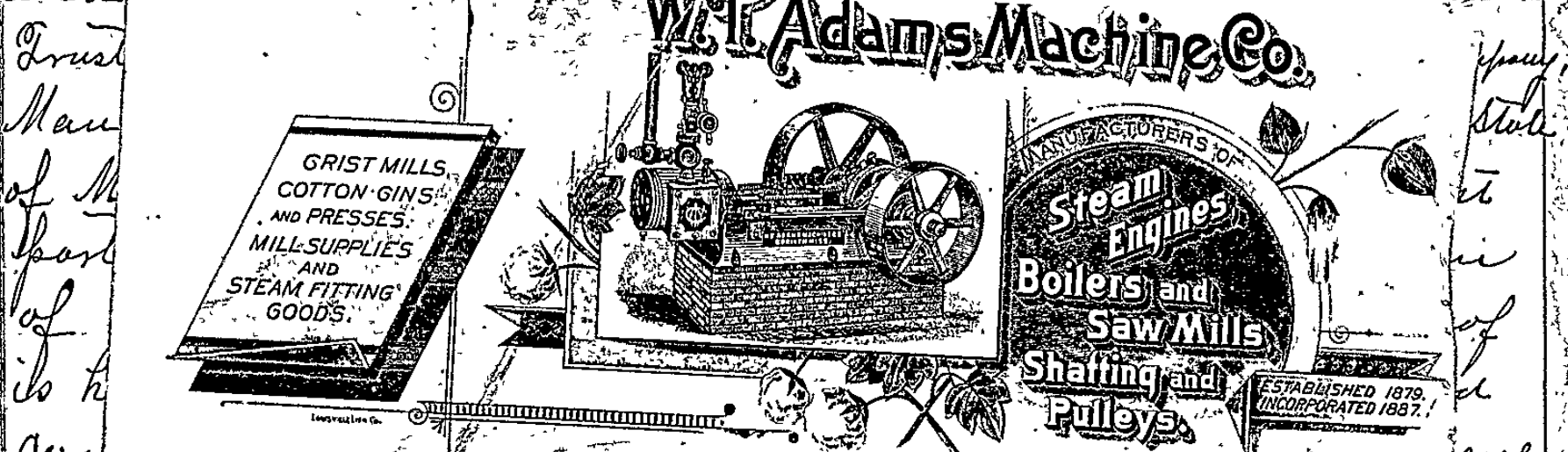


W. B. + K. A. Stinson } Filed for Record August 17th A.D. 1894
 For M. Ross Trustee for the use of } at 8 o'clock A.M. & Recorded Aug 17th 1894
 W. T. Adams Machine Company } James Priestly CLK

This indenture, made and entered into this 1th day of August A.D. 1894, by and between W.B. Stinson and M. Ross as



Trust
 Man
 of M
 part
 of
 is to
 cer
 an
 cer
 ind
 for
 Ou
 cy
 the
 lu
 Co
 W
 A
 of
 to us in full

Sproul
 State
 in
 of
 d
 sell
 suc-
 or
 eq
 x 16"
 order
 boiler
 the
 sippi
 e county
 the
 pos-
 The ap-
 that
 his con-
 own
 the said
 Sixty
 contracts

Corinth, Miss. Aug 29 1895
 Chauncy Clerk
 Canton Miss.

Dear Sir: C.C.C. pg 302
 Please cancel our joint records for us trust deed executed by W. B. Stinson & wife and recorded in Book C.C.C. page 302, some having been satisfied by payment to us in full.

Yours Truly

W. T. ADAMS MACHINE CO.
 Secy

Dollars, evidenced by two several promissory notes as follows, to-wit: One for the sum of \$220⁰⁰ dollars, dated the 6th day of Aug. A.D. 1894, and due and payable on the 1st day of December A.D. 1894. One for the sum of 140⁰⁰ dollars, dated the 6th day of Aug. A.D. 1894 and due and payable on the 1st day of November A.D. 1895 with interest on each from date at the rate of Eight per cent per annum until paid, and in each of which said notes it is specified among other things that the legal title

to the said Machinery, for the purchase money of which notes were given and which is not waived hereby, was and is reserved in the said third party until full payment of all the said notes therefor, together with all the interest accrued thereon, and to more effectually secure and make certain the payments of the said promissory notes or contracts as herein above described. This conveyance is executed. Now if the said first parties shall pay off and discharge said notes as they respectively fall due together with all the interest accrued thereon, and the costs of executing and recording this conveyance, then the same shall be void and of no effect. But if default shall be made in the payment of the said promissory notes or contracts, or either of them, or any part thereof or either of them as they shall respectively and successively fall due as herein above provided, then and in that event, each and all of said notes, whether due or not, according to the tenor and effect thereof, shall be taken and considered as being payable and collectible from the date of such default. And the said second party, his successor or successors shall at the request of the said third party, his assignee or personal representatives with or without first taking possession of the said property, and with or without having it present at day of sale and after having given five days notice of the time, place and terms of sale by posting notices thereof in at least three public places in the county and state wherein said property is situated, proceed to sell the same to the highest and best bidder and purchaser for cash at the place named in such notice, and apply the proceeds, arising therefrom, first to the payment of preparing and recording this instrument second, to the payment of two and one-half per cent commissions thereon to said Trustee or his successor and the necessary expenses incurred by him in executing said Trust, which shall also include reasonable attorney's fees by him incurred. Third, to the payment of the said promissory notes or indebtedness herein secured and the overplus, if any, then to be paid to the said first parties or whoever may be entitled to the same. And in the event of a sale of said property by said Trustee he shall make as good and valid a title to the same as the first and third parties could now make. It is further understood and agreed between the parties hereto that the said first parties do to retain possession of said property until default in the payment of one or either of

said notes, and that the said third party or assignee or personal representatives are hereby granted the right, power and privilege at any time at their option to appoint another trustee in the place of the said W. M. Ross to carry out and execute the trust - and to change the said trustee as often as said third party may so desire, which appointment may be in writing and exhibited at this said sale in the event of a sale thereof. And the said first parties hereby waive and relinquish all right of redemption and consent that the purchaser, in the event of sale of said property, or any part thereof, take a perfect and indefeasible title in and to the same.

