 at 3:55 o'clock P.M. and that the same has been truly recorded by me in U. S. Deed Book page 621.

Witness my hand and official seal  
the 21st day of March 1888  
H. V. Gaudell Clerk

Jared & Susan Montgomery  
To R Warranty Deed  
William Mosal

Filed for Record Nov 28 93 at 8 o'clock  
Recorded Nov 28 1893

William Mosal  
The Jared Montgomery and Susan Montgomery wife of said Jared in consideration of our indebtedness to Wm Mosal amounting to about six hundred and forty six 77/100 Dollars do hereby convey and warrant to said Wm Mosal the following described land in Madison County Miss to wit: Twelve acres of land out of S. E. corner of N. W. 1/4 Sec 29 Township 9 R 2 E and E 1/2 N E 1/4 less 10 acres out N E corner sec 30 T 9 R 2 E being 82 acres more or less. To have and to hold the same to him the said William Mosal his heirs and assigns forever

Witness our hands this 27th day of Nov 1893

Witness J. B. Pratt

Jared Montgomery  
Susan Montgomery

State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named Jared and Susan Montgomery who acknowledges that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed

Given under my hand and official seal  
at office this 27th day of November 1893

Jas. Priddy Clerk  
Wm J. M. Priddy

Witness of

Satisfied  
Mosal

John Whelan } Filed for Record Nov 28<sup>th</sup> 1893 at 3 o'clock PM  
 To & Deed } Recorded Nov 28<sup>th</sup> 1893  
 Alfred H. Gravis }

This Deed of Conveyance made this twenty eighth day of November A.D. 1893 between John Whelan of the first part and Alfred H. Gravis of the second part, Mississippi; That said John Whelan in consideration of the sum of Three Thousand Dollars to him in hand paid by the said Alfred H. Gravis on the delivery of this deed, doth bargain sell alien and convey and also warrant to the said Alfred H. Gravis the following tract or parcel of land situated near Canton in the County of Madison and State of Mississippi to wit - The East Half of North East Quarter and the  $\frac{1}{2}$  of  $\frac{1}{4}$  of section 18 T9N R3E also 40 acres described as follows, beginning at a stake at the N.W. corner of the said  $\frac{1}{2}$  of  $\frac{1}{4}$  of said section 18 thence  $82\frac{1}{2}^{\circ}$  N 52 poles to the road leading from Boles Ferry to Canton thence with said road  $11^{\circ}$  E 49 poles to a stake. Thence North  $82\frac{1}{2}^{\circ}$  E 80 poles, thence  $11^{\circ}$  E 120 poles to a stake at the N.W. corner of  $\frac{1}{2}$  of  $\frac{1}{4}$  of said section 18, thence South with the line of said  $\frac{1}{2}$  of  $\frac{1}{4}$  sec 18 to the North line of said  $\frac{1}{2}$  of  $\frac{1}{4}$  of section 18 thence directly to the beginning. To have and to hold the same to the said Alfred H. Gravis his heirs and assigns forever.

Witness the signature of the said party of the first part the day and year before herein written, the words "thence directly to the beginning" being first interlined

John Whelan

The State of Mississippi }  
 Madison County }

Pursuantly appeared John Whelan this day before me James Pruetty Clerk of Chancery Court of said County and acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned. Witness my signature and the seal of said Court at Canton in said County this 28<sup>th</sup> day of November A.D. 1893  
 James Pruetty Clerk

Lafayette F Montgomery } Filed for Record November 29<sup>th</sup> A.D.  
 To & Deed Trust } 1893 at 12 o'clock M and Recorded  
 Charles C Carrier Trustee } November 29<sup>th</sup> 1893 Jas Prouty clk  
 Caldwell & Judah }

This indenture made by and between  
 Lafayette F Montgomery unmarried party of the first part;  
 Charles C Carrier of the city of Memphis, in the state  
 of Tennessee, party of the second part, as trustee and  
 Caldwell & Judah of the city of Memphis, state of  
 Tennessee party of the third part, witnesses: That the  
 said party of the first part in consideration of the sum  
 of money herein after mentioned, loaned by the party of  
 the third part to the party of the first part. The re-  
 ceipt whereof is hereby acknowledged and the fur-  
 ther consideration of one dollar paid by the party  
 of the second part to the party of the first part. Does  
 hereby grant, bargain and sell, confirm and convey  
 unto the said party of the second part and his suc-  
 cessors the following real estate situated in the County  
 of Madison in the State of Mississippi, to wit:  
 The North West quarter and all of East half of Sec-  
 tion six (6). Also a portion of the South West quarter  
 and West half of North West quarter of Section Five (5)  
 that lies West of a line drawn from a point forty (40)  
 rods due West of the South East Corner of South  
 West quarter of said Section to a point forty (40)  
 rods due East of the North West Corner of North West  
 quarter of said Section. Said tract containing one  
 hundred and sixty (160) acres and being all of West  
 half of South West quarter and nearly all of West half  
 of North West quarter and a small portion of East  
 half of South West quarter of said Section Five (5).  
 All in Township Seven (7), North Range Two (2) East  
 containing in all six hundred and forty (640) acres  
 more or less, together with Tenements, hereditaments  
 and appurtenances thereto belonging, and the rents  
 and profits thereof, and Machinery now or hereafter  
 put upon said premises for the conduct thereof,  
 whether attached or detached, To have and to hold  
 the above granted premises, appurtenances, improve-  
 ments and Machinery, and rents and profits, unto  
 the said party of the second part, his successors

Certified by Owner Attorney recorded  
 in Vol A Book page 720  
 Jan 20<sup>th</sup> 1899  
 Caldwell Clerk



and assigns forever And the party of the first part does hereby covenant with the said party of the second part, his successors and assigns, that he do lawfully seised in fee of the afore granted lands and premises; that the same are free from all encumbrance, and they will warrant and forever defend the title to the same unto the said party of the second part, his successors, or assigns against the lawful claims and demands of all persons.

And the party of the first part hereby expressly release, relinquish and convey to said Trustee his successors and assigns all rights of dower or homestead in said premises.

This indenture is intended as a deed of Trust for the following purposes to wit: whereas the said Lafayette J. Montgomery is indebted to the said party of the third part in the sum of seven hundred (\$700.00) dollars, which indebtedness is for money loaned, and with interest thereon, is evidenced by the following described promissory notes, bearing even date here with executed by them to wit:

- one for one hundred and Forty Dollars (\$140.00) due December first 1894
- one for one hundred and Forty Dollars (\$140.00), due December " 1895
- one for one hundred and Forty Dollars (\$140.00), due December " 1896
- one for one hundred and Forty Dollars (\$140.00), due December " 1897
- one for one hundred and Forty Dollars (\$140.00) due December " 1898
- one for Seventy Dollars (\$70.00), due December 15<sup>th</sup> 1894
- one for Fifty six Dollars (\$56.00), due December " 1895
- one for Forty Two Dollars (\$42.00), due December " 1896
- one for Twenty Eight Dollars (\$28.00), due December " 1897
- one for Fourteen Dollars (\$14.00), due December " 1898

Said notes represent installments of said principal and the annual interest due thereon, at the rate of ten per cent, and are payable in gold coin of the United States to the party of the third part, at The Office of Caldwell & Judah in the city of Memphis Tenn with interest at ten per cent per annum after maturity, and contain a waiver of exemptions, and are all with their accreting interest, intended to be secured by this conveyance.

And if by reason or Error or delay of any sort, the said note or notes shall include more than ten per cent interest on the sum loaned, from date of Payment thereof by the third party, then it is agreed that said note or notes shall be credited with the excess, so as to conform

To the actual intention and agreement of the parties that no more than ten cent interest shall be paid or received now, if the said party of the first part shall well and truly pay, or cause to be paid, each and all of said notes as they respectively fall due, and shall perform all other acts and obligations as here in provided. Then this conveyance shall become null and void. But should they fail to pay any of said notes at maturity, or fail to pay taxes before delinquency, or for insurance premiums when due, or to keep and perform any other act, obligation or covenant hereof, then the whole of the principal unpaid, whether due on the face of the notes or not, together with all accrued interest on said principal, shall at once become due and collectable, at the option of the legal holder of any unpaid note, acting in person or by agent, and not <sup>exercise of such</sup> notice of the option shall be necessary; and in any such case said Trustee or his successors may, when requested by the legal holder of any such unpaid note or notes, or his agents, take possession of the real estate and personally hereby conveyed, and the rents there of for the current year, and either with or without entry, sell the same at public auction for cash, as a whole in one lot; or he may sell in such parcels as he sees fit without question of his power so to sell. Said sale shall be made at the front door of the Court house, in the County where any of said lands are situated, or on any of said lands, or at the principal door of the Court house of Hinds County, in Jackson, Miss., as may be specified in the notice of such sale, and after notice of the time, place and terms of sale, by at least three weekly publications thereof in any daily or weekly newspaper then published in the County where any of said lands are situated; and if no newspaper is then published in such County then such publication may be made in any newspaper published at Jackson Miss. And the said Trustee or his successors, with or without re-advertising is hereby authorized to postpone or adjourn said sale from time to time, or for any length of time, at his discretion; or to dismiss or not to make said sale, and the authority and powers given here under shall not be discharged by their exercise in case of any default or violation, but may again be exercised as often as any default or violation may exist; and for any sale here under the

acting trustee is authorized to appoint, in writing, an agent and auctioneer to make such sale for him, in his absence as fully and validity as if the trustee were present himself conducting the sale. And at any sale hereunder a cash deposit may be required as a condition to the acceptance of any bid.

It is further expressly provided, that the recitals in the trustee conveyance to the purchaser shall be full evidence of all matters therein stated, and no other proof shall be requisite of request to the trustee to enforce this trust, or of the proper and due appointment of any substitute trustee who may act; or of the advertisement, or sale, or any particulars thereof, and all prerequisites to said sale shall be presumed to have been performed, and at such sale any of the parties hereinto may become purchasers. And out of the proceeds of such sale said party of the second part shall pay all the expenses of executing this trust including ten per cent commission for his individual services, and ten per cent attorneys fee, and the full amount of the debt due and owing to the party of the third part, both principal and interest, and all sums, if any, which shall have been paid by said party of the third part, its successors or assigns, for taxes, repairs, insurance and other charges, which would be a lien upon the said real estate, in such order as he may determine; and the remainder, if any shall be paid over to the said parties of the first part or their assigns, upon reasonable request. If any other legal or equitable remedy is resorted to by the party of the third part, or their assigns, upon reasonable request for the collection of the debt herein mentioned, then, and in such event, the said parties of the first part hereby covenant and agree to pay, as attorneys fees ten per cent on the amount then due, which shall be a part of the debt hereby secured.

The parties of the first part, solely for the purpose of giving satisfactory security for said loan of money, hereby request and instruct the party of the second part and his successors to take out, through some agency to be selected by him, and keep in force, such policies of fire insurance as shall in his judgement seem necessary, not in excess of \$5000 upon the dwellings

\$ 500<sup>00</sup> upon the gin house and machinery situated upon  
 the premises hereby conveyed during the existence of this  
 debt; loss, if any, under which policies shall be payable to  
 the party of the third part, or assignee, and the party of the first  
 part hereby agrees to promptly pay the premiums for all of  
 such insurance. The Trustee, Beneficiaries, or their agents  
 shall not be in any wise liable to the party of the first  
 part for any failure to take out or keep up such in-  
 surance, but shall apply the proceeds of any loss which  
 may come into their hands under such policies up-  
 on the principal and interest, and other items of ex-  
 isting or possible indebtedness, named herein in such  
 order as may be directed by the party of the third part  
 or assignee, unless the then holder of said debt sees  
 fit to allow its payment to the party of the first part.  
 They further covenant to pay, before delinquency, all  
 taxes and assessments that may be laid within  
 the State of Mississippi upon said lands, or upon  
 the interest of either the second or third party there-  
 in, or upon the notes or debt secured hereby while  
 held by a non-resident of the State of Mississippi.  
 But in case any such taxes are laid on the  
 interest of either the second or third parties in said  
 premises, or on the notes or debt secured hereby, the  
 party of the first part shall not be bound therefor if  
 such obligations may not legally be made under  
 the laws of Mississippi for the payment by party of the  
 first part of such taxes in full, so as to ex-  
 onerate the other parties therefrom; yet, if such obli-  
 gation may not be legally made for the payment by  
 party of the first part of the entire amount of such  
 taxes, but may be legally made for any part thereof,  
 the party of first part shall be bound to pay the same  
 to the extent that it shall be legally to do so.  
 The intent of the parties is to bind party of first  
 part in this regard only so far as the same  
 can be legally and validly done. Should this deed  
 of Trust, or the debt thereby secured, or the interest of  
 the second or third parties in the land, be taxed  
 under any laws of the State of Mississippi, now or  
 hereafter passed, then and in that event all of the  
 principal debt hereby secured, and accrued interest

and any unpaid advances, shall immediately become due and payable at the option of the holder of any note hereby secured. And in the event that they should fail to pay such insurance premiums as aforesaid, or to pay said taxes as above stipulated, then said party of the third part its successors or assigns, may pay said taxes and insurance premiums, and the amounts so paid, for any and all of said purposes, shall thereupon become a part of the said indebtedness hereby secured, and shall be governed by the provisions of this Deed of Trust, and shall bear interest from the date of payment at the rate of Ten per cent per Annum. And the said parties of the first part hereby covenant to allow no waste to be committed, and to keep all the improvements upon said real estate in a good repair as they now are, reasonable wear and tear and the casualties of fire and tempest and over flow excepted.