In testimony whereof, the first parties herunto set their hand and seal the day and year first above written

W. B. Stinson
K. A. Stinson

State of Mississippi
Madison County } Personally appeared before me James
Priestley a Chancery Clerk in and for the State and County
aforesaid, the within named W. B. Stinson & K. A. Stinson
husband & wife, who acknowledged that they signed and de-
livered the foregoing instrument on the day and year
therein mentioned

Given under my hand this 13th day of August A.D. 1894

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

B. E. & C. A. Young } Filed for Record Aug 17th A.D. 1894
Toz Deed } at 8 o'clock a.m. & Recorded Aug 17th 1894
W. H. Hickerson } James Priestley Clerk

We B. E. & C. A. Young do by these presents convey and warrant to W. H. Hickerson, in consideration of the sum of Five hundred (\$500⁰⁰), this day paid to us by the said W. H. Hickerson, the following tract or parcel of land lying and being in the County of Madison and State of Mississippi to wit:

Beginning in the Centre of the Jackson and Canton dirt road at the S. E. corner of a plat of land previously sold to said Young by Grantor, the deed to which is recorded in Chancery Clerk's office of Madison Co. Miss in Book W. W. page 73, and running thence East 6.45-Chains to a Stake, thence North 23° 45' E 15.50 Chains to the a Stake, thence due West, 6.45-Chains to the N. E. corner of said Youngs fence, and thence South

25° 45' N. 15-50 chains along said Youngline to the point of beginning, containing less - more or less, said land lying in the South side of the N.E. 1/4 Sec. 8, T. 7. R. 2 East witness our hands this the 7th day of August A.D. 1894

C. E. Young
C. A. Young

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 C. E. & C. A. Young who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned Given under my hand this the 11th day of August A.D. 1894

R. W. Stewart J.P.

Randall Jackson & Puffus Trozier
Filed for Record 20th day of August 1894
Recorded Aug 20th 1894

In consideration of the sum of One dollar each in hand paid us and the further consideration of the failure on our part to pay two certain promissory notes to W. W. Nichols of one hundred and forty dollars each which notes are hereby agreed as cancelled and paid in full, we hereby certify and warrant to said W. W. Nichols the following lands situated in Madison County Miss. To wit: The N.E. 1/4 of sec 18 T 10 R 4 East.

Witness our hands and signatures this the 20th day of April 1894

Witness: M. Cobb
D. S. Cobb
L. J. Kiser
A. G. Kiser
Randall Jackson
Puffus Trozier

State of Mississippi
Madison County
Personally appeared before the undersigned Clerk of the Chancery Court the above named D. S. Cobb one of the subscribing witnesses to the foregoing deed who being first duly sworn deposeth & saith that he saw the above named Randall Jackson and Puffus Trozier whose names are subscribed thereto sign and deliver the same to the above named W. W. Nichols that he this deponent subscribed his name as a witness in the presence of Randall Jackson & Puffus Trozier that he saw the other subscribing witnesses D. S. Cobb, L. J. & A. G. Kiser sign the same in the presence of said Randall Jackson and Puffus Trozier

the presence of each other on the day and year then named

In testimony whereof witness my hand and seal of said Court this 20th day of August 1894
Jas. M. Smith Clerk
J. M. [Signature]

Illinois Central R. R. Co. Filed for Record Aug 25th 1894 at 8:00 AM
Chicago St. Louis + N. O. R. R. Co. Recorded Aug 25th 1894
Missis. under date of June 2nd 1892 Carral Smith conveyed to the Illinois Central Rail Road Company by a General Warranty deed recorded in the Chancery Clerks office Madison County Mississippi the 2nd day of June 1892 a certain tract of land in Madison County Mississippi.

Now therefore in consideration of the sum of One dollar in hand paid by the Chicago St. Louis and New Orleans Rail Road Company, the said Illinois Central Rail Road Company does by these presents hereby release, remise and forever quit claim unto the said Chicago St. Louis and New Orleans Rail Road Company the above said tract of land, the said tract being in the County of Madison State of Mississippi and more particularly described as follows, to wit: Lying and being situated in the County of Madison State of Mississippi and within the corporate limits of the City of Canton to wit, Commencing at a point where the Northern boundary of North Street crosses the Eastern boundary of the right of way of the Illinois Central Rail Road, Thence East along the Northern boundary of said North Street, Fifteen feet, Thence in a North Easterly direction and parallel with said Rail Road Seven hundred and twenty feet to a stake, Thence West fifteen feet to the right of way of said rail road, Thence South along the Eastern boundary of the right of way of said rail road Seven hundred and twenty feet to the point of beginning.

Attest: Dated this 22nd day of Aug 1894
John Nunn, Secy. J. M. [Signature] Vice Pres.
Illinois Central Railroad Company

State of Illinois
County of Cook

I, Edward P. Skene a Notary Public in and for said County in the State aforesaid do hereby certify that J. C. Helling Vice President Illinois Central Rail Road Company personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth as Vice President of the Illinois Central Rail Road Company

Notary seal

Given under my hand and Notary seal this 23rd day of August 1894
Edward P. Skene
Notary Public

John C. Mansell Filed for Record Aug 27th 1894
To W. H. Ward Clerk at 8 1/2 am
J. M. Dotson Recorded Aug 27th 1894

In liquidation of Ten Dollars I convey and warrant to J. M. Dotson Lots 6, 8, 10 and 12 in Con- pule City each 40 ft front and running back 160 feet. the same having been deeded to me by Mrs. H. Milton and recorded in Book of A. H. page 314 Given this the 5th of Feb 1894
John C. Mansell

State of Mississippi
Madison County

Personally appeared before me a Justice of the Peace of the State and County aforesaid John C. Mansell who acknowledged that he signed and delivered the above and foregoing deed of conveyance as his own act and deed on the day and year therein mentioned
Witness my hand this 5th of Feb 1894
Saml. Milroy J.P.

John Le Mausell \int Filed for Record Aug 27th 94 at
To \int Mar Reed \int 80.00
Jm Dotson \int Recorded Aug 27th 1894

In consideration of Two Hundred and Twenty Five Dollars I convey and warrant to J M Dotson one lot situated in Lempire City Madison Co. Miss. the same being # Eighty East and West by 50 ft North and South and a portion of the original lot deeded by Wm McMillie to R D Redmond and recorded in Book 22 page 541 of County Records

Witness my signature this the 5th day of Feb 1894

John Le Mausell

State of Mississippi \int
Madison County \int

Personally appeared before the undersigned Justice of the Peace of the County aforesaid John Le Mausell who acknowledged that he signed and delivered the above and foregoing deed as his own act and deed on this 5th day of Feb 1894

Witness my hand this the 5th day of Feb 1894
Saml Patton J.P.

John Le Mausell \int Filed for Record Aug 27th 1894 at 80.00
To \int Ole Reed \int Recorded Aug 27th 1894

Jm Dotson \int In consideration of Five (5.00) Dollars I sell and convey to J M Dotson without warrant one lot in Lempire City beginning at the North West corner of the Redmond lot containing West fifty feet thence North fifty feet East fifty feet and thence to the beginning and I hereby certify the same on this the 5th day of Feb 1894

John Le Mausell

State of Mississippi \int
Madison County \int

Personally appeared before the undersigned Justice of the Peace of the County aforesaid John Le Mausell who acknowledged that he signed and delivered the above and foregoing deed as his own act and deed on this 5th day of Feb 1894

Witness my hand this the 5th day of Feb 1894
Saml Patton J.P.

Willie S. Thompson
Deed
Florida E. Childress

Filed for record at 10 o'clock AM Aug 29th/894
And recorded August 29th 1894
James. P. Pretty Clerk

In consideration of seventy five dollars cash in hand paid me by Florida E. Childress, wife of A. S. Childress, the receipt of which is hereby acknowledged, and the further sum of One hundred dollars, as is evidenced by her note of even date herewith due and payable to me on December 1st 1894. To secure which a vendors lien is hereby reserved and retained upon the land hereinafter described. I Willie S. Thompson one of the children of Noah. H. and Florida E. Thompson, do hereby convey and warrant unto the said Florida E. Childress forever all my right title claim and demand of and in the following described lands, lying and being situated in Madison County State of Mississippi. To wit:

The North 1/2 East 1/2 North East 1/4 less 8 Acres off the north end in section 33. And the North 1/2 North West 1/4 less 7 Acres off north end in section 34. And West 1/2 North East 1/4 and North West 1/4 less 10 Acres off the side of the East 1/2 South West 1/4 and South East 1/4 section 35 All in Township No 9. Range 1 West

Witness my hand and seal this 21st day of June 1894
W. S. Thompson (Deed)

State of Texas
County of Menard

Personally appeared before me J. D. Ballan, an acting County Clerk in and for said County and State, Willie S. Thompson, who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned for the purposes therein expressed

Witness my hand and official seal this 5th day of July AD 1894

Jos. D. Ballan
County Clerk
Menard Co Texas

E. W. Andrews
G. W. Andrews
To J. Dean
Eva. S. Harrison

Filed for record at 10 O'clock Am.
August 30th 1894
And recorded August 30th 1894

James Poverty Clerk

In consideration of the sum of two hundred and fifty (\$250⁰⁰) dollars cash in hand paid us by Mrs Eva. S. Harrison the receipt of which is hereby acknowledged by Emma W. Andrews and Chas. H. Andrews do hereby convey and warrant unto the said Eva. S. Harrison forever the following described lot of land lying and being situated in the city of Canton County of Madison and State of Mississippi to-wit.

Beginning at the south east corner of the lot now occupied by Mrs Danna E. Dean on the north side of Academy Street and then running north along her line two hundred feet thence east 77 1/3 feet thence south along the line of Mrs A. Ains lot 200 feet to Academy Street thence West 77 1/3 feet to point of beginning Witness our hands and seal this 28th day of August 1894.

Emma W. Andrews
Chas. H. Andrews

State of Miss of ippe
Madison County

Personally appeared before the undersigned James Poverty Clerk of the Chancery Court of said County the within named Emma W. Andrews and G. W. Andrews 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 28th day of August 1894

James Poverty Clerk
J. W. Lybman D.C.

As paid to

Canton Miss
July 30, 1894

W. H. Powell }
Canton }
Miss }

We the undersigned registered bond holders of Madison County Fair Association representing in the aggregate twenty five (25) per cent of the bonds of said Association hereby request and require you as Trustee under a certain deed of Trust given said bond holders to proceed, advertise and sell said property of the Madison County Fair Association according to the terms and provisions of the deed of trust default having been made for more than 6 months in performance of conditions in said mortgage

- George Hardy Trustee
- V. W. Holland
- John R. Cameron
- S. T. McKee
- R. W. Dufey
- Ortis Polio
- Isidor Cross
- A. S. Cross
- Stokes Row

- C. Lincoln & Co
- Ch. Allen
- W. Parker
- B. Roberts
- S. Frost
- J. Levy
- C. S. Priestly
- A. Hunter
- Ch. C. Simkins
- W. H. Powell
- R. W. Dufey & Co.

By virtue of the rights powers and privileges vested in me W. H. Powell Trustee by the terms and provisions of that deed of trust executed on the 1st day of July A. D. 1889, by the Madison County Fair Association which deed is recorded in book VV on page 389 et seq thereof in the Chancery Clerk's office for Madison County, Mississippi, the indebtedness secured thereby being past due and unpaid and I having been requested by the proper authority to execute said trust

by a sale of the property therein con-
 veyed, I, W. H. Powell, Trustee, named in said
 deed of trust, to execute and enforce the same,
 will on the 1st day of September A. D. 1894,
 between the hours of 11 A. M. and 4 P. M. o'clock
 before the South door of the Court House in
 Canton, Mississippi, sell at public auction,
 to the highest bidder, for cash, the following
 described property, being, being and situated
 in the City of Canton, County of Madison, and
 State of Mississippi, to-wit: The property de-
 scribed and referred to in said deed of
 trust & particularly described as that property
 that is mapped and recorded in book W. H. page
 561 in said office said map was prepared by
 J. P. George and the property surveyed by him
 in May 1858, the tract of land being partly
 in section 24 T9 R2 East and partly in section
 19 T9 R3 East and described with reference to said
 map as follows begin at the north west corner
 of section 19 T9 R3 East and run West 250 feet
 then South 157 feet to the point marked on
 said map A and thence around the circum-
 ference of the circle as shown by the arrow
 to the point marked B which is on a line
 due South from A 267 feet thence South
 326 feet to the Fellows property thence East
 250 feet thence South 150 feet thence East
 200 feet thence South 100 feet thence East
 250 feet thence North 200 feet thence East
 350 feet thence North 100 feet thence
 West 500 feet to the point of beginning
 containing 20 $\frac{4}{100}$ acres & being the same
 land as is described in the deed to said
 Fair Association recorded in books A B
 pages 508, 509, 556 and B. O. pages 98
 and 99 in said office together with all
 the rights, powers, privileges and fran-
 chises conveyed to me by said deed of
 trust witness my hand and seal this
 first day of August 1894

Advertised in Canton Times for W. H. Powell
 four successive weeks before sale. W. H. Powell
 Trustee

The State of Mississippi
Madison County

Before me Jas. Priestley, Clerk of the Chancery Court in and for said County, this day personally came M. L. Dinkins editor and etc. of Canton Times a newspaper published in the town of Canton in said County who being duly sworn says that the notice, a copy of which is hereto attached, was published in said newspaper for four successive weeks to wit:

Vol	number	date	
2	31	August 3rd	1894
"	"	" 32	" 10th "
"	"	" 33	" 17th "
"	"	" 34	" 24th "

And I, the said Jas. Priestley do certify the above affidavit was this day subscribed and sworn to before me; that the several numbers of said newspapers have been produced before me; that I have compared the publications above referred to with the copy hereto annexed, and that the same is correct and truly made. Given under my hand and the seal of said Court, this the first day of September 1894.

Jas. Priestley Clerk.

Whereas, on the first day of July A. D. 1889 The Madison County Fair Association executed to me, W. H. Powell, trustee, a certain deed of trust which is recorded in book O. D. page 579 et seq in the Chancery Clerk's office for Madison County Mississippi; and whereas the indebtedness and obligations secured thereby was on the first day of August A. D. 1894, past due and unpaid; and whereas, I have been requested by the proper authority to execute and enforce said trust by a sale of the property hereinafter described; and whereas, I did write or have printed a notice, that I, to execute and enforce said trust, would on the first day of September A. D. 1894, between the hours of 11 A. M. and 4 P. M.