The sole consideration of this deed of trust being the above mentioned principal sum, loaned by the party of the third part to the party of the first part, represented by the notes herein described: Now, in consideration of the premises and to further secure the prompt payment of all sums hereby secured, the parties of the first part do hereby waive all rights of Appraisal, sale and redemption in present or after acquired property.

In case of the refusal, neglect or incompetency to act of said Trustee, or his absence from the state or his decease, then said party of the third part, or any holder of said note or notes, or the legal representatives or agents of either, may at any time they may desire appoint a trustee in the place of the said party of the second part or any succeeding trustee, whose acts done in the premises shall be of the same validity as if done by the trustee herein before named. It is made an Express Condition of this Deed of Trust that it shall not be released of record by anyone but the person who actually holds and owns the notes hereby secured at the time such release is granted.

And it is Expressly agreed and made part of this instrument, that the payment may be made of any proceeds of such insurance to party of the first part, or his assigns, or an extension or extensions may be made of the time of payment of any part or parts of the notes.

hereby secured, and any part of said estate may be released herefrom by party of the third part or assigns, without in any wise altering, varying or diminishing the force, effect or lien of this instrument, and that this instrument shall continue as the first lien on all said land not so released until all sums, with interest and charges hereby secured are fully paid, not with standing any such insurance payment, release, extension or extensions

It is further made a condition of this Deed of Trust that as between the trustee and the holder of the notes no trustee's fees herein mentioned, shall be paid until the whole same due the holder of the notes hereby secured shall have been fully paid

This Deed of Trust and the notes thereby secured shall be construed and enforced according to the laws of the State of Mississippi, where the money is borrowed and used

This Trust Deed and the notes thereby secured are made in renewal of and extension of a debt between the same parties secured by Trust Deed recorded in Book 33 page 22 of the records of said County

In witness whereof, The said Lafayette F. Montgomery has hereunto set his hand and seal this 29<sup>th</sup> day of November 1893. *[Signature]* Lafayette F. Montgomery

*[Signatures]* J. M. Grafton + Joe Whitinger }  
State of Mississippi }  
Madison County }

This day personally appeared before me, the undersigned a duly commissioned qualified and acting Chancery Clerk within and for said County and State, the within named Lafayette F. Montgomery, unmarried, to me personally known to be the grantors in the foregoing Deed of Trust, and acknowledged that they signed, executed and delivered the foregoing instrument on the day and year therein mentioned, as their voluntary act and deed Given under my hand and seal this 29<sup>th</sup> day of November 1893

*[Signature]* James Poirethy Chancery Clerk

Witness  
J. M. Grafton }  
Joe Whitinger }

Martha Goodloe → Filed for Record Dec 5<sup>th</sup> 1893 at 2 o'clock  
 To & Deed → Recorded Dec 5<sup>th</sup> 1893  
 Julia Bennett ← This deed of conveyance made and entered into this the 4<sup>th</sup> of May A. D. 1891 by and between Martha Goodloe party of the first part and Julia Bennett party of the second part witnesses: That for and in consideration of love and affection they party of the first part hereby conveyed and confirmed unto the party of the second part all of her interest in and to the following real estate lying and being in Madison County Mississippi to wit: The W<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec-28 E<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec-29 and W<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> Sec-29. All in Township 8 Range 1 East. But the party of the first part expressly reserves to her self the possession use & enjoyment of said interest hereby conveyed for and during the term of her natural life, the deed to be final with the exception of this reservation of the use and possession for life  
 Witness my hand and seal this - day of May A. D. 1891  
 Martha Goodloe (seal)

State of Mississippi  
 County of Madison  
 Personally appeared before me the undersigned a justice of the Peace in and for said county and state Martha Goodloe who acknowledged that she signed sealed and delivered the foregoing deed on the day and year mentioned as her voluntary act and deed. Witness my signature this the 11<sup>th</sup> day of June A. D. 1891  
 J. B. Dewee J. P.

R. L. & Annie Smith → Filed for Record Dec. 7<sup>th</sup> A. D. 1893  
 To & Deeds → at 8 o'clock A. M. & Recorded Dec. 7<sup>th</sup> 1893  
 Shrock Bros. → James Poistley Clerk  
 "State of Mississippi Madison County"  
 In consideration of seven hundred Dollars the hereby grant bargain sell & convey to Shrock Bros. the following described Land and property The West half of South West quarter and West half of East half of South West quarter of Section Five Township Eleven Range Four East, situated in Madison County Miss. Containing

120 acres more or less

Witness our signatures the 2<sup>nd</sup> day of December 1893

Witnesses

J. R. Sherrard  
R. L. Little

R. L. Smith  
Annie Smith

The State of Mississippi } Personally appeared before me  
Madison County } W. T. Linn J. P. in and for said  
County and State } J. R. Sherrard, one of the subscribing wit-  
nesses to the foregoing Deed who, being first duly sworn  
deposes and saith, that he saw the within named R. L.  
Smith & Annie Smith whose name subscribed thereto  
sign, seal and deliver the same to said Shrock & Bros  
that he, this deponent, subscribed his name as a witness  
thereto, in the presence of the said R. L. Smith & Annie  
Smith and that he saw the other subscribing witness R.  
L. Little sign the same in the presence of the said R. L. Smith  
& Annie Smith and that the witnesses signed in the presence  
of each other, on the day and year named  
Given under my hand and seal of office, this 2<sup>nd</sup> day of  
December A. D. 1893. W. T. Linn J. P.

De W. A. Chuk } Filed for Record Dec 7<sup>th</sup> 1893 at 3:00 PM  
Do } Deed } Recorded Dec 7<sup>th</sup> 1893  
William Williams }

Know all men  
by these presents - That for and in consideration of my  
recognition of merit in my friend and body servant  
William Williams I have given granted and bestowed  
and do by these presents give grant and bestow unto  
the said William Williams and his assigns in fee  
simple forever the following described lands lying and  
being in the County of Madison and State of Mississippi  
and more particularly described as follows - viz: Lot  
2 N B L. less fifteen acres off at E. Corner and less Forty  
acres off South End (containing ninety acres) Section 29  
T 10 R 5 East - In testimony of which I have hereunto set  
my hand and affixed my seal this 2<sup>nd</sup> day of Dec 1893

Wm A Chuk (Seal)

State of Mississippi } Before me the undersigned Justice of the Peace  
Madison County } of said County this day personally appeared W. A.  
Chuk who acknowledged that he signed the above deed of  
conveyance as his act and deed

Witness my hand and seal this Dec 2<sup>nd</sup> 1893  
J. C. Pritchard J. P.



F. B. Pratt Trustee } Filed for Record Dec 9<sup>th</sup> at 4:00 PM  
 To 7 Dec } Recorded Dec 11<sup>th</sup> 1893  
 Jas H. Burrage } Whereas H. S. Leggett on the 3<sup>rd</sup> day of October 1890 executed a deed in trust to W. W. Warren Trustee to secure the payment of two promissory notes in said trust deed mentioned by which said trust deed said Leggett conveyed to said Trustee the NE 1/4 Sec 33 T 9 R 2 E in Madison County Miss less 6 acres off North End of same and whereas the notes mentioned in said trust deed are owned and held by John G. Milburn and John Mohr and are wholly due and unpaid and whereas by the provisions of said trust deed the trustees of said notes are authorized to appoint some other person as Trustee in place of said W. W. Warren and whereas said John Milburn and John Mohr did in writing on Dec 1<sup>st</sup> appoint the undersigned F. B. Pratt trustee under the provisions of said trust deed which said written appointment is attached hereto as an exhibit to this deed and made a part hereof and whereas I said F. B. Pratt did on the 2<sup>nd</sup> day of December 1893 post a written notice at the South door of the Court House at Canton Miss that I would as substituted trustee sell said land at public auction to the highest bidder for cash on Dec 7<sup>th</sup> 1893 which said written notice is attached hereto as an exhibit to this deed and made a part hereof: and whereas I did on said 7<sup>th</sup> day of December 1893 sell said land at public outcry to the highest bidder at the said South Court House door at which said sale Jas H. Burrage became the highest bidder at the sum of Seven Hundred and Eighty Dollars and the same was struck off to him. Now therefore in consideration of the promise and of the payment to me of said sum of Seven Hundred and Eighty Dollars as follows - one promissory note for the sum of Seven Hundred Dollars payable to the order of said John G. Milburn and one note for the sum of Eighty Dollars payable to the order of said John Mohr and three hundred dollars in cash said notes being of even date herewith I the said F. B. do hereby sell and convey to said James H. Burrage the land herein before described. To have & to hold the same to him the said James H. Burrage his heirs & assigns for ever. Witness my hand this 7<sup>th</sup> day of December 1893  
 State of Mississippi }  
 Madison County } Personally appeared before me the undersigned  
 F. B. Pratt

Chancery Clerk. James Pringle of the said County the within named F. B. Pratt who acknowledged that he signed, read and delivered the foregoing Deed, on the day and year therein mentioned as his act and deed.

Given under my hand and official seal, at office, this 9<sup>th</sup> day of Dec A. D. 1893.

James Pringle  
J. M. Grafton

Canton Miss. Dec 1<sup>st</sup> 1893

The John Wilkerson & John W. W. W. holders & owners of the promissory note mentioned in a deed in trust executed by H. S. Leggett Oct-3<sup>rd</sup> 1890 & recorded in Chancery Clerk's Office Book 77 page 87. hereby appoint F. B. Pratt trustee to execute the provisions of said trust deed by sale of the property conveyed therein for all of the debt secured by said trust deed is past due & unpaid.

John W. W.  
J. F. Wilkerson

I accept the above appointment F. B. Pratt  
Personally appeared before me E. C. Postell a Justice of the Peace in & for Madison County Miss. John W. W. & F. B. Pratt who acknowledged that they signed & executed the foregoing upon the day & year for the purposes therein mentioned. Witness my hand this 1<sup>st</sup> day of Dec 1893

E. C. Postell J. P.

above is an Exhibit mentioned in foregoing deed attached hereto

F. B. Pratt

### Trustee's Sale

By virtue of the provisions of a deed in trust executed by H. S. Leggett Oct-3<sup>rd</sup> 1890 & recorded in the Chancery Clerk's Office of Madison Co. Book 77 p. 87 I will on Thursday Dec 7<sup>th</sup> sell at public outcry to the highest bidder for cash at the south door of the Court house at Canton between the hours of 12 & 1 o'clock the following described land in said County to wit. The N E 1/4 S. 33. T. 9. R. 2. E less 6 acres off north side of same

Canton Miss.  
Dec 2<sup>nd</sup> 1893

F. B. Pratt substituted  
Trustee

Canton Miss. Dec 7<sup>th</sup> 1893

I F. B. Pratt hereby certify that the above notice was posted by me at the South door

of the Court House at Canton Miss. on Dec 2<sup>nd</sup> 1873 & re-  
 mained so posted until 12 o'clock Dec 7<sup>th</sup> 1873 when  
 said notice was taken down & the land mentioned in the  
 deed in trust referred to in said notice was sold by me  
 to James H. Burroughs F. B. Pratt

James H. Burroughs.  
 To & Deed in Trust  
 F. B. Pratt. Trustee to  
 secure John Wilkinson & John Hohner

Filed for Record Dec 9<sup>th</sup> A. D  
 1873 at 4 o'clock P. M &  
 Recorded December 7<sup>th</sup> 1873  
 James Priestley att

Whereas, I James H. Burroughs am  
 indebted to John F. Wilkinson & John Hohner in the sum  
 of Four hundred & Eighty Dollars evidenced by my two  
 promissory notes of even date herewith due & payable one year  
 from date with interest at 10 per cent per annum one  
 of said notes for \$400<sup>00</sup> payable to the order of John F. Wilkin-  
 son & one for \$80<sup>00</sup> payable to the order of John Hohner  
 Now, therefore, in consideration of the premises and for the  
 purpose of securing the payment of said debts, I, the  
 said James H. Burroughs hereby convey and warrant to  
 F. B. Pratt, Trustee, the following described property in  
 Madison County, Mississippi, to wit, The N 6 1/4 Section  
 Thirty Three (33) Township Nine (9) Range Two (2) East  
 less 6 acres off north end of same, The debt secured  
 by this deed being for the purchase money of said land  
 To have and to hold to him the said F. B. Pratt, his success-  
 ors and assigns, upon the trusts herein expressed If the  
 debts herein provided for shall not be paid when due said  
 Trustee or his successor shall upon request of Hohner or Wil-  
 kinson or their assigns, shall sell all the property herein  
 conveyed to the highest bidder for cash, at public auction  
 and execute to the purchaser thereof proper deeds of conveyance  
 out of the proceeds of such sale, said Trustee shall pay the  
 expenses of executing the provisions of this deed, including  
 5 per cent of the said proceeds to said Trustee for his services,  
 and shall pay such of the debts herein secured, as  
 may then be unpaid, with all interest due thereon  
 and the residue, if any, pay to the grantor; here in  
 said sale shall be advertised by written notices <sup>through</sup> posted at  
 the south door of the Court House, at Canton in said  
 County for 10 days prior to day of sale  
 such sale shall be made at said Court House door

The note of \$400<sup>00</sup> mentioned in this deed  
 has been this day Nov 15-1894 renewed by a new note  
 of even date herewith for \$400<sup>00</sup> payable to the order of  
 Jno F. Wilkinson on the 7<sup>th</sup> day of Dec. 1900.  
 James H. Burroughs  
 John F. Wilkinson  
 John Hohner  
 F. B. Pratt  
 1899 at Canton Miss  
 12/14/95  
 J. Hohner

This deed when being  
 recorded was 7 of 1900.  
 M. B. Pratt  
 was printed to Mrs. Caldwell  
 work by J. H. Pratt  
 at the Court House  
 at Canton Miss 1899  
 by M. B. Pratt

The grantors herein hereby covenant with the said F. B. Pratt that he will keep the taxes upon said property paid; and upon failure of said grantors to so pay said taxes, the said Wilkinson or Wobner or their assigns pay said taxes, and the amount so paid by said Wobner or Wilkinson or his assigns for taxes shall be added to the debt above mentioned, and payment of same shall be secured by this deed.