o'clock, before the South door of the Court House in
 Canton, Mississippi, sell at public auction, to the highest
 bidder, for cash, the property hereinafter described,
 and whereas, I did publish said notice on the first
 day of August A. D. 1894 in the Canton Times a
 newspaper published in said County for four con-
 secutive weeks there after and whereas, on this the
 first day of September A. D. 1894 before said Court
 House door at the hour of 11:40 A. M. o'clock, I did offer
 the property hereinafter described for sale at public
 outcry to the highest bidder for cash in the manner
 and form provided by law and said deed of trust
 and notice when O. L. Gross, J. Levy, Lena Surfey,
 A. Center, John W. Womer, Sidor Gross, Carroll Smith,
 John R. Cameron, K. M. Dinkins, Geo. W. Covington & Co.
 B. Frolic, A. A. Parker appeared and bid therefor
 the sum Thirteen Hundred and Fifty dollars each
 on the proportions hereinafter named which
 was the highest bid for cash and said property
 was knocked off them in the proportions hereinafter
 stated and they declared to be the purchasers
 thereof, and whereas, said purchasers in said
 proportions have paid to me in cash the sum
 of Thirteen Hundred and Fifty Dollars, the amount
 of said bid the receipt of which is hereby acknowl-
 edged; and whereas, I have fully complied with
 the law, said deed of trust and notice, both
 precedent and subsequent to said sale. Now therefore
 in consideration of the premises and the payments
 to me of said purchase money by the purchaser thereof, I
 W. H. Powell, Trustee, as aforesaid, ~~J. W. Womer, Sidor Gross~~
~~Carroll Smith, Geo. W. Covington & Co. A. A. Parker~~ do hereby con-
 vey and warrant unto the said O. L. Gross, J. Levy,
 A. Center, John W. Womer, Sidor Gross, Carroll Smith,
 Geo. W. Covington & Co. and A. A. Parker an undivided
 one twelfth (1/12) interest each and to Lena Surfey
 John R. Cameron and B. Frolic one tenth each, and
 to K. M. Dinkins one thirtieth interest of in and to
 all of the right, title, claim and demand of the
 said Madison County Fair Association of, in
 and to, the following described property, being
 being and situated in the City of Canton, County

of Madison and State of Mississippi, to wit:
 all that property, real, personal, and mixed,
 described and referred to in said deed of trust
 and further described as that property that is
 mapped and recorded in book W. Page 561 in
 said office. Said map was prepared by J. R. George
 and the property surveyed by him in May 1888
 the tract of land being partly in sec 24 59 R 2 E
 and partly in sec 19 59 R 3 E and described with
 reference to said map as follows begin at the
 North West corner of sec. 19 59 R 3 E and run West
 250 feet thence south 157 feet to a point marked
 on said map A and thence around the cir-
 cumference of the circle as shown by the arrow
 to the point marked B which is on a line
 due South from A 267 feet thence South
 326 feet to the Fellows property. Thence East
 250 feet thence South 150 feet thence East 200 feet
 thence South 100 feet thence East 250 feet thence
 North 200 feet thence East 350 feet thence North
 800 feet thence West to the point of beginning
 containing 20 ⁶⁴/₁₀₀ acres, intending hereby to convey
 the same land as is described or referred to
 in the deed to said Fair Association recorded in
 books A A pages 508-509-556 and B. B. pages
 98 and 99 in said office together with all
 the rights, powers, privileges, franchises, inci-
 dentals and rights of way land etc conveyed
 to me by said deed of trust and apper-
 taining to and belonging to said Fair
 Association. All interrogations and era-
 sures were made before execution. Wit-
 ness my hand and seal this 1st day of Sept. 1894

W. H. Powell Seal

State of Mississippi ^{Madison} County
 Personally appeared before the undersigned Jas. Priestly Clerk
 of the Chancery Court of said County the within named
 W. H. Powell ^{Trustee} who acknowledges that he signed and
 delivered the foregoing deed on the day and year therein mentioned
 as his act and deed. Given under my hand and official seal, at office,
 this 3rd day of September A. D. 1894
 Jas. Priestly Clerk

William Schick, Filed for Record Sept 8th A.D. 1894
 To 3 Deed } + Recorded Sept 8th 1894
 John Mohr 3 } James Pruitty, CLK

In consideration of Three Hundred and fifty dollars to me paid by John Mohr, I Wm Schick do hereby convey and warrant to said Jno Mohr the following described lot of land in Canton Madison County. To wit: that lot on the East side of Canton Street commencing at the S W corner of a lot owned by John Mohr, said point being 85 feet South of the S W corner of the lot of Mrs Gough thence running South along the line of said Street 85 feet, thence East 480 feet, thence North 85 feet, thence West 480 feet to point of beginning To have and to hold to him said Jno Mohr his heirs and assigns forever
 Witness my hand this 8th day of September 1894
 W. Schick

The State of Mississippi,
 Madison County, } Personally appeared before
 the undersigned James Pruitty, Clerk of the
 Chancery Court of said County, the within named
 W. Schick, who acknowledged that he signed
 and delivered the foregoing Deed on the day
 and year therein mentioned, as he acted and did
 give under my hand and official seal, at office
 this 8th day of Sept A.D. 1894
 James Pruitty, CLK

Cancelled by poor attorney recorded in Book Def-a Page 432
July 20th 1899

Lafayette J Montgomery
To 2 D / 7
Charles B. Currier Trustee
Caldwell & Judah of Memphis Tenn

Filed for Record Sept 11th
A.D. 1894 and Recorded
Sept 11th 1894

James Priestley
This indenture, made by and between

Lafayette J Montgomery party of the 1st part, Charles B. Currier,
of the City of Memphis, in the State of Tennessee, party of the
second part, as trustee and Caldwell & Judah of Memphis
Tennessee party of the third part. Witnesseth: that the said
party of the first part in consideration of the sum of
money hereinafter mentioned, loaned by the party of the
third part to the party of the first part, the receipt whereof
is hereby acknowledged, and the further consideration
of one dollar paid by the party of the second part to the
party of the first part, does hereby grant bargain and
sell, convey and ~~confirm~~ confirm unto the said party
of the second part and his successors, The following describ-
ed real estate, situated in the County of Madison
The North West quarter and all of East half of Section
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 rods
due West of the South East Corner of South West quar-
ter of said section to a point Forty 40, rods due
East of the North West quarter of North West quarter
of said section, said tract containing one hundred
and sixty 160, acres and being all of the 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 the tenements, her-
editaments 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
improvements and machinery, and rents and profits,
unto the said party of the second part, his suc-
cessors and assigns forever
And the said party of the first part does hereby covenant

with the said party of the second part, his successors and assigns that he is lawfully seized in fee of the above said lands and premises; except trust deed between same parties dated Nov 29th 1843 for \$700⁰⁰; that the same are free from all encumbrances, and that they well warrant and forever defend the title to the same unto the said party of the second part, his successor 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 in for the following purposes, to wit: whereas, the said Lafayette & Montgomery indebted to the said party of the third part in the sum of Seven hundred and Fifty \$750⁰⁰, Dollars which indebtedness is for money loaned, and with interest thereon, is evidenced by the following described promissory notes bearing even date herewith, executed by them, to wit:

- One for One hundred and fifty Dollars (\$150⁰⁰) due June first, 1845
- One for One hundred and fifty Dollars (\$150⁰⁰) due June first, 1846
- One for One hundred and fifty Dollars (\$150⁰⁰) due June first, 1847
- One for One hundred and fifty Dollars (\$150⁰⁰) due June first 1848
- One for One hundred and fifty Dollars (\$150⁰⁰) due June first 1849
- One for Fifty Three & 1/2, 100 Dollars (\$53^{1/2}/₁₀₀) due June first 1845
- One for Sixty — Dollars (\$60⁰⁰) due June first 1846
- One for Forty five — Dollars (\$45⁰⁰) due July first 1847
- One for Thirty — Dollars (\$30⁰⁰) due June first 1848
- One for Fifteen — Dollars (\$15⁰⁰) due June first 1849

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, of the present standard of weight and fineness, to the party of the third part, at the office of Caldwell and Judah at Memphis Tennessee with interest at ten per cent per annum after maturity, and contain a waiver of exemptions, and are all, with their accruing interest, intended to be secured by this conveyance.