If any of the notes above mentioned shall not be paid when due, or if the grantors herein shall fail to perform any of the covenants herein, then and in either of said events, all the debts secured by this deed shall at the option of the said Wilkinson or Wobner or their assigns, become at once due and payable and payment thereof enforced by said Trustee in the manner herein provided.

Said Wilkinson or Wobner or their assigns may in writing appoint some other person to act as trustee in place of said F. B. Pratt, whenever they may deem it necessary or expedient so to do, and such appointee shall become vested with all the powers herein conferred upon said F. B. Pratt.

Witness my hand this 7<sup>th</sup> day of Dec 1893

Jas. H. Burrage

State of Mississippi,

Madison County, } Personally appeared before the undersigned Chancery Clerk of the said County the within named J. H. Burrage, who acknowledged that he signed, sealed and delivered the foregoing deed, on the day and year therein mentioned as his act and deed. Given under my hand and official seal, at office this 9<sup>th</sup> day of Dec A. D. 1893.

Jas. Priestley Clerk  
J. M. Grafton D. C.

Jas. Lutze & F. B. Pratt  
Lo. of Deed,  
W. E. Lewis

Filed for Record Dec. 12<sup>th</sup> A. D.  
1893 at 9 o'clock A. M. & Recorded Dec. 1893  
James Priestley Clerk

In consideration of three hundred & sixty dollars to be paid by W. E. Lewis as follows, one hundred & thirty dollars on the 11<sup>th</sup> day of Dec. 1894 and one hundred & twenty dollars on the 11<sup>th</sup> day of Dec. 1895, and one hundred & ten dollars on the 11<sup>th</sup> day of Dec. 1896 for which said Lewis has executed his three promissory notes of even date here with. &

Joseph Lutz do hereby sell & convey & warrant specially to the said W. E. Lewis, the following described tract of land in Madison County Mississippi, to wit:  
 N<sup>1</sup>/<sub>4</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> and 12 acres off north end of N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> less 12 acres off south end of same section one (1) Township seven. Range (2) two East and F. B. Pratt hereby covenants with the said W. E. Lewis to forever warrant & defend the title to the above described land against the lawful claims of all persons.  
 Witness our hands this 11<sup>th</sup> day of December 1893

Joseph Lutz  
 F. B. Pratt

State of Mississippi  
 Madison County

Personally appeared before me James Priestly Chauncery clerk of the said County Joseph Lutz & F. B. Pratt who each acknowledged that they signed & delivered the foregoing deed on the day & year and for the purposes therein mentioned as their actual Deed. Witness my hand this 12<sup>th</sup> day of December 1893

James Priestly C. Clerk

W. E. Lewis } Filed for Record Dec-12<sup>th</sup> A. D. 1893  
 Do J D/T } at 8 o'clock A. M. & Recorded December 12<sup>th</sup> 1893  
 F. B. Pratt Trustee }  
 to secure for Lutz } James Priestly CLK

Whereas, I W. E. Lewis, am indebted to Joseph Lutz in the sum of Three hundred & sixty<sup>00</sup>/<sub>100</sub> Dollars evidenced by my three promissory notes of even date herewith, one for \$1,300<sup>00</sup>/<sub>100</sub> due Dec 11, 1894, one for \$120<sup>00</sup>/<sub>100</sub>, due Dec 11<sup>th</sup> 1895, one for \$110<sup>00</sup>/<sub>100</sub>, due Dec 11<sup>th</sup> 1896 Each of said notes bearing interest after maturity at the rate of 10 per cent per annum  
 Now, therefore, in consideration of the premises and for the purpose of securing the payment of said debts, I, the said W. E. Lewis hereby convey and warrant to F. B. Pratt Trustee the following described property in Madison County, Mississippi, to wit: - The N<sup>1</sup>/<sub>4</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> and 12 acres off north end of West 1/2 of West 1/2 of South 1/2 of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> less 12 acres off south end of same section (1) one Township (7) seven. Range (2) two East in Madison County

Mississippi. The debt hereby secured is for the purchase money of said county. To have and to hold to have the said F. B. Poall, his successors and assigns, upon the trusts herein expressed. If the debts herein provided for shall not be paid when due, said Trustee or his successor shall upon request of said Joe Lutz or his assigns, shall sell all the property therein conveyed to the highest bidder, for cash, at public auction, and execute to the purchaser thereof proper deeds of conveyance.

Out of the proceeds of such sale, said Trustee shall pay the expenses of executing the provisions of this deed, including 5 percent of the said proceeds to said Trustee for his services and shall pay such of the debts herein secured, as may then be unpaid, with all interest due thereon, and the residue, if any, pay to the grantors herein. Said sale shall be advertised by written posters notices thereof posted at the South door of the Court House, at Canton in said County, for 10 days prior to day of sale.

Such sale shall be made at said Court House door. The grantor herein, hereby covenant with the said Joseph Lutz that he will keep the taxes upon said property paid; and upon failure of said grantor to so pay said taxes, the said Joseph Lutz or his assigns pay said taxes, and the amount so paid by said Lutz or his assigns, for taxes shall be added to the debts above mentioned and payment of same shall be secured by this deed.

If any of the notes above mentioned shall not be paid when due, or if the grantors herein shall fail to perform any of the covenants herein, then, and in either of said events, all the debts secured by this deed shall at the option of the said Joe Lutz or his assigns, become at once due and payable and payment thereof enforced by said Trustee in the manner herein before provided. Said Joseph Lutz or his assigns may in writing appoint some other person to act as Trustee in place of said F. B. Poall, whenever he may deem it necessary or expedient so to do, and such appointee shall become vested with all the powers herein conferred upon said F. B. Poall. Witness my hand this 11 day of Dec 1893.

W. E. Lewis

State of Mississippi,  
Madison County,

} Personally appeared before the

undersigned Chancery Clerk, of the said County, the within named W. E. Lewis, who acknowledged that he signed and sealed and delivered the foregoing deed, on the day and year therein mentioned as his act and deed given under my hand and official seal, at office, this 11<sup>th</sup> day of Dec A. D. 1893 Jas Poustley cllk Exec

Ella J. Lee } Filed for Record Dec - 12<sup>th</sup> A. D. 1893 at  
 Log Deed } 8 o'clock A. M. & Recorded Dec. 12<sup>th</sup> 1893  
 C. E. Young } Jas Poustley cllk

I Ella J. Lee do by the present conveyance and warrant to C. E. Young in consideration of the sum of two hundred and fifty Dollars (250<sup>00</sup>) this day paid to me by the said C. E. Young the following tract or parcel of land, lying & being in the County of Madison & State of Mississippi to wit: Beginning in the centre of the Jackson and Leake's Debt road at the S. E. Corner of a plot of land previously sold to said Young by grantor the deed to which is recorded in Chancery Clerk office of Madison County Mississippi in Book 111 page 73 & running thence East 64<sup>6</sup> chains to a stake, thence N 23° 45' E 15.50 chains to a stake, thence due W 6.46 chains to the N E Cor of said Young's place & thence S - 23° 45' W. 15.50 chains along said Young's line to the point of beginning containing two acres more or less. said land lying in the S. side of the N E 1/4 of Sec. 8. T. 7. R. 2. E

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

State of Mississippi  
 Madison County

Personally appeared before me R. W. Stewart, a Justice of the Peace, in & for said County and State the within named Ella J. Lee, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned given under my hand this the 11<sup>th</sup> day of January A. D. 1893 R. W. Stewart J. P.

Albert R Shattock Trustee, filed for Record Dec. 12<sup>th</sup> A.D. 1893  
 To 3 Release } at 8 o'clock A. M & Recorded Dec. 12<sup>th</sup> 1893  
 Ella J. & R. C. Lee } James Prouty ch. clk

Whereas, Ella J. Lee and R. C. Lee her husband, did on the 3<sup>rd</sup> day of January A. D. 1890 Execute a certain Trust Deed to Albert R. Shattock, Trustee, to secure an indebtedness to The British and American Mortgage Company Limited of \$ 7500. Seven Thousand, Five Hundred Dollars, and the interest thereon on lands situated in The County of Madison State of Mississippi. which said lands are more particularly described in said Trust Deed, which was filed for record in the public records of Madison County on the 9<sup>th</sup> day of January 1890, and recorded in the records of said County in Book 4<sup>th</sup> page 207 & seq. Now therefore, I Albert R. Shattock Trustee named in said Trust Deed, by and with the consent of W. B. Shattuck, the Managing Director of the British and American Mortgage Company Limited, the present holder of the indebtedness described in said Trust Deed, signified by his signing these presents with me, said Trustee, for and in consideration of the sum of \$ 1<sup>00</sup> one Dollar to me in hand paid, do hereby release from the operation of the line of said Trust Deed, the following described land situated and lying in the County of Madison, and State of Mississippi, to wit; Beginning 10 feet East of a point 560 chains North of the South West corner of the East half of North West quarter of Section Eight (8) Township Seven (7) Range Two (2) East, and running thence North 708 chains to a stake, thence East 708 chains to a stake, thence South 708 chains to a stake, and thence West 708 chains to point of beginning, containing five 5 acres more or less. Also as follows

Beginning in the Centre of the Jackson and Canton dirt road at the South East corner of a plat of land previously sold to Young, and to which is recorded in Chancery Clerk's Office of Madison County Mississippi in Book "W. W." page 73, and running thence East 6<sup>45</sup> chains to a stake, thence North 23° 45' East, 15.50 chains to a stake, thence due West 6<sup>45</sup> chains to the North East corner of said Young's fence, and thence South 23° 45' West 15.60 chains along said Young's line to the point of beginning containing ten (10) acres more or less



said land lying on the South side of the North East quarter of Section (8) Eight. Township Seven (7) Range Two (2) East But the line of said Trust Deed on all and singular the other lands described or included in said Trust Deed is Expressly reserved, continued and retained in all its full force and effect; the intention hereof being that this instrument shall only take effect to relieve from the line of said Trust Deed the future acres of land herein above particularly described, but shall continue in all its full force and effect as to all and singular the other lands described or included in said Trust Deed

In Witness Whereof we have hereunto set our hands this 19<sup>th</sup> day of January A.D. 1893

The British & American Mtg Co. Ltd  
 By W.B. Shattuck Managing Director  
 Albert R Shattuck Trustee

State of Louisiana  
 Parish of Orleans

Personally appeared before me Charles P Rowland a Commissioner for Mississippi in and for said Parish and State the within named W.B. Shattuck and Albert R Shattuck, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand and seal this 19<sup>th</sup> day of January A.D. 1893

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

Boyan Clark } Filed for Record Dec-13<sup>th</sup> A.D. 1893  
 Do J/T } at 8 o'clock A.M. & Recorded Dec 13<sup>th</sup> 1893  
 F. C. Nelson Trustee } James Priestley Clerk  
 T. S. Evans & W. S. Hasford }

In consideration of \$ 10<sup>00</sup>. I convey and warrant to F. C. Nelson, the following lands lying in Madison County Mississippi to wit:  
 The South West quarter S 14, Section Thirty one (31) Township (9) nine Range one (1) West Being 160 acres more or less. In trust however, to secure to T. S. Evans & W. S. Hasford the payment, at maturity, of the following notes, to wit: one for 300<sup>00</sup> dollars due 1<sup>st</sup> day of July 1895. One for 300<sup>00</sup> dollars, due 1<sup>st</sup> day of

July 1896. One for 300<sup>00</sup> Dollars, due 1<sup>st</sup> day of July 1897.  
All of even date hve with and bearing interest at the rate of  
6% percent from July 1<sup>st</sup> 1894.

Now, if I pay said notes at maturity then this instrument  
to be void; but if I fail to pay said notes, or any, or either  
of them, as they respectively fall due, then so much of the  
debt evidenced thereby as remains unpaid shall instant-  
ly become due and payable, and then it shall be the  
duty of said trustee to sell said land at public outcry  
to the highest bidder for cash at East Door City Hall

Jackson Miss, after advertising the time, place and  
terms of sale for 10 days by written notices posted at  
three or more public places in said county of Hinds,  
(or in some newspaper published in said county) and  
with the proceeds said trustee shall pay off and sat-  
isfy all of said notes, whether due or not, that are  
unpaid at the time of said sale, after first paying  
the costs; and the said Evans & Hasford, his legal rep-  
resentatives or assigns may appoint in writing a  
new trustee in place of the one herein nominated,  
if for any reason they see proper to do so and  
each appointment shall clothe such new trustee  
with all the title and power hereby conferred up-  
on said F. C. Nelson

Witness my signature, this 8 day of December A. D. 1893  
Bryan Clark

The State of Mississippi  
Madison County } This day personally appeared  
before me, the undersigned, in and for said County  
the writing named Bryan Clark who acknowledged  
that he signed and delivered the foregoing Deed of  
Trust as his voluntary act and deed on the day  
and year therein mentioned.

witness my hand and seal of office, this 8 day of  
December A. D. 1893 } } R. L. Elkins J.P.

Dr M. Jones & Henry Stokes } Filed for Record Dec 15<sup>th</sup> A. D. 1893  
To G. Deed } at 8 o'clock A. M. & Recorded Dec. 15<sup>th</sup> 1893  
J. W. McMurtry } James Proudly CR seal  
For and in consideration of the cash  
sum of Three Hundred Dollars cash paid us we

convey and sell to J. W. Mc Murray the following lands in Madison County Mississippi to wit: The N 1/2 of E 1/2 of N E 1/4 of section 34. and the N 1/2 of N W 1/4 of section 35 Township 12. Range 4. East

Given under our signatures on this December 6<sup>th</sup> 1893  
Henry Stokes  
M. Jones

State of Mississippi  
Attala County

Personally appeared before me the undersigned acting Justice of the Peace in & for said County & State Henry Stokes and M. Jones who acknowledged that they and each of them signed and delivered the foregoing instrument on the day & year therein mentioned witness my signature the 6<sup>th</sup> day of December 1893

J. P. Terry T.P.

J. W. Mc Murray } Filed for Record Dec- 13<sup>th</sup> A. D 1893  
To } Deed. } at 8 o'clock A.M. & Recorded Dec 13<sup>th</sup> 1893

J. C. Mansell } James Priestley clk.  
"State of Mississippi Madison Co"

For and in consideration of the sum of three hundred dollars I hereby sell, warrant & convey to J. C. Mansell the following described property to wit: - The N 1/2 of the E 1/2 of N E 1/4 Sect- 34. T- 12. R. 4. E and the N W 1/4 Sect 35- 12- 4- E all in the County of Madison  
December 12- 1893 J. W. Mc Murray

State of Mississippi  
Holmes County

Personally appeared before the undersigned J. P. in & for said County & State, J. W. Mc Murray who acknowledged that he signed the above deed for the purposes stated therein witness my hand this Dec- 12<sup>th</sup> 1893

C. M. Toombs J. P.

Allen J. and B. F. Passmore } Filed for Record Dec 13<sup>th</sup> A. D 1893  
To } Deed of Conveyance } at 9 o'clock A.M. & Recorded Dec 13<sup>th</sup> 1893  
W. W. Warren } James Priestley clk.

In consideration of seventy five Dollars Cash in hand & hereby convey and warrant to W. W. Warren the following described real estate situated in Madison County State of Mississippi

to wit:- Thirty (30) acres more or less commencing on the line at a certain orange hedge 217 yds east from the south west corner of the N. E 1/4 of Sec - 6 T. 9. R. 2. E and running 223 yds East thence 880 yds north thence 115 1/2 yds west along township line. Thence south westerly in a diagonal line along old hedge 880 yds to the beginning or all that portion of said subdivision east of a certain orange - Orange hedge and its prolongation northward to the township line

Witness my hand & seal this the 11th day of December 1893

Witness

L. G. Cordts }  
W. B. Cordts }

Ellis J. Passmore

B. F. Passmore

"State of Mississippi Madison County"

Personally appeared before the undersigned, clerk of the Chancery Court, the above named W. B. Cordts, one of the subscribing witnesses to the foregoing Deed, who being duly sworn he depose and testify that he saw the above named Ellis J. Passmore & B. F. Passmore, whose names are subscribed thereto, sign and deliver the same to the above named W. H. Warren that he, this deponent, subscribed his name as a witness thereto in the presence of said Ellis J. & B. F. Passmore and that he saw the other subscribing witness L. G. Cordts sign the same in the presence of the said Ellis J. & B. F. Passmore and in the presence of each other, on the day and year therein named.

In testimony whereof, witness my hand and seal of said Court, this 13th day of December A. D. 1893

James Priestley clerk

W. B. Jones } Filed for Record Dec 13th A. D. 1893 at 12  
To } Deed } o'clock A. M. & Recorded Dec 15th 1893  
John Green } James Priestley clerk

"The State of Mississippi the County of Madison"  
Know all men by these presents that W. B. Jones of the County and State aforesaid in consideration of the sum of one hundred dollars in cash paid me by John Green, and one hundred and sixty five dollars to be paid on the 1st day of November 1893 which is evidenced by said John Green's vendors note of even date here with - and one hundred and eighty five dollars and fifty cents due and payable on the

W. B. Jones  
James Priestley  
Dec 12 1893  
Dec 13 1893

1<sup>st</sup> day of November 1894 - which is evidenced by said John  
 Greys Vendor note of even date herewith - both of said notes  
 to bear interest at the rate of ten per cent per annum  
 from their maturity until paid do hereby grant convey  
 and warrant unto him the said John Green of said  
 State & County the following described property to wit - Forty  
 acres of land more or less situated in Madison County  
 same being the S E 1/4 of S E 1/4 Section 32. T. 9. R. 1 West  
 But it is distinctly understood that the Vendor here  
 is retained herein to secure the prompt payment of  
 said two Vendor note - and in the event that said  
 first note for \$ 165 <sup>00</sup>/<sub>100</sub> is not paid at its maturity to wit:  
 on the 1<sup>st</sup> day of November 1893 - Then & in that case  
 said note for \$ 185 <sup>00</sup>/<sub>100</sub> due on Nov 1<sup>st</sup> 1894 shall  
 be come due & payable on the 1<sup>st</sup> day of November 1893  
 witness my hand this 20<sup>th</sup> day of February 1893

J. W. B. Jones (seal)

State of Mississippi  
 Madison County } Personally appeared before the  
 under signed Mayor of Flora & Ex officio J. P. W. B. Jones  
 who acknowledged he signed, sealed and believed the  
 fore going Deed as his free act and will  
 S. J. Crisler Mayor

Virginia Carlisle - Filed for record 8:00 AM Dec 15<sup>th</sup> 1893  
 To & bleed Recorded Dec 15<sup>th</sup> 1893  
 George H. Carlisle  
 In consideration of  
 Three thousand dollars and the further consideration of  
 transfer of certain notes owned by me amounting to  
 Two Thousand Dollars which is a part of the consid-  
 eration here paid I sell convey and discharge to Geo. H.  
 Carlisle all my right title interest and claim to the  
 following lands to wit: N 1/2 of N 1/2 and S E 1/4 of S E 1/4 of  
 section 15 and S E 1/4 + S 1/2 of S W 1/4 section 16 and E 1/2 of  
 S E 1/4 section 21 and S 1/2 of S W 1/4 of section 32 all in Town-  
 ship 8 Range 2 West.  
 Witness my signature this the 14<sup>th</sup> day of  
 December 1893  
 Virginia Carlisle

The State of Mississippi  
 Hinds County } Personally appeared before me C. M. Parker

a Notary Public in and for the city of Jackson Hinds  
County Mississippi Virginia Carlisle who acknowledges  
that she signed and delivered the foregoing deed on  
the date thereof as her voluntary act and deed

Seal

Given under my hand  
and official seal this  
14<sup>th</sup> day of December 1893  
E. M. Parker  
Notary Public

J. H. Evans  
To: Deed  
M. H. Dickerson

Filed for Record 18<sup>th</sup> Dec 1893 at  
8:00 am.  
Recorded 18<sup>th</sup> Dec 1893

In consideration  
of four (4) promissory notes all of this date one note for one  
Bale good middling cotton weighing 500 lbs due November 1<sup>st</sup> 1891  
one note for one Bale good middling cotton weighing 500# due  
November 1<sup>st</sup> 1892. One note for one Bale good middling cotton due  
November 1<sup>st</sup> 1893 and one note for one Bale good middling cotton  
weighing 500 lbs and due November 1<sup>st</sup> 1894. I convey and warrant  
to M. H. Dickerson the following land situated in Madison County  
Mississippi and described as: all that portion of the West half  
of South East Quarter of Section 8 Township 11 Range 4 East lying  
East of Public Road leading from Artesian Springs to Canton con-  
taining sixty five (65) acres more or less.

Witness my signature this 23<sup>rd</sup> day of Dec 1890  
J. H. Evans.

State of Mississippi  
Madison County

Personally appeared before me a Justice of  
the Peace of the County of Madison J. H. Evans who acknowl-  
edged that he signed and delivered the foregoing deed  
of conveyance as his own act and deed on the day and  
year therein named.

Witness my hand this 23<sup>rd</sup> day Dec 1890  
Saml Mitton J.P.

Subs paid - full by owner returned in sum  
only book no. 1. pp 416  
uncertified

Handwritten initials or signature at the bottom of the page.

W. L. Maxwell } Filed for Record Dec 18<sup>th</sup> 1893 at 8.00 am  
To } deed } Recorded Dec 18<sup>th</sup> 1893  
W. W. Dickerson }

In consideration of One Hundred dollars in hand paid I convey and warrant to W. W. Dickerson the following described land situated in Madison County to wit: Twenty (20) acres off of West side North half of South West quarter Section nine (9) Township 11 Range 4 East.

Witness my signature this 14<sup>th</sup> day of Dec 1893  
W. L. Maxwell

State of Mississippi }  
Madison County } Personally appeared before me the undersigned Justice of the Peace of said County W. L. Maxwell who acknowledged that he signed and delivered the foregoing deed as his own act and deed on the day and year therein named

Witness my hand this 14<sup>th</sup> day of Dec 1893  
Saml. McIlroy J.P.

W. W. Warren } Filed for Record 19<sup>th</sup> Dec. 1893 at 8.00 am  
and }  
Bessie C. Warren } Recorded 19<sup>th</sup> day of Dec 1893  
To } F. B. Pratt }

Whereas we W. R. M. Caldwell & W. Warren and Bessie C. Warren wife of said W. W. Warren are indebted to R. M. Caldwell in the sum of One Thousand (\$1000.00) Dollars evidenced by our promissory note of exordate herewith for said sum of One Thousand (\$1000.00) Dollars payable to the order of said R. M. Caldwell on Dec 15<sup>th</sup> 1894 with interest from date at the rate of 10 % per annum. Now therefore in consideration of the premises and for the purpose of securing the payment of said debts we the said W. W. Warren and Bessie Warren hereby convey and warrant to F. B. Pratt Trustee the following described property in Madison County Mississippi to wit: N 1/2 of E 1/4 and S 1/4 Section six (6) T. 9 R. 2 East and forty acres off South End of S 1/4 Section Thirty one (31) T. 10 R. 2 East. To have and to hold to him the said F. B. Pratt his successors and assigns upon the trusts herein expressed. If the debts herein provided shall not be paid when due said Trustee or his successor shall upon request of said R. M. Caldwell or his assigns sell all the property herein conveyed to the highest bidder for cash at public auction and execute to the purchaser thereof proper deeds of conveyance.