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

to the actual intention and agreement of the parties, that no more than ten per cent interest shall be paid or received

Now, if the said party of the first part shall well and truly pay, or cause to be paid, each and all of said notes as they respectively fall due, and shall perform all other acts and obligations as herein provided, then this conveyance shall become null and void

But should they fail to pay any of said notes at maturity, or fail to pay taxes before delinquency, or for insurance premiums when due, or to keep and perform any other act, obligation or covenant hereof, or in case there should be any claim, lien or incumbrance affecting the property prior to this trust deed, 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, and all other sums hereby secured, shall at once become due and collectable, at the option of the legal holder of any unpaid note, acting in person or by agent, and no notice of the exercise of such option shall be necessary; and in any such case said trustee or his successor may, when requested by the legal holder of any unpaid note or notes, or his agent, take possession of the real estate and personally hereby conveyed, and of the rents thereof, for the current year, and either with or without entry, sell the same at public auction for cash, as a whole in one lot; or he may sell in such parcels as he sees fit without question of his power so to sell, said sale shall be made at the 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 paper or weekly news paper then published in the county where any of said lands are situated; and if no news-paper is then published in such county, then such publications may be made in any newspaper published at Jackson, Miss, and the said trustee or his successors, with or without

or advertising, is hereby authorized to postpone or adjourn said sale from time to time, for any length of time, at his discretion; or to dismiss or not to make said sale, and the authority and powers given hereunder shall not be discharged by their exercise in case of any default or violation, but may again be exercised as often as any default or violation may exist; and for any sale hereunder the acting trustee is authorized to appoint, in writing, an agent and auctioneer to make such sale for him, in his absence, as fully and validly as if the trustee were present himself conducting the sale. And at any sale hereunder a cash deposit may be required as a condition to the acceptance of any bid.

It is further expressly provided, that the recitals in the trustee's conveyance to the purchaser, shall be full evidence of all matters therein stated, and no further 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 hereto 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 attorney's fees, and the full amount of the debt due and owing to the party of the third part, both principal and interest, and all sums, if any, which shall have been paid by said party of the third part, its successors or assigns, for taxes, repairs, insurance and other charges which would be a lien upon the said real estate, in such order as he may determine; and the remainder, if any, shall be paid over to the said parties of the first part or their assigns, upon reasonable request. If any other legal or equitable remedy is resorted to by the party of the second part or his successor, or by the third party or assigns for the collection or protection of the debt hereby secured, then said parties of the

first part hereby agree to pay, as attorney's fees, ten per cent on the debt hereby secured, and any other necessary outlay for such protection, all of which shall be secured by this trust deed

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, and keep in force, such policies of fire insurance as shall be in his or their judgment seem necessary, not in excess of \$1000.00 upon the dwelling, \$500.00 upon the fire 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 assigns, and the party of the first part hereby agree to promptly pay the premiums for all such insurance, and also to promptly deliver to said trustee or his successor any other policy of insurance existing on any of said buildings, at any time during the existence of said debt. The trustee, beneficiaries, or their agents shall not be in anywise liable to the party of the first part for any failure to take out or keep up such insurance; but shall apply the net proceeds of any loss which may come into their hands under such policies upon the principal and interest, and other items of existing or possible indebtedness named herein, in such order as may be directed by the party of the third part or assigns, unless the true holder of said debt see fit to allow its payment to the party of the first part

They further covenant to pay, before delinquency, all taxes and assessments that may be laid within the State of Mississippi upon said lands, or upon the interest of either the second or third party therein, or upon the note or debt secured hereby while held by a nonresident of the State of Mississippi. But in case any such taxes are laid on the interest of either the second or third parties in said premises, or on the note or debt secured hereby, the party of first part shall

not be bound therefor if such obligation may not legally be made under the laws of Mississippi for the payment by party of first part of such Taxes in full, so as to exonerate the other parties therefrom; but, if such obligation may not legally be made for the payment by party of the first part of the entire amount of such Taxes, but may be made for any part thereof, the party of first part shall be bound to pay the same to the extent that it shall be legal to do so. The intent of the parties is to bind party of first part in this regard only so far as the same can be legally and validly done. Should this deed of trust, or the debt thereby secured, or the interest of the second or third parties in the land, be taxed under any laws of the State of Mississippi, now or hereafter passed, then and in that event all of the principal debt hereby secured, and accrued interest, and any unpaid advance, 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 above said, or to pay said taxes as above stipulated, and to promptly pay off, discharge or buy in any claim, lien or incumbrance which is prior to this trust deed, then the trustee or said party of the third part, its successors or assigns may pay or buy in the same, and the amount so paid, with costs and attorney's fees 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 security in as good and the same condition and 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

proceeds, and to further secure the prompt payment of all sums hereby secured, the parties of the first part do hereby waive all rights of Appraisement sale and redemption in present or after acquired property

In case of the refusal, neglect or incompetency by any act of said trustee or his absence from the State or his decease, then said party of the third part, or any holder of any of said notes or the legal representative or agent of either of them 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 after before named. It is made an express condition of this deed of trust that it shall not be released of record by any one but the person or his authorized agent 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 1st 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 by party of 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 lands not so released until all sums with interest and charges hereby secured are fully paid notwithstanding any such insurance payment, release, extension or extensions

It is further made a condition of this deed of trust that, no trustee's fees herein mentioned, shall be paid as between the trustee and third party or assigns, until the whole sum due the holder of the notes hereby secured shall have been paid fully.

This deed of trust and the notes hereby secured shall without regard to the place of contract or payment be construed and enforced according to the laws of the State of Mississippi where the money

loaned is borrowed and to be used
 In witness where of, The said Lafayette F. Montgomery have
 hereunto set his hand and seal this 10th day of
 September 1894 Lafayette F. Montgomery
 witness; at the request of the grantors
 Daniel R. Ewing

State of Mississippi }
 Madison County } This day personally
 appeared before me, the undersigned, a duly commissioned
 qualified and acting Justice of the Peace 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 in-
 strument, on the day and year therein mentioned, as
 their Voluntary Act and deed
 Given under my hand and seal, this 10th day of Septem-
 ber 1894 seal R. W. Stewart a Justice
 My Commission expires } of the Peace
 on the 1st day of Jan'y 1896. }

J. M. Holly } Filed for Record September 14th
 J. J. Deed } a.d. 1894 at 2 o'clock P. M. and Recorded
 Holly School Trustee } September 14th 1894 Jas. Poistrey clerk

"The State of Mississippi Madison County"
 In consideration of Five Dollars to me in hand paid
 I hereby grant, bargain, sell, convey and warrant to Trustees
 of Holly School Madison County Miss the following
 described land and property, One Acre of land
 situated in the North West corner of the North East
 quarter of Section Twenty one Township Twelve Range
 Four East, Madison County Miss, and twenty feet of
 West side of South East quarter of Section sixteen
 Township Twelve Range Four East, commencing at
 the South West corner running North to Pickens
 public road Attala County Miss
 Witness my signature the 3rd day of September 1894
 Witness J. M. Holly
 W. J. Shrock
 R. L. Little

State of Mississippi }
 Neshoba County } Personally

appeared before me Mayor of Goodman & Ex officio J.P. in and for said County and State R.L. Little one of the subscribing witnesses to the foregoing Warranty Deed who being duly sworn, deposeth and saith, that he saw the within named J. M. Neolly whose name is subscribed thereto sign and seal and delivered the same to said Trustee of Neolly School, that he, this deponent, subscribed his name as a witness thereto, in the presence of the said J. M. Neolly, and that he saw the other subscribing witness W. F. Shrock sign the same in the presence of the said J. M. Neolly, and that the witnesses signed in the presence of each other, on the day and year aforesaid Given under my Hand and seal of Office this 11th day of September A.D. 1894.

H. E. Meyer Mayor of Goodman & Ex officio J.P.

David Haughton Trustee } Filed for Record Sept 17th
 To } Release } A.D. 1894 at 8 o'clock am & Recorded
 John W. Cornelia P. McKay } 3 Sept. 17th 1894 Jas Poetry

Phreas on the first day of June 1892 John W. McKay and wife Cornelia P. McKay conveyed by deed of trust recorded in Book A.A. page 160 Et seq, to David Haughton Trustee for the benefit of the Investment Guarantees Trust Company Limited of Hull England, certain lands in Madison County Mississippi, of which the following described ten acres is part. To wit. Ten acres of land in the South west quarter of Section Eight (8) Township (1) Range Two (2) East. Beginning at the South East corner of the South West quarter of S^e Sec. (8) T. 7 R. 2 E running thence due west 677 ft to the right of way of the Illinois Central Rail Road, Thence N 24° E along S^e right of way 1000 feet to a stake on lot previously sold to J.B. Horn, Thence E 24° S 300 feet to a stake on the East side of said quarter section, Thence due South along the line of S^e 14 section 795 feet to the point of beginning. Now in consideration of the payment of the sum of (\$ 1360⁰⁰) one thousand three hundred and sixty \$9.00 dollars in cash receipt whereof is hereby acknowledged. We the undersigned duly appointed and authorized attorney in fact of David Haughton Trustee and of the

Investment Guarantee Trust Company Limited of Hull, England do hereby release and quit claim the herein above described land from said deed of Trust unto said John H & Cornelia P McKay. The said Mortgage executed June 1, 1892 to remain in full force & effect as a valid lien on all the remaining lands embraced therein. The object & purpose of this instrument being to release from the operation of said mortgage only the land specifically described herein.

Witness our hands and seals this the 6th day of September 1894

Signed Sealed and delivered in presence of Robert Leak J. P. Lockwood Pastor John W. Robinson

John W. Robinson atty in fact N. F. Lemaster atty in fact of David Houghton Trustee & the Investment Guarantee Trust Co Ltd

State of Mississippi County of Ramsey Personally appeared before me Robert Leak a Notary Public within and for the State & County aforesaid at Saint Paul, the within named John W. Robinson who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and Notarial seal at St Paul aforesaid this the 6th day of September 1894

Robert Leak, Notary Public Ramsey Co. Minn

State of Tennessee, ss County of Shelby }

Personally appeared before me Robt M. Beattie, a Notary Public within and for the State & County aforesaid, at Memphis, the within named N. F. Lemaster, Attorney in fact who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand & seal at Memphis, aforesaid, this the 10th day of September 1894.

Robt M. Beattie Notary Public

Real

Deed Record
CCC pp 327-338
Filed for Record Sept 17
A.D. 1894 at 8 o'clock am. &
Recorded Sept 17th 1894
James Priestley

W. E. Glasscock &
M. L. Glasscock
To S D 17
A. M. Nelson Trustee
for use of Jackson Bank

"State of Mississippi County of Madison"
In consideration of \$1000 we convey and warrant
to A. M. Nelson, trustee, the following described
real estate, to wit: Lying, being and situated
in the County of Madison and State of Mississippi,
described by miles and bounds, as follows, to wit:
That certain tract or parcel of land commencing at
a stake at the South East Corner of the South
West quarter of Section Eight (8), Township seven
(7), Range (2) East, and running thence north the
South line of said Section, due West, Six Hun-
dred Seventy-seven (677) feet to the Illinois Central
Railroad Right of Way; thence North Twenty-
four (24) Degrees East, touching the Right of Way
of said Railroad, One Thousand (1000) feet;
thence East Twenty-four (24) Degrees, South Three
Hundred (300) feet to the East side of the quarter
Section line, seven Hundred ninety five (795) feet
to the point of the beginning, making Ten (10) acres more or
less. See Trust, to secure the payment of a certain
promissory note executed by our selves on this
day and delivered to the said A. M. Nelson, trustee,
for \$1000, in favor of the Jackson Bank, a
Corporation organized under the laws of the State
of Mississippi, and domiciled at Jackson, Miss.,
payable on the 1st day of January 1895, with
interest at the rate of Ten (10) per centum per
annum from this day, September 13th, 1894.
If said note shall be paid at maturity this
deed to be void, but if default be made it
is agreed that A. M. Nelson, trustee shall
sell said land at public outcry at Madison
Station Madison County, Miss; for cash, after
advertising the same by posting in three or
more public places in said County for two
days; the time, place and cause of sale, and

Office of Madison Jackson Miss Sept 2nd 1894
Mr. George Kemp. Chan. of Court

See P. plain town to B. 666 page 327 and mark the following - cleared in
Mortgage given by W. E. Glasscock trustee to Jackson Bank 300 feet on North line 16 3/4 or
to secure the debt for the J. M. Nelson and South West - from north line 366 on same line said mortgage has been transferred to them full power

pay what may be due on said note and costs in
this behalf, any balance to be paid to us.

If the trustee aforesaid should fail or refuse to ex-
ecute this trust, it is agreed that the said Jackson
Bank shall appoint another trustee in whom will
be vested all the powers vested in the trustee aforesaid
Witness our signatures this the 13th day of September
A.D. 1894
W. E. Glasscock
M. L. Glasscock

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 W. E.
Glasscock and M. L. Glasscock, who acknowledge
that they signed and delivered the foregoing
instrument on the day and year therein mentioned
Given under my hand this the 13th day of
September, A.D. 1894. R. W. Stewart J. P.