Out of the proceeds of such sale said Trustee shall pay the expenses of executing the provisions of this deed including five per cent of the said proceeds to said Trustee for his services and shall pay such of the debts herein secured as may then be unpaid

This deed of trust cancelled by purchase of property. See book W. W. Page 339 - R. M. Caldwell

with all interest due thereon and the residue if any pay to the grantors herein. Said sale shall be advertised by written notice thereof posted at the South door of the Court House at Canton in said County for ten days prior to day of sale. Such sale shall be made at said Court House door. The grantors herein here by covenant with the said R. M. Caldwell that they will keep the buildings upon said premises insured for the sum of \$ — for the benefit of said R. M. Caldwell and his assigns and that they will keep the taxes upon said property paid: and upon failure of said grantors to so insure, or to so pay said taxes the said R. M. Caldwell or his assigns may insure said property and pay said taxes and the amount so paid by said R. M. Caldwell or his assigns for taxes and insurance shall be added to the debts above mentioned and payment of same shall be secured by this deed. If the grantors herein shall fail to perform any of the covenants herein; then and in either of said events all the debts secured by this deed shall at the option of the said R. M. Caldwell or his assigns become at once due and payable and payment thereof enforced by said Trustee in the manner hereinbefore provided. Said R. M. Caldwell or his assigns may in writing appoint some other person to act as Trustee in place of said F. B. Pratt whenever he may deem it necessary or expedient so to do and such appointee shall become vested with all the powers herein conferred upon said F. B. Pratt.

Witness our hands this 15<sup>th</sup> day of Dec 1893

M. M. Warren *(seal)*

Bessie Warren *(seal)*

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named M. M. Warren and his wife Bessie Warren who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed

Given under my hand and official seal at office this 16<sup>th</sup> day of Dec 1893

Gas. Trusty Clerk  
By J. M. Grafton & Co



State of Mississippi  
Hester County

P. S. Mundy  
To & recd  
I Re. Ford

Filed for Record Dec 16<sup>th</sup> 1893 at 12.10

Know all men by these presents that I, P. S. Mundy for and in consideration of the sum of Two Hundred and fifty Dollars to me in hand paid have bargained and sold and do by these presents grant bargain sell and convey unto I Re. Ford of the County of Madison and State of Mississippi known as the E 1/2 of N 1/4 of sec 32 Township 12 Range 5 East containing 80 acres more or less to have and to hold said land together with all and singular the rights tenements and appurtenances therunto belonging or in any wise pertaining and in consideration hereof the said P. S. Mundy binds himself his heirs and assigns to warrant and defend the title of said land to the said I Re. Ford his heirs and assigns against the claim of myself my heirs and assigns forever.

In testimony I have hereunto set my hand and affixed my seal this 17<sup>th</sup> day of Dec 1890  
P. S. Mundy

State of Miss  
Attala County

Personally appeared before me H. L. Land Chaney clerk for said county and State the within named P. S. Mundy who acknowledged that he signed and delivered the within deed on the day and date thereof as his own act and deed.

Given under my hand and seal of office this Dec 17<sup>th</sup> 1890  
H. L. Land Chaney

I A. Adams, Filed for Record December 21<sup>st</sup> A. D. 1893  
To & recd } at 8 o'clock A. M. Recorded Dec. 21<sup>st</sup> 1893  
A. J. Clark } James Priestley csk  
"The State of Mississippi Madison County"  
This indenture made the 16<sup>th</sup> day of December A. D. 1893  
between J. A. Adams of Madison County Miss of  
the first part and A. J. Clark of same County and  
State of the second part witnesseth: that the said party  
of the first part, for and in consideration of the sum  
of Sixty Dollars to him in hand paid by the said  
party of the second part, the receipt whereof is hereby

acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain sell and convey to party of the second part his heirs and assigns, that certain tract or parcel of land situated in the County of Madison and State of Mississippi known and described as follows: Lot number Eleven (11) in Block "A" of the Map of Lemarca adjoining Madison Station in said County and State in NE<sup>1</sup>/<sub>4</sub> of SW<sup>1</sup>/<sub>4</sub> Section Eight (8) Township Six (7) Range Two (2) East together with appurtenances to said premises belonging and all estate, title and interest, both at Law and in equity of the Party of the first part in the same; To have and to hold the said granted premises with the appurtenances unto the party of the second part his heirs and assigns forever in fee simple. And the said party of the first part for his heirs executors and Administrators does hereby covenant and agree with the said party of the second part shall forever warrant and defend the title to the said premises unto the party of the second part his heirs and assigns, against the claim of all persons lawfully claiming the same or any part thereof except on account of taxes due from and after the 16 day of December A.D. 1843.

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

G. A. Adams, Seal

State of Mississippi

Madison County } Personally appeared before me R. W. Stewart a Justice of the Peace of the County of Madison said State the within named G. A. Adams who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand this 16<sup>th</sup> day Dec 1843

R. W. Stewart J. P.

L. A. Moore } Filed for Record Dec 22<sup>nd</sup> 1893 at 2:00 PM  
To & Deed } Recorded Dec 22<sup>nd</sup> 1893  
Milburn Boos }

In consideration of Two Hundred and Twenty Seven and 50/100 Dollars paid I convey and warrant to Milburn Boos a tract of land in Madison County described as South West (SW 1/4) Quarter of the North West (NW 1/4) Quarter of section Twenty (20) mile Township Twelve (12) Range Four (4) East

Witness my signature this the 18<sup>th</sup> day of Dec 1893  
L. A. Moore

State of Mississippi }  
Madison County }

This day personally appeared before me the undersigned Mayor of Pickens and official J. O. the above named L. A. Moore who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand this the 18<sup>th</sup> day of Dec 1893

F. H. Hoffman  
Mayor of Pickens & official

Also copy of

J. O.  
J. Oliver Means } Filed for Record Dec 23<sup>rd</sup> 1893 at 2:00 PM  
To & Deed } Recorded Feb 23<sup>rd</sup> 1893

Benny Coleman } Calhoun Miss Madison County  
Phil Bryant } November 15<sup>th</sup> 1893  
West Archy }

Witness under- signed committee of Ross Chapel do barter trade and deliver to J. Oliver Means the church now situated on his land and for a consideration in return he agrees to give for said church 132 x 82 feet of land off of the North East corner of his tract of land bounded on the North by the Shackelford lands, on the West by the Shackelford land, on the East by the land of J. Oliver Means and on the South by the lands of J. Oliver Means. As the said committee agree to pay J. Oliver Means for said tract of land as mentioned above and described the sum of Twenty dollars in currency -

Witness  
Geo. L. Smith  
J. O. Means

J. Oliver Means  
Benny Coleman  
Phil Bryant  
West Archy  
Anthony Bailey

State of Mississippi  
Madison County

Personally appeared before the undersigned clerk of the Chancery Court of the said County the within named J. O. Means, Army Colonel, Phil Bryant West Archy and Anthony Bailey who acknowledge that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed

Given under my hand and official seal at office this 23<sup>rd</sup> day of December 1893  
Jas Pouesty, clk

W. H. Powell Trustee } Filed for Record Dec 26<sup>th</sup> A. D. 1893 at  
Haywood & Leah Pugh } 3 o'clock P. M. & Recorded Dec 26<sup>th</sup>  
Emily Hays } 1893 Jas Pouesty clerk  
Do } Warranted Deed }  
Leontine Haddock }

By Virtue of the Powers vested in me by the Terms of that Deed of Trust executed by Haywood & Leah Pugh & Emily Hays on May 21<sup>st</sup> 1891 & Recorded in Book 74 page 5-86 in the Chancery Clerk's office for Madison Co Miss. the indebted secured thereby being unpaid & past due, I W. H. Powell Trustee to enforce said trust will on Saturday December 23<sup>rd</sup> 1893 in Canton Miss before the South door of the Court House between the hours of 11 a. m. & 4. P. M. sell at public outcry to the highest bidder for cash the following described property lying & being in Madison Co. Miss to wit

E<sup>1</sup>/<sub>2</sub> S W<sup>1</sup>/<sub>4</sub> Sec- 12- & W<sup>1</sup>/<sub>2</sub> N W<sup>1</sup>/<sub>4</sub> Sec- 13 & E<sup>1</sup>/<sub>2</sub> N E<sup>1</sup>/<sub>4</sub> Sec 14

Town- 9. Range 4 East & S E<sup>1</sup>/<sub>4</sub> & E<sup>1</sup>/<sub>2</sub> S W<sup>1</sup>/<sub>4</sub> Sec 18 & E<sup>1</sup>/<sub>2</sub>

N E<sup>1</sup>/<sub>4</sub> Sec- 19. Town- 9. Range 5 East also one black horse named Ben Harris & one dark Bay mare named Mollie & one dark bay horse named Billie

witness my hand & seal this Dec. 15<sup>th</sup> 1893

seal W. H. Powell Trustee

Posted at South door of court Canton Miss Dec 15<sup>th</sup> 1893

W. H. Powell

Whereas Haywood Pugh, Leah Pugh & Emily Hays did on the 21<sup>st</sup> day of May 1891 execute to me W. H. Powell Trustee a certain deed of Trust which is

Recorded in Book 44 page 586 in the Chancery clerks office for Madison Co Miss to secure the indebtedness therein mentioned upon the property herein after described, and whereas the indebtedness secured by said deed of Trust has been long since past due & unpaid & I have been requested to execute said trust by a sale of said property, and whereas I did write out a notice that I would as Trustee on Saturday the 23<sup>rd</sup> day of December 1873 between the hours of 11 A.M. & 4 P.M. o'clock sell to the highest bidder for cash at public outcry before the South door of the Court House in Canton Miss the property herein after described and did post said notice before the South door of said Court house on December 15<sup>th</sup> 1873 which was & is a convenient public place in said Co. and whereas on this the 23<sup>rd</sup> day of December 1873 at the hour of 11<sup>40</sup> A.M. o'clock before said South door of said Court house I did expose for sale at public outcry to the highest bidder for cash the property herein after described, when Leontine Hedorffer appeared and bid therefor the sum of Two Hundred & fifty five Dollars Cash which was the highest bid for cash for said property & the same was knocked off to her & she was declared the purchaser thereof and whereas the said Leontine Hedorffer has paid me said sum the receipt of which is hereby acknowledged and whereas I have fully complied with all the terms & conditions of said trust precedent & subsequent & with all the Law in such cases made & provided now therefore in consideration of the premises & the payment to me of said purchase money, I W. H. Powell Trustee as aforesaid do hereby convey and warrant unto the said Leontine Hedorffer forever all the right title interest claim & demand of the said Haywood Pugh Leah Pugh & Emily Hays of in & to the following described real & personal property lying being situated in the County of Madison State of Mississippi To wit

The E<sup>1</sup>/<sub>2</sub> S W<sup>1</sup>/<sub>4</sub> Sec. 12 & W<sup>1</sup>/<sub>2</sub> N W<sup>1</sup>/<sub>4</sub> Sec. 13 & E<sup>1</sup>/<sub>2</sub> N E<sup>1</sup>/<sub>4</sub> Sec. 14. Town 9. Range 4. East & The South East Quarter (S E<sup>1</sup>/<sub>4</sub>) & E<sup>1</sup>/<sub>2</sub> S W<sup>1</sup>/<sub>4</sub> Sec. 18 & E<sup>1</sup>/<sub>2</sub> N E<sup>1</sup>/<sub>4</sub> Sec. 19 Town 9. Range 5. East also one black horse named

Horses, one dark Bay mare named Mollie & one dark Bay horse named Billie. I intend to convey all the title to said property that was conveyed to me by said deed of trust & all the property described and conveyed therein. Witness my hand & seal this the 23<sup>rd</sup> day of December A.D. 1893. W. H. Powell Trustee (seal)

State of Mississippi }  
Madison County } Personally appeared before the under  
signed, Clerk of the Chancery Court of the said County, the  
within named W. H. Powell Trustee who acknowledged  
that he signed and delivered the foregoing Deed on the  
day and year therein mentioned as his act and deed.  
Given under my hand and official seal, at Office this  
25<sup>th</sup> day of Dec. A.D. 1893. J. A. Poustey Clerk seal

Indian Gross } Filed for Record Dec 29/93 at 11:00 am  
J. A. Poustey } Recorded Dec 29<sup>th</sup> 1893.  
Thos B. Edwards }

In consideration of one dollar cash in hand paid me by Thos B. Edwards the receipt of which is hereby acknowledged I, Indian Gross do hereby convey and ~~quit~~ quit claim unto the said Thos B. Edwards all my right title and interest of in and to the following described lands lying in Madison County State of Mississippi to wit: The S E 1/4 of section 14 T 7 Range 2 East.

Witness my hand and seal this the 27<sup>th</sup> day of December A.D. 1893

Indian Gross (seal)

State of Mississippi }  
Madison County }

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

Given under my hand and official seal at office this Dec 29<sup>th</sup> A.D. 1893

J. A. Poustey Clerk

State of Mississippi Filed for Record Dec 30<sup>th</sup> 1893 at 8:00 am  
Madison County Recorded Dec 30<sup>th</sup> 1893

For and in consideration of the sum of \$100 paid me cash in hand I hereby grant, bargain sell and quit claim deed to Mary Fleming the following described land and property situated in the County of Madison State of Mississippi, to wit:  $\frac{1}{2}$   $\frac{1}{2}$  of fractional part of sec 24 lying East of Indian boundary in T 12 R 4 East containing 40 acres more or less: also  $\frac{1}{2}$  of  $\frac{1}{2}$  of fractional part of sec 24 T 12 R 4 East lying East of old Indian boundary containing 57 acres more or less all lying in Madison County State of Mississippi

Witness my signature this the day of December 1893  
J.R. Hoover

Witness  
M.B. Roland  
R.A. Donald

State of Mississippi  
Madison County

Personally appeared before the undersigned N. J. Linn a Justice of the Peace of said County the above named M.B. Roland one of the subscribing witnesses to the foregoing deed who being first duly sworn depose and swear that he saw the above named J.R. Hoover whose name is subscribed thereto sign and deliver the same to the above named Mary Fleming that he then deposited subscribed his name as a witness thereto in the presence of the said J.R. Hoover and that he saw the other subscribing witness R.A. Donald sign the same in the presence of the said J.R. Hoover and in the presence of each other on the day and year therein mentioned Sworn and subscribed before me this 10<sup>th</sup> Dec 1893  
N. J. Linn J.P.