Louise Metzger + } Filed for Record Sept 17th A.D. 1894
Rosa Maas } at 10 o'clock a.m. Recorded Sept 17th 1894.
To } Deed } James Priestley CLK
Albert Maas }

Know all men by these presents, that
We Larry Metzger, formerly Larry Maas, and Rosa
Maas of the City of Meridian, Miss, in consideration
of \$1000 to us in hand paid and for other valuable
considerations, the receipt of which is hereby acknowl-
edged, quit claim and convey to Albert Maas an
undivided fourth interest in and to the following
real estate, situated in the County of Madison,
State of Mississippi, and described as a certain
store house and lot in the town of Livingston,
and also a certain lot in the town of Canton,
being thirty feet off the east side of lot 2 in square
2 of said City of Canton, fronting thirty feet on
Centre Street and running back 26 feet, together
with the brick store house thereon, being the
property conveyed by the Hibernia National Bank
of New Orleans La, to Leopold Maas by deed
recorded in deed Book "H. N." page 89 in the

office of the Chaucery Clerk of Madison County, and also a certain lot adjoining said last described lot and fronting 49 feet on Centre Street and running back 200 feet from said Street, being a part of said lot-2 in square 2 of said County of Captain, together with the frame store-house thereon, and being the lot conveyed by Lehman, Abraham & Co of New Orleans to L. Meas by deed recorded in Deed Book "00", page 232 in the office of the Chaucery Clerk of said County; The said two lots being further described as 79 feet off the East side of said lot-2 in square 2 of the city of Captain, together with all the improvements and appurtenances, it being our intention by this deed to convey to the said Albert Meas all of the interest in said real estate, devised to him by Leopold Meas and which was conveyed to us by said Albert Meas on the 16th day of May, 1852

Witness our signatures this 15th day of Sept, 1894
 Caril Metzger
 Rosa Meas

State of Mississippi
 Lauderdale County

Personally appeared before me, J. N. M. Cormick a Justice of the Peace of the County of Lauderdale, the within named Mrs. Carry Metzger and Miss Rosa Meas, who acknowledged that they signed and delivered the foregoing instrument on the day therein mentioned. Given under my hand and seal this 15th day of Sept, 1894

J. N. M. Cormick J.P.

W. W. and A. J. Warren
 M. J. Ross and Stephen Clay
 B. F. Passmore and K. M. Gay
 To J. Quit Claim Deed
 E. J. Passmore

Filed for Record Sept 17th A.M.
 1894 at 8 o'clock A.M. and Recorded
 September 17th 1894.
 James Pristley Clerk

In consideration of the sum of Thirty Five (\$35.00) Dollars Cash in hand paid to each of us before the sealing & delivery of these presents We each, hereby convey, release, and Quit Claim to E. J. Passmore all our rights title & interest in & to the following described lands, lying situated & being in the County of Madison & State of Miss to wit: All that portion of E 1/2 S W 1/4 sec - 36, T. 10. R. 1. E. North of a private road running from Panther Creek bridge to the Warren Place and North of and contiguous to S end of rest of said subdivision less about 10 acres off of East side also all that portion of N 1/2 S W 1/4, T. 10. R. 1. E. East of said creek and north of said road containing in all Fifty Acres more or less, said lands belonged to our deceased Mother Mrs H. A. Warren and was undisposed of by her at her death and we all being of legal age and heirs to the above Described property do hereby agree to the above settlement of her real estate, and do hereby ratify above action thenceforth sitting our hands and affixing our seals on the days & year mentioned

State of Mississippi
 Copiah County }
 Personally
 appeared before me this un-
 der signed Clerk of the Circuit

A. J. Warren (seal)
 W. W. Warren (seal)
 M. J. Ross (seal)
 W. H. Clay (seal)
 K. M. Gay (seal)
 B. F. Passmore (seal)

Court in and for said County and State, A. J. Warren who acknowledged that he signed and delivered the foregoing instrument of writing as his own act and deed, and for the purpose therein mentioned above under my hand and seal this Oct 3rd 1893
 W. J. Bea, Clerk

State of Mississippi
 Madison County } Personally appeared before me
 the under signed Jas Pristley Clerk of the

Chancery Court of the said County, the within named Kate W. Gay, and B. F. Bassmore, and W. W. Warner 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 1st day December A.D. 1893 James Priestly, clerk

State of Miss }
Madison County } Personally appeared before E. C. Postelle a justice of the Peace in and for the said County and State Mrs. M. J. Ross, who acknowledged that she signed and delivered the foregoing deed as her act and deed. Witness my hand this the 11th day of January A.D. 1894 E. C. Postelle J.P.

State of California }
San Diego County } Personally appeared before the undersigned J. S. Knowles a Notary Public in and for San Diego County State of California, the within and above, named V. N. Clay, who acknowledged that she signed and delivered the foregoing deed on the day and year therein mentioned as her act and deed. Given under my hand and official seal, at office in said County this 19th day of May 1894
J. S. Knowles Notary Public
in and for San Diego County
State of California

Bettie Meek } Filed for Record Sept 17th
To 3 Mar. Deed } A.D. 1894 at 3 o'clock P.M. & Recorded
B. L. Roberts & } Sept 17th 1894 James Priestly clerk
S. C. Powell }

In consideration of the sum of Four Hundred dollars cash in hand paid me by B. L. Roberts & S. C. Powell the receipt of which is hereby acknowledged, I Bettie Meek do hereby convey & warrant unto the said B. L. Roberts & S. C. Powell the following described lands in Madison County State of Mississippi to wit: The S 1/2 SE 1/4 Sec 1 & N 1/2 NE 1/4 & S 1/2 W 1/2 NE 1/4 Sec. 12 all in Town - 8 Range 3 East - I agree to pay all Taxes of 1894 upon said Lands

witness my hand & seal this the 5th day of September
A.D. 1894 Bettie Meek. *(seal)*

State of Mississippi }
Madison County } Personally appeared before
the undersigned James Pristley, Clerk of the Chancery Court
of said County the within named Bettie Meek who
acknowledged that she signed and delivered the
foregoing Deed on the day and year therein mentioned
as her act and deed.

Given under my hand and official seal, at office this
5th day of Sept A.D. 1894. James Pristley Clerk

B. L. Roberts (Filed for Record at 3 o'clock P.M.
To J. C. Deed for the 17th day September A.D. 1894
Bettie Meek. Recorded September 1894 Jas Pristley Clerk

In consideration of the sum of Eight Hundred
& forty dollars cash in hand paid me by Bettie
Meek the receipt of which is hereby acknowledged
I, B. L. Roberts do hereby remise release quit claim
& convey unto the said Bettie Meek all of my
right title & interest of me & to the following de-
scribed lot of Land lying & being situated in
the City of Canton County of Madison State
of Mississippi to wit: -

Beginning at a point on the South side of Peace
Street 28 feet (Twenty Eight feet) East of the South
East Corner of the intersection of Cannon Street
with Peace Street at the North East Corner of the
Bettie Meek Lot and running thence East along
the South side of Peace Street 28 feet to the North
West Corner of another Lot owned by said
Meek & thence South 100 feet to an alley way
& thence West 28 feet & thence North 100 feet to the
point of beginning being the same Lot as
was conveyed to U.P. Mayfield by R. H. Hoffman
by deed recorded in Book 1111 page 492 in
the Chancery Clerk's office for said Co. witness
my hand & seal this the 17th day of September A.D. 1894
B. L. Roberts *(seal)*

State of Mississippi }
Madison County } Personally appeared be-

fore the undersigned James Priestly, Clerk of the
 Chancery Court of said County the within named
 T. L. Roberts, who acknowledged that he signed
 and delivered the foregoing Deed on the day and
 Year there in mentioned as his act and deed
 Given under my hand and official seal, at office
 this 17th day of Sept A.D. 1894
 James Priestly Clerk

W. W. Smith agt for
 Oliver Finney Grocery Co
 vs
 Julia A. Mayfield

Filed for Record Sept 17th
 A.D. 1894 at 3 o'clock P. M. and
 Recorded Sept 18th 1894
 James Priestly Clerk