E. Scarborough } Filed for Record Dec 30<sup>th</sup> 1893 at 2:00 PM  
 To } Max Seed } Recorded Dec 30<sup>th</sup> 1893  
 J. B. Scott }  
 For and in consid

eration of one promissory note of this date due and payable on or before January 1<sup>st</sup> 1889 for one hundred dollars with ten per cent interest per annum from maturity until paid said note being signed by J. B. Scott and delivered to me J. E. Scarborough. Having this day bargained sold and delivered unto J. B. Scott a one third undivided interest in and to the following described lands situated in Madison County Mississippi:  $\frac{1}{4}$  of Sec 26 T 12 R 3 E and I warrant the title unto J. B. Scott his heirs & assigns. Said note is held for purchase money.

Witness my hand this Dec 7<sup>th</sup> 1889  
 E. Scarborough

State of Mississippi }  
 Madison County }  
 Personally appeared before me

J. B. Dundy Mayor of Pickens and ex officio Justice of the Peace in and for said County E. Scarborough who acknowledged that he signed and delivered the foregoing deed on the date named and for the purposes specified as his own act and deed.

In witness whereof see my signature this 7<sup>th</sup> day of Dec 1889  
 J. B. Dundy Mayor of Pickens & ex off J.P.

Willie Mosal } Filed for Record July 1<sup>st</sup> A.D. 1894  
 To } Deed } at 2:30 o'clock P.M.  
 Allice S. Anderson } Recorded July 1<sup>st</sup> 1894  
 James Poindley atty

In consideration of Two hundred dollars to me paid the receipt whereof is hereby acknowledged & of a promissory note for the sum of four hundred & forty six & 80/100 Dollars (\$446.80) due Dec 1<sup>st</sup> 1894. I hereby convey & warrant to Allice S. Anderson the following described land in Madison County Miss: Twelve acres out of S W. corner of N W 1/4 Sec. 29. and E 1/2 N E 1/4 less 10 acres out of N E corner of Sec. 30. all in Township nine (9)



Range two (2) East being 82 acres more or less  
 To have & to hold the same to him the said A. S. Anderson  
 his heirs & assigns forever  
 Witness my hand this 1st day of January 1894  
 Willie Mosal

State of Mississippi }  
 Madison County } Personally appeared before the under-  
 signed Jas Priestly, clerk of the Chancery Court of the said  
 County, the within named Willie Mosal, who acknowl-  
 edged that he signed and delivered the foregoing deed  
 on the day and year therein mentioned, as his act and deed,  
 given under my hand and official seal at office, this 1st  
 day of January A. D. 1894  
 James Priestly Clk Seal

Allie S Anderson } Filed for Record Jan 1st A. D. 1894 at  
 To S. D. J. } 3 o'clock P. M. & Recorded Jan 1st 1894  
 F. B. Pratt Trustee } James Priestly Clk Seal  
 William Mosal }

Whereas, I Allie S Anderson, am indebted  
 to Wm Mosal, in the sum of four hundred & forty six & 87/100  
 \$ 446 <sup>87</sup>/<sub>100</sub> Dollars, evidenced by my promissory note of even date  
 herewith payable to the order of said Wm Mosal on Dec  
 1st 1894 with interest at the rate of 10 per cent per annum  
 And, whereas, it is contemplated that said Wm Mosal may  
 advance me money and supplies during the year 1894 to  
 the amount of \$800.00, the debt for advances to become due  
 Dec 1st 1894; any advances, however made after said date,  
 and any advances in excess of said amount shall be se-  
 cured by this Deed

Now, therefore, in consideration of the premises and for the  
 purpose of securing the payment of said debt I, the  
 said A. S. Anderson do hereby convey and warrant to  
 F. B. Pratt, Trustee, the following described property in  
 Madison County, Mississippi, to wit, Twelve acres out  
 of the S. W. Corner of N. W. 1/4 Sec. 29 and E. 1/2 N. E. 1/4 less  
 10 acres out of N. E. Corner Section 30, all in Township  
 9 R. 2. East in said Madison County being 82 acres  
 more or less; also all the rents issues & profits of said  
 land for the year 1894 also all the crops of every descrip-  
 tion to be made by me & those in my employ during  
 the year 1894, also one black mare mule, one bay  
 horse mule said mules being the same as bought by

Antelope Jan 1st 1895  
 Wm Mosal

me of said Mosal this day. Also one black mare named Kate  
To have and to hold to him the said F. B. Pratt, his success-  
ors and assigns, upon the trusts herein expressed.

If the debts herein provided for shall not be paid when due, said  
Trustee or his successor shall upon request of said Mosal  
or his assigns, take possession of said personal property, and  
shall sell all the property herein conveyed to the highest  
bidder, for cash, at public auction, and execute to the pur-  
chaser thereof proper deeds of conveyance.

Out of the proceeds of such sale, said Trustee shall pay the ex-  
pense of executing the provisions of this deed including (6)  
five per cent of the said proceeds to said Trustee for his services  
and shall pay such of the debts herein secured, as may  
then be unpaid with all interest due thereon, and the  
residue, if any, pay to the grantor herein.

Said sale shall be advertised by written posters notice there-  
of posted at the south door of the Court House, at Canton  
in said county, for 10 days prior to day of sale.  
Such sale shall be made at said Court House door.

The grantor herein hereby covenant with the said Wm  
Mosal that he will keep the Taxes upon said property  
paid; and upon failure of said grantor to so pay  
said taxes, the said Mosal or his assigns may pay  
said taxes, and the amount so paid by said Mosal  
or his assigns, for Taxes shall be added to the debts above  
mentioned, and payment of same shall be secured by this  
deed. If any of the notes above mentioned shall not be paid  
when due, or if the grantors herein shall fail to per-  
form any of the covenants herein, then and in either of  
said events, all the debts secured by this deed shall at  
the option of the said Wm Mosal or his assigns become  
at once due and payable and payment thereof enforced  
by said Trustee in the manner herein before provided.  
Said Wm Mosal or his assigns may in writing ap-  
point some other person to act as Trustee in place  
of said F. B. Pratt whenever he may deem it necessa-  
ry or expedient so to do, and such appointee shall be-  
come vested with all the powers herein conferred  
upon said F. B. Pratt.

Witness my hand this 1 day of July, 1894

State of Mississippi,

Medison County, Personally appeared before the

H. S. Anderson real

undersigned James Priestley, Chancery Clerk of the said County  
 The within named Allic S. Anderson, who acknowledged  
 that he signed, sealed and delivered the foregoing Deed,  
 on the day and year therein named mentioned as his  
 act and deed. Given under my hand and official seal, at  
 office, this 1<sup>st</sup> day of January A. D. 1894

James Priestley Clerk

Mississippi State Bank, Filed for Record July 2<sup>nd</sup> A. D. 1894  
 To 3/4 Deed } at 5 o'clock P. M. & Recorded July 3<sup>rd</sup> 1894  
 J. W. Burroughs } James Priestley Clerk

In consideration of one Hundred Dollars  
 Cash here paid by J. H. Burroughs the receipt of which  
 is hereby acknowledged and for the further sum of one  
 Hundred & seventy-five dollars, as is evidenced by prom-  
 issory note of even date herewith, due & payable on  
 January 2<sup>nd</sup> 1895 with ten per cent interest per annum  
 from date & 10% attorneys fee if placed in the hands  
 of an atty for collection after maturity to secure which  
 promissory note a Vendor's Lien is hereby reserved & re-  
 tained upon said lands here in after described, the  
 Mississippi State Bank an incorporation under the Laws  
 of Mississippi does hereby convey with the said J. W. Burroughs  
 the following described lands lying in Madison County  
 State of Mississippi to wit:

Twenty acres off of the North End of the NW 1/2 NW 1/4 Sec-  
 19. Town 9. Range 2. East: A Vendor's Lien is reserved  
 upon said lands in favor of said Bank & assigns  
 to secure the prompt payment of said promissory note  
 Witness the signature & Corporate seal of said Bank by  
 its President L. Foot this the 2<sup>nd</sup> day of January A. D. 1894

Mississippi State Bank by  
 L. Foot P.T

State of Mississippi }  
 Madison County } 3

Personally appeared before the  
 undersigned Jas Priestley, Clerk of the Chancery Court  
 of the said County, the within named L. Foot Pres-  
 of Miss State Bank, who acknowledges that he  
 signed and delivered the foregoing Deed on the  
 day and year therein mentioned, as his act & deed  
 Given under my hand and official seal, at office, this  
 2<sup>nd</sup> day of January A. D. 1894

James Priestley Clerk

12-20-95  
 This note has been paid in full  
 Miss State Bank  
 L. Foot P.T

J. S. Ward and Isidor Gross } Filed for Record Jan'y 3<sup>rd</sup> A.D. 1894 at 10  
 To } Quit claim } o'clock A.M. & Recorded Jan'y 3<sup>rd</sup> 1894  
 Joel F. Johnson } J. Priestly clk  
 In consideration of one dollar cash in hand paid us by Joel F. Johnson. The receipt of which is hereby acknowledged we J. S. Ward & Isidor Gross do hereby convey & quit claim with the said Joel F. Johnson all of our right title & interest of us & to the following described lands lying being and situated in Madison County State of Mississippi. To wit The NE 1/4 of 40 acres off the South end thereof in Sec. 4 Town 7 Range 2 East & 60 acres off the South end of SE 1/4 Sec. 33. Town 8 Range 2. East. Witness our hands & seals this the 2<sup>nd</sup> day of January. A. D. 1894  
 J. S. Ward (seal)  
 Isidor Gross (seal)

State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 J. Priestly, Clerk of the Chancery Court of the said County  
 the within named J. S. Ward and Isidor Gross who acknowledges that they signed and delivered the foregoing Deed on the day and year therein mentioned, as their act and deed. Given under my hand and official seal at office this 3<sup>rd</sup> day of January A. D. 1894  
 J. Priestly clk (seal)

John M. Graves and his wife } Filed for Record Jan'y 3<sup>rd</sup> A. D. 1894  
 Mary D. Graves } at 10 clock P. M. and Recorded  
 To } S / T } Jan'y 3<sup>rd</sup> 1894 Jas Priestly clk (seal)  
 S. T. Nicholson Trustee }  
 L. R. Nicholson }

Whereas, we John M. Graves & Mary D. Graves wife of said John, are indebted to Laura R. Nicholson in the sum of Four Hundred & forty (440) Dollars evidenced by our promissory note for such sum of \$440<sup>00</sup> payable to the order of L. R. Nicholson on the 1<sup>st</sup> of January 1895 said note being of even date herewith & bearing interest from date at the rate of 10% per cent per annum now therefore, in consideration of the premises and for the purpose of securing the payment of said debts, we, the said John M. Graves & Mary D. Graves hereby convey and warrant to S. T. Nicholson Trustee, the following described property in Madison County, Mississippi to wit: - That certain land described as the SE 1/4 Sec.