"The State of Mississippi Madison County"
 Before me, J. K. Kearney a Justice of the Peace of said
 County, this day personally appeared W. W. Smith
 agt for Oliver Finney Grocery Co. who makes oath
 that to the best of his knowledge and belief Julia A.
 Mayfield is justly indebted to Oliver Finney Grocery
 Co in the sum of one hundred and forty three dollars
 and 72 cents; said W. W. Smith, furthermore makes
 oath, (5) That she has property or rights in action
 which she conceals and unjustly refuse to apply to
 the payment of her debts
 (6) That she has assigned or disposed of, or is about
 to assign or dispose of her property or rights in
 action, or some part thereof, with the intent to defraud
 her creditors;
 (7) That she has converted, or is about to convert
 her property into money or evidences of debt, with
 intent to place it beyond the reach of her creditors
 (8) That she fraudulently contracted the debt or in-
 curred the obligation for which suit has been or
 is about to be brought

Statement, Memphis Tenn. Mch 24th 1893
 Mrs J. A. Mayfield Canton Miss In acf with
 The Oliver Finney Grocery Company
 Feb 6th To mase bill number #29.57
 " 9 " " " " 29.05
 " 15 " " " " 25.19
 " " " " " 29.60
 " " " " " 19.50
 " " " " " 10.81
 # 143 72

Wherefore affiant pray the issuance of writ of Attachment against the estate real and personal, of the said Julia A. Mayfield.

W. D. Smith agt for
Oliver Finnie Grocery Co
Swore to and subscribed before me, this the 26th day of
March A.D. 1894
"Bond"
J. K. Kearney J. P.

"The State of Mississippi Madison County"
Know all men by the presents, that we Oliver Finnie Grocery Co, sureties are held and firmly bound unto Julia A. Mayfield in the sum of Two Hundred & Eighty three & 44/100 dollars for which payment, well and truly to be made, we bind ourselves, our heirs, and legal representatives, jointly and severally, firmly by these presents signed with our names, this 26th day of March 1894
The conditions of the above obligation, is, that whereas the above bond Oliver Finnie Grocery Co pray an Attachment against the estate of the said Julia A. Mayfield, for the sum of \$143⁷²/₁₀₀ returnable to the J. P. Court of J. K. Kearney County, on the 2nd day of April, 1894.
Now if the said Plaintiff shall pay to the said Defendant all such damages as he shall sustain by the wrong full suing out of the attachment, and all costs which may be awarded against the Plaintiff in said suit, then the obligation shall be void, but otherwise it shall remain in full force

Oliver Finnie Grocery Co
Per Robt Powell atty
W. D. Smith

I approve the foregoing Bond, this the 26th day of
March 1894.
J. K. Kearney J. P.

State of Mississippi
Madison County I Personally appeared before
me J. K. Kearney Justice of the Peace in and
for said County and State, W. D. Smith agt
and sales man of Oliver Finnie Grocery Co, sure-
ties to the foregoing Bond, who being by me duly

Sworn, depose and say that they own over and above all their legal liabilities, visible property subject to execution and not exempted by law from sale or debt. The said W. D. Smith of the Value of \$7,440.00 Dollars
 The said Oliver Finnie Grocery Co of the Value of 200 Dollars
 Sworn to and subscribed before me, this 26th day of March 1894.
 J. H. Kearney J. P.

"Attachment"

The State of Mississippi. To the Sheriff of Madison County Getting, Whereas, W. D. Smith ext. for Oliver Finnie Grocery has hath complained on oath to the undersigned Justice of the Peace of the County of Madison in said State, that to the best of his knowledge and belief, Julia A. Mayfield is justly indebted to Oliver Finnie Grocery Co to the amount of one Hundred & forty Three Dollars and 72 cents, and said W. D. Smith (5) That she has property or rights in action which she conceals and unjustly refuse to apply to the payment of her debts; (6) That she has assigned or disposed of, or is about to assign or dispose of her property or rights in action, or some part thereof, with the intent to defraud her Creditors (7) That she has converted, or is about to convert her property into money or evidences of debt, with intent to place it beyond the reach of her Creditors; (8) That she fraudulently contracted the debt or incurred the obligation for which suit has been or is about to be brought; And bond and security having been given according to the Statute, we therefore command you, that you attach the said Julia A. Mayfield (by her estate, real and personal), in your County, to the Value of the said demand and costs of suit, and that you safely keep the same according to Law, so as to compel the said Julia A. Mayfield to appear before the justice Court, to be held at Canton Miss, in and for the County of Madison, on the 1st Monday of April, A. D. 1894 to answer the above Complaint; and that you summon the said Julia A. Mayfield, if to be found in your County, to appear and answer accordingly, and have this & there this writ, with your proceedings there on

Witness my hand, this 26th day of March A.D. 1894

J. K. Kearney J.P.
Madison Co Miss

"Sheriff return"

Executed the within writ this 26th day of March 1894 by going to the house situated on Lot 16 North side Peace St in Canton Miss according to plot & map of said City prepared by J.P. George which house and lot was in the occupancy of L.P. Mayfield & I then and there levied upon & seized said house & Lot under the within attachment writ and declared in the presence of said Mayfield that I attached the same under this writ at the suit of the Oliver Finny Grocery Co & at the same time I executed this writ further personally by delivering to the within named defendant Julia A Mayfield a true copy of this writ.

G. R. Keup Shff

"Notice"

The Oliver Finny Grocery Co has this day sued by Attachment Julia A. Mayfield before J. K. Kearney a Justice of the Peace in Madison Co Miss for the sum of \$42⁷² and the shff has been directed to levy said writ of attachment upon the lot described on the map of Canton prepared by J.P. George as follows:

Lot 16 South side of Peace St It is sought to subject said property for said sum under said Attachment writ. March 26th 1894

Robert Powell
Atty for Plaintiffs

I G. R. Keup Sheriff of said County have this day levied said writ of attachment upon said property described above for said sum of money & all costs at the suit of said Oliver Finny Grocery Co vs Julia Mayfield. March 26th 1894

G. R. Keup Shff

Put on Dispendens. Docket see reverse side

Oliver Finny Grocery Co vs Summons Issue 3rd month 26th day 1894
vs Open Act #143⁷² } Returnable 4th month 2 day 1894
Julia A. Mayfield } Executed by leaving a copy with defendant
This cause which was begun by attachment coming on to be heard this 2 day April 1894 upon the attachment branch thereof and the plaintiff by his Atty.

appearing but defendant though personally summoned and called came not but made default and failing to traverse the affidavit filed in this cause alleging grounds for Attachment.

The case being fully heard, It is considered by the court and so adjudged that the attachment in this case was rightfully sued out and it is therefore sustained and it is therefore adjudged that the property levied upon under said attachment To wit: Lot 16 on south side of Peace Street at Canton Miss according to plot of said city by J.P. George be sold to satisfy this judgment. It is further ordered by the court upon the debt branch thereof that defendant is in debt to plaintiff 143⁷² that Plaintiff have and recover of said defendant and Julia A Mayfield the sum of 143⁷² and all costs in this suit for which let execution go. To be levied upon said property & same sold as required by law witness my signature this 2 day April 1894

J.K. Kearney J.P.

Execution issued this 5th day July 1894

Justice Fees

Summons 50 ⁺ Proceeding to judgment	45 ⁻	.95 ⁻⁴
Entering suit	20 ⁺	.40
Entering judgment	20 ⁻	.40
Serving