Satisfied in full this Oct-27th 1894  
S. J. Nicholson & wife

28. all of Sec. 33. T. 9. R. 1. East. also 520 acres in  
 Sec-4. T. 8. R. 1 East, bounded on the North by the northern  
 boundary line of said section & extending south in said  
 section for quantity, also an undivided half of 25 acres in  
 S.W. corner of Sec. 4. T. 8. R. 1. E. bounded west by Beattie Bluff  
 road or by Sec-5. in south by lands of N. B. Hinton or Sec-8  
 & East by the road from Canton to Livingston all containing  
 1345 acres more or less. also 25 acres in S.W. corner Sec-4  
 T. 8. R. 1. E bounded west by Beattie Bluff road, south by  
 lands of N. B. Hinton & East by Canton & Livingston road  
 Now therefore, in consideration of the promise and for the  
 purpose of securing the payment of said debts, we, the  
 Trustee and to hold to him the said S. J. Nicholson  
 his successors and assigns, upon the trusts herein expressed  
 If the debts herein provided for shall not be paid when due, said  
 Trustee or his successor shall upon request of said L. R. Nicholson  
 or his assigns shall sell all the property herein conveyed to the  
 highest bidder for cash, at public auction, and execute  
 to the purchaser thereof proper deeds of conveyance  
 out of the proceeds of such sale, said Trustee shall pay  
 the expenses of executing the provisions of this deed, and  
 shall pay such of the debts herein secured, as may then  
 be unpaid, with all interest due thereon, and the residue  
 if any, pay to the grantors herein  
 Said sale shall be advertised by written notice thereof posted  
 at the South door of the Court House, at Canton  
 in said County for 10 days prior to day of sale  
 such sale shall be made at said Court House door  
 The grantors herein, hereby covenant with the said Laura  
 R. Nicholson and that they will keep the taxes upon  
 said property paid; and upon failure of said grantors  
 to pay said taxes, the said Laura R. Nicholson  
 or her assigns may pay said taxes, and the amount so  
 paid by said Laura R. Nicholson or her assigns, for taxes  
 and insurance shall be added to the debts above men-  
 tioned, and payment of same shall be secured by this  
 deed. Said Laura R. Nicholson or his assigns may  
 in writing, appoint some other person to act as Trustee  
 in place of said S. J. Nicholson, whenever she may  
 deem it necessary or expedient so to do, and such appoint-  
 ee shall become vested with all the powers herein  
 conferred upon said S. J. Nicholson

Witness our hands this 3<sup>rd</sup> day of July 1893

State of Mississippi  
Madison County

John M. Greaves Seal  
Mary D. Greaves Seal

Personally appeared before the undersigned James Poustley Clerk of the Chancery Court of the said County the within named John M. Greaves and his wife Mary D. Greaves, who acknowledged that they signed, sealed and delivered the foregoing deed, on the day and year therein mentioned, as their act and deed given under my hand and official seal, at office, this 3<sup>rd</sup> day of July A.D. 1894

James Poustley Seal Clerk

W. B. Jones Supt } Filed for Record July 4<sup>th</sup> A.D. 1894 at 8  
To W. Lease } o'clock A. M. & Recorded July 4<sup>th</sup> 1894  
W. B. Greaves } James Poustley Seal Clerk

In pursuance of an order of the Board of Supervisors of Madison County, made at the July Meeting of said board A. D. 1894, W. B. Jones, County Supt of Education, do this day lease to W. B. Greaves the N W 1/4 of S W 1/4 of sec. 16. T. 7. R. 1. E for a period of three years to begin on July 1-1894 and end on July 1-1897 the consideration of this lease is professional service rendered by said W. B. Greaves, as Atty, in conducting to a successful issue a suit for the recovery of said land. Said Greaves or his assigns covenant to deliver peaceable possession of said lands at the termination of this said lease

W. B. Jones, Supt.

Personally appeared before me J. T. Luckitt M. B. S. W. B. Jones Co. Supt, of Ed. who acknowledged, that he signed & delivered the foregoing lease as his own act & deed

Jno. T. Luckitt M. B. S.

Transferred to A. J. Moorman for \$20.00 cash paid me with the agreement that said A. J. Moorman will pay all taxes due on said lands for 1894, 1895 & 1896. W. B. Greaves

Satisfied this 6<sup>th</sup> day of November 1874  
F. B. Pratt Trustee

W. P. Hoorn  
20 1/2 D 17  
F. B. Pratt Trustee  
K. P. Weatherby

Filed for Record July 3<sup>rd</sup> A. D. 1874 at 4  
O'clock P. M. & Recorded July 4<sup>th</sup> 1874  
James Poustley CLK

Whereas, I W. P. Hoorn, am indebted to K. P. Weatherby in the sum of Twenty five hundred (2500) dollars evidenced by my three (3) promissory notes of even date herewith one for Two hundred & fifty dollars; one for Twelve hundred & fifty dollars & one for one thousand dollars. all payable to the order of said K. P. Weatherby three years from date with interest at the rate of 10 per cent per annum, <sup>payable</sup> annually. Now therefore, in consideration of the premises and for the purpose of securing the payment of said debts, I the said W. P. Hoorn hereby convey and warrant to F. B. Pratt Trustee, the following described property in Madison County Mississippi to wit: That certain lot in the City of Canton, with Store House thereon, situated on the S E corner of the public square of said city, said lot being designated on the original plot of the city of Canton as S 1/2 Lot No. 4 Square 208 and designated on the map of Canton by J. P. George as lots No 15 & 16 on east side of Liberty Street. The Store House thereon being now occupied, one by B. E. Jones as a drug store & one - a. S. Wandy as a dry goods store

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

Out of the proceeds of such sale, said Trustee shall pay the expenses of executing the provisions of this deed including five per cent of the said proceeds to said Trustee for his services, and shall pay such of the debts herein secured, as may there be unpaid, with all interest due thereon, and the residue, if any, pay to the grantor herein. Said sale shall be advertised by written notice thereof posted at the South door of the Court House, at Canton, in said county, for 10 days prior to day of sale. Such sale shall be made at said Court House door

The grantor herein, hereby covenant with the said K. P. Weatherly that he will keep the buildings upon said premises insured for the benefit of said K. P. Weatherly and his assigns, and that he will keep the Taxes upon said property paid; and upon failure of said grantors to so insure, or to so pay said Taxes, the said K. P. Weatherly or his assigns may insure said property, and pay said Taxes, and the amount so paid by said K. P. Weatherly or his assigns for Taxes and insurance shall be added to the debts above mentioned, and payment of same shall be secured by this deed. If any of the notes above mentioned shall not be paid when due, or if the grantors herein shall fail to perform any of the covenants herein, or shall fail to pay the interest on said notes annually, then and in either of said events, all the debts secured by this deed shall at the option of the said K. P. Weatherly or his assigns, become at once due and payable and payment thereof enforced by said Trustee in the manner herein before provided.

Said K. P. Weatherly or his assigns may in writing, appoint some other person to act as Trustee in place of said F. B. Poath, whenever he may deem it necessary or expedient so to do, and such appointee shall become vested with all the powers herein conferred upon said F. B. Poath.

Witness my hand this 3 day of July, 1874

The words or shall fail to pay the interest on said notes annually were inserted before signing

W. P. Horn *(initials)*

State of Mississippi }  
Madison County }

Personally appeared before the undersigned E. C. Postell J. P. of the said county, the within named W. P. Horn, who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act & deed

E. C. Postell J. P.  
& Notary Public



Margaret E. Rogers } Filed for Record July 5<sup>th</sup> A. D. 1894  
 To 3 Quit Claims } at 12 o'clock A. M. & Recorded July 6<sup>th</sup> 1894  
 Joel F. Johnson } James Pristley Clerk

In consideration of one dollar cash in hand paid me by Joel F. Johnson the receipt of which is hereby acknowledged. I Margaret E. Rogers do hereby convey & quit claim with the said Joel F. Johnson the following lands in Madison County State of Mississippi - to wit: -  
 The NE 1/4 less 40 acres off the South end in Sec. 4. Town. 7. Range 2. East and 60 acres off the South end of SE 1/4 Sec. 33. Town. 8. Range 2 East the same having<sup>been</sup> by mistake conveyed to me by Joel F. Johnson by deed of release recorded in Book 12 page 458 in the Chancery Clerk's office for said County. Witness my hand & seal this 5<sup>th</sup> day of January A. D. 1894  
 Margaret E. Rogers *(seal)*

State of Mississippi; Personally appeared before the undersigned Madison County 3<sup>rd</sup> a Notary Public of the City of Canton County & State aforesaid Miss. Margaret E. Rogers, who acknowledged that she signed and delivered the foregoing deed on the day and year therein named and for the purpose therein expressed Witness my hand & seal this 5<sup>th</sup> January 1894  
 Robert Powell Notary Public

Geo. W. Carlisle } Filed for Record July 5<sup>th</sup> A. D. 1894 at 3 o'clock P. M.  
 To 3 Quit Claims } & Recorded July 6<sup>th</sup> 1894  
 Joel F. Johnson } James Pristley Clerk *(seal)*

In consideration of one dollar cash in hand paid me by Joel F. Johnson the receipt of which is hereby acknowledged. I Geo. W. Carlisle do hereby convey & quit claim unto the said Joel F. Johnson all of my right title & interest of in & to the following described lands lying being situated in Madison County State of Mississippi To wit: - The NE 1/4 less 40 acres of the South end, in Sec. 4 - Town. 7. Range 2 East & sixty acres off of the South end of the SE 1/4. Sec. 33. Town 8. Range 2. East being the Land I purchased at Tax sale on March 5<sup>th</sup> 1888. Witness my hand & seal this 2<sup>nd</sup> day of January. A. D. 1894  
 Geo. W. Carlisle *(seal)*

The State of Mississippi  
 Hinds County } Before the undersigned, Clerk of the Circuit Court in and for said County and State. This day personally appeared G. W. Carlisle, and acknowledged that he signed, sealed & delivered the foregoing Deed, as his own act and deed, for the purpose therein mentioned <sup>in and for said County and State</sup> Witness my hand and seal of office, at Jackson, Miss. this 4<sup>th</sup> day of January 1894  
 J. B. Neal Clerk *(seal)*

E. W. Andrews &  
 E. W. Andrews } Filed for Record July 5<sup>th</sup> A. D. 1894 at 5 P. M.  
 To J. Deed } + Recorded July 6<sup>th</sup> 1894  
 Wm. Thompson } James Pristley clk.

In consideration of the sum of three hundred dollars cash in hand paid me by Wm. Thompson the receipt of which is hereby acknowledged. We Emma W. Andrews and Charles W. Andrews do hereby convey and warrant unto the said Wm. Thompson forever the following described lot of land lying and being situated in the City of Canton County of Madison State of Mississippi. To wit  
 Beginning at the South East corner of the lot now occupied by E. D. Lewis on the North side of Academy Street and then running North along the line 200 feet thence East 77 1/3 feet and thence along the line of Mrs. Fanny E. Deans South 200 feet and thence West 77 1/3 feet to the point of beginning  
 Witness our hands and seal this the 5<sup>th</sup> day of January 1894

State of Mississippi  
 Madison County }

Emma W. Andrews *(seal)*  
 Charles W. Andrews *(seal)*

Personally appeared before the undersigned J. Pristley, Clerk of the Chancery Court of the said County the within named Emma W. Andrews and Charles W. Andrews who acknowledged that they signed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed  
 Given under my hand and official seal at office this 5<sup>th</sup> day of January A. D. 1894  
 James Pristley clk. *(seal)*

Joseph K. Bardin } Filed for Record July 6<sup>th</sup> A. D. 1894  
 Ella Bardin } at 8 o'clock A. M. + Recorded July 6<sup>th</sup> 1894  
 To J. Deed } James Pristley clk.  
 R. W. Horton }

In consideration of the sum of six hundred Dollars \$600<sup>00</sup> to us in hand paid by R. W. Horton the receipt whereoff is hereby acknowledged we do hereby bargain sell convey and warrant unto the said R. W. Horton all our right title and interest in the following described property to wit. The west half of the South East quarter of section Twenty Eight of Township Eight Range Two West less 3 acres on the west side of Public Road sold to Dave

Smith all lying and being in the County of Madison and the State of Mississippi and containing Eighty acres more or less witness our signatures this 5th day of December A. D.

Joseph K Bardin Real  
Ella Bardin Real

The State of Mississippi }  
Madison County } 3

This day appeared before me a Justice of the Peace in and for said County and State Joseph K Bardin and his wife Ella Bardin who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed

witness my hand this 5th day of December A. D. 1873  
W. B. Atkinson J. P.

L. M. Glasscock Guardian  
Do 3 Deed  
R. Horton

Filed for Record July 6th A. D. 1874 at  
8 o'clock A. M. & Recorded July 6th 1874  
Jas Priestley Clerk

By virtue of the Authority conferred upon me as Guardian of Lula M. Glasscock, minor, by Decree of the Chancery Court of the first Dist of Hinds County Mississippi in the afore-said Estate, and in consideration of the sum of Eighty dollars cash in hand to me paid I hereby warrant sell, and convey to R. Horton, the following land, lying in Madison County Mississippi to wit! - The S E 1/4 S W 1/4 Sec. 30. Town. 8. R. 3. W being the undivided one half interest of said minor therein witness my signature this 1 day of July 1873

Lula M. Glasscock  
Guardian

The State of Mississippi }  
County } 3

Personally appeared before me member Board of Supervisors in and for said County and State, the within named L. M. Glasscock who acknowledged she signed and delivered the foregoing deed on its date, as Guardian, as stated therein.

Given under my hand this 18th day of July 1873

R. W. Long M. B. S

B. L. Roberts &  
H. H. Stadler  
To 3 Mar. Deed  
Mrs. Lou P. Chambers

Filed for Record July 5<sup>th</sup> A. D. 1894 at 5 o'clock  
P. M. & Recorded July 5<sup>th</sup> 1894  
James Pointing CLK

In consideration of \$1300.00 cash in hand paid B. L. Roberts and H. H. Stadler by Mrs. Lou P. Chambers the receipt of which is hereby acknowledged. We, B. L. Roberts and H. H. Stadler, do hereby convey and warrant unto said Mrs. Lou P. Chambers the following described real estate in the City of Canton, County of Madison, State of Mississippi to wit: 150 feet off the south end of lot 5 in square 8 according to the original plan of the city of Canton and further described as Beginning at the S.E. corner of lot 4 in said square 8 on the north side of Peace St., and running thence East on north side of Peace Street, 100 feet to the S.W. corner of lot 6 in said square 8 and thence North 150 feet and thence West 100 feet and thence South 150 feet to the point of beginning, being same land conveyed by Lucy A. McWillie to Mrs. J. A. Wilson on March 11<sup>th</sup>, 1889, by deed recorded in Book V. V. page 471 in Chancery Clerk's office in said County and State, and by Mrs. J. A. Wilson conveyed to said B. L. Roberts and H. H. Stadler on Sept 10<sup>th</sup>, 1890 by deed recorded in Book G. G. page 592 in Chancery Clerk's office in said County and State

Witness our hands and seals this the 27<sup>th</sup> day of November 1893  
Henry H. Stadler *(Seal)*  
B. L. Roberts *(Seal)*

State of Illinois }  
County of Cook } Personally appeared before me Joseph V. Crane, a Notary Public in & for said County & State, Henry H. Stadler who acknowledged he signed sealed & delivered the foregoing instrument as his act & deed. Given under my official seal of office on this the 27<sup>th</sup> day of November 1893.  
Joseph V. Crane  
Notary Public *(Seal)*

State of Illinois }  
Cook County } I Henry Wulff, Clerk of the County Court of Cook County, the same being a Court of Record, do hereby certify that Joseph V. Crane Esq., whose name is subscribed to the Proof or Acknowledgment of the annexed instrument in writing, was at the time of taking such proof or Acknowledgment, a Notary Public in and for Cook County, duly Commissioned, sworn and acting as such and authorized to take the same; That I am

well acquainted with his handwriting and verily believe that the signature to the said proof or acknowledgment is genuine; and further that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois

In testimony whereof, I have hereunto set my hand affixed the seal of said Court at the city of Chicago in the said County, this 2 day of November 1893  
Henry Wulff Clerk *(seal)*

State of Mississippi, Personally appeared before the undersigned Madison County } a Notary Public in and for the City of Canton  
County & State aforesaid B. L. Roberts who acknowledged that he signed and delivered the foregoing deed on the day and year therein named and for the purpose therein expressed  
Witness my hand and official seal this 2<sup>nd</sup> day of July 1894  
*(seal)* Robert Powell Notary Public

Esaw Ored } Filed for Record July 6<sup>th</sup> A. D. 1894  
Lo } Deed } at 12 o'clock M. & Recorded July 6<sup>th</sup> 1894  
Anthony D. Evans } Jas. Postreay Clerk *(seal)*

"State of Mississippi Madison County"  
In consideration of Two hundred & seventy five Dollars I grant bargain sell convey and warrant to Anthony D. Evans the land described as the NW 1/2 of SE 1/4 and E 1/2 of SW 1/4 less 30 Acres off the North East Sec. 21. T. 12. R. 4. E in the County of Madison and State of Mississippi witness my signature the 4<sup>th</sup> day of July 1894  
Esaw Ored  
mark

The State of Mississippi,  
Holmes County } This day personally appeared before me R. J. Moody Mayor of Goodman & Ex officio a Justice of the Peace for said County and State Esaw Ored, who acknowledged that he signed and delivered the above and foregoing deed of conveyance as his act and deed, and on the day and year therein written

In testimony whereof witness my hand and seal of office this the 4 day of January A. D. 1894



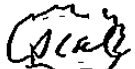

R. J. Moody Mayor of Goodman & Ex officio J. P.

Thos. A. Edwards  
 G. Edwards  
 J. R. Barham  
 E. J. Barham  
 To { Thee  
 Thos. B. Edwards

Filed for record at 11 am Jan 8th 1894  
 and recorded Jan 8th 1894

In consideration of Eight thousand dollars cash in hand paid us by Thos. B. Edwards the receipt of which is hereby acknowledged we Thos. A. Edwards & Charlotte Edwards his wife and J. R. Barham and E. J. Barham his wife do hereby convey and warrant unto the said Thos. B. Edwards forever the following described real estate lying and being situated in Madison County State of Mississippi viz the S. E. 1/4 Sec 14 and Lot 1 section 23 and 100 acres off the south end of Lot 2 in Section 24. All in Township No 7. Range 2 E

Witness our hands and seals this 27th day of Decr 1893

Thomas A. Edwards   
 G. Edwards   
 J. R. Barham   
 E. J. Barham 

State of Mississippi  
 Madison County

Personally appeared before me R. W. Stewart a justice of the Peace in and for said County & State Thos. A. Edwards, Charlotte Edwards, J. R. Barham & E. J. Barham who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned, and for the purposes therein expressed as their own act and deed

Witness our hands and seals this 5th day of January 1894

R. W. Stewart J. P.

Roberta H. Jones  
L. C. Jones  
To } War. Seed  
Mrs C. E. Lewis

Filed for Record July 9<sup>th</sup> A. D. 1894 at  
8 o'clock. A. M. & Recorded July 9<sup>th</sup> 1894  
James Poistley CLK.

For and in consideration of Eighty Dollars  
We, convey and warrant to Mrs C. E. Lewis the following  
described lot of land, lying and being in Madison County  
Mississippi, and more particularly described as follows, to wit  
All of lot 13 in Block A. and fraction parts of lots 11 & 12  
in Block "G" and that part of Walnut Street lying between  
Block A. and Block G. as appears of record in a certain  
map of Larama

Witness our signatures this 3<sup>rd</sup> day of July 1894  
Roberta H. Jones  
Lewis C. Jones

State of Mississippi }  
Madison County }

Personally appeared before me R. W.  
Stewart a justice of the peace of the County and State aforesaid,  
the within named Roberta H. Jones and L. C. Jones  
who acknowledged that they signed and delivered the foregoing in-  
strument on the day and year therein mentioned  
Given under my hand this the 4<sup>th</sup> day of July 1894  
R. W. Stewart J. P.

Susan S. Hoffmann  
To } Seed  
Edmond Scarborough

Filed for Record July 8<sup>th</sup> A. D. 1894 at  
3 o'clock P. M. & Recorded July 9<sup>th</sup> 1894  
James Poistley CLK.

In consideration of five hundred dollars  
to be paid by Edmond Scarborough, I Susan S. Hoffmann  
do hereby convey and warrant to said Scarborough the  
following lot of land South of and near the Southern  
boundary line of Canton Mich. Beginning at a point  
on the South side of a street running East & West on the  
Section line dividing Sections 24 & 25. T. 9. R. 2. East  
where said street intersects the right of way of the S. C.  
R. R. Co. which point is 23 chains & 30 links due west  
from the S. E. corner of said Section 24. Thence southerly  
along the said right of way 7. chains & 60 links thence  
due East 7. chains & 16 links, thence N. 21° 12' E. 7. chains  
& 60. Links to the South side of said street thence west  
along said street 7. chains, 6. Links to point of beginning  
Containing five acres more or less

To have & to hold the same to him the said Scarborough his heirs & assigns forever  
Witness my hand this 8<sup>th</sup> day of January 1844

Susan S. Hoffman

State of Mississippi  
Madison County } Personally appeared before the undersigned  
Jas Priestly, Clerk of the Chancery Court of the said County,  
the within named Susan S Hoffman, who acknowledges  
that he signed and delivered the foregoing Deed on the day  
and year therein mentioned, as his act and deed  
Given under my hand and official seal, at office, this 8<sup>th</sup> day of Jan  
A. D. 1844  
Jas Priestly, Clerk

Elara A. Hughes & } Filed for Record January 8<sup>th</sup> A. D. 1844 at  
C. H. Hughes } 3 o'clock P. M. & Recorded Jan 9<sup>th</sup> 1844  
Is 1/3 War. Deed } James Priestly  
J. E. Grafton }

In consideration of the sum of Three  
Hundred & nine 181.00 Dollars cash in hand paid us by  
Jane Elizabeth Grafton the receipt of which is hereby  
acknowledged and the payment by said Grafton of all  
of the liens due the Home Mutual Building & Loan as-  
sociation of Canton Miss upon the property herein after  
described which she has this day assumed & agreed to pay  
said Lien amounting this day to the sum of Six  
Hundred & ninety 821.00 Dollars we Elara A. Hughes &  
Charles H. Hughes do hereby convey & warrant unto  
the said Jane Elizabeth Grafton forever the following  
described real estate lying being situated in the City  
of Canton County of Madison & State of Mississippi  
to wit: - Beginning at a stake on the East side of  
Liberty Street 410 feet South of the South Eastern corner  
of the intersection of Liberty Street with Academy Street  
& running thence East 400 feet to a stake & thence  
South 100 feet to a stake & thence West 400 feet to  
Liberty Street & thence North along the Eastern margin  
of Liberty Street 100 feet to the point of Beginning  
being Lot No. 30 on the Eastern side of Liberty Street  
as laid down in the map of said City now in  
the Chancery Clerk's office of said County prepared by  
J. P. George a civil Engineer. The Taxes for 1843



are paid & the said Grafton shall pay the Taxes for 1894 upon said property

witness our hands & seals this the 8th day of January A. D. 1894

Clara A. Hughes Real

C. H. Hughes Real

State of Mississippi }  
Madison County }

Personally appeared before me James Poistly, a Chancery Clerk in and for said State and County. Clara A. Hughes and C. H. Hughes who acknowledged that they signed and delivered the foregoing deed on the day and year therein named as their own act and deed. Given under my hand & seal this January 8th A. D. 1894

James Poistly clerk

W. H. Milton &  
Mary A. Milton  
Zoly Beed  
Wesley Chappel Methodist  
Episcopal Church

} Filed for Records July 9th A. D. 1894  
} at 4 o'clock P. M. & recorded July 9th 1894  
} James Poistly clerk

} This Indenture Made this 27th day of December in the year of our Lord, one thousand eight hundred and ninety three by and between W. H. Milton and wife Mary A. Milton of County of Madison State of Mississippi of the first part, and Henry Cusley, Rymun Martin & Orange Hamblen Trustees Methodist Episcopal Church of Wesley Chappel County of Madison State of Mississippi of the second part; Witnesseth, that the said party of the first part, for and in consideration of the sum of Fifteen (15<sup>00</sup>/<sub>100</sub>) Dollars lawful money of the United States of America, to said first party well and truly paid by Henry Cusley Orange Hamblen and Rymun Martin Trustees of Wesley Chapel of said party of the second part, at and before the executing and delivering of these presents their receipt of which is hereby acknowledged have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto said party of the second part their successors and assigns, all that tract and parcel of land situated in County of Madison State of Mississippi described as follows, to wit: One acre of Land containing one hundred and ten (110) yards from the South west corner of the West 12 of South East 14 Section 23. Township 12 Range 4 East running north sixty nine and a half (69 1/2) yards thence East sixty nine and a half (69 1/2) yards thence

South sixty nine and a half  $69\frac{1}{2}$  yards thence west sixty nine and a half  $69\frac{1}{2}$  yards to the beginning - all in Section 23. Townships 12. Range 4 East.

Together with the rights, members, privileges, and appurtenances, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the same, unto said party of the second part, their successors and assigns.

In trust, for the use and benefit of the ministry and membership of the Methodist Episcopal Church in the United States of America; subject to the Discipline, usage and ministerial appointments of said Church, as from time to time authorized and declared. And if soever the proceeds shall be disposed of and used in accordance with the provisions of said Discipline of the said Methodist Episcopal Church.

And the said W. W. Milton and M. A. Milton for their heirs, executors, administrators, successors and assigns do covenant with the said party of the second part their successors and assigns, ~~do covenant with the said party~~, that at the sealing and delivery hereof, the said W. W. Milton and M. A. Milton were the owner in fee simple of the said premises hereby granted or intended so to be; that the same are free and clear of all charges and incumbrances whatsoever; and that they will warrant and forever defend said premises with the appurtenances thereto belonging, unto said party of the second part their successors and assigns, against the lawful claims of the said W. W. Milton & M. A. Milton their heirs, executors, administrators, successors or assigns, or any person or persons claiming or to claim title to the same or any part thereof.

In witness whereof, the said parties of the first part have hereunto set their hand and seal the day and year first above written

Executed in presence of  
Minnie C. Fleming  
Katie E. Cobb

W. W. Milton  
Mary A. Milton

State of Mississippi. On this 27<sup>th</sup> day of December A. D. 1893, before County of Madison me Samuel Milton a justice of the Peace duly commissioned in and for said County personally appeared W. W. Milton and M. A. Milton his wife, to me personally known to be the grantor named herein and who executed the within instrument of conveyance, and, I having first made known to them the contents thereof they did thereupon severally acknowledge before me that they required, sealed, and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

In full testimony whereof, I have hereunto set my hand and affixed my seal the day and year above said

Samuel Milton J. P. Seal  
v v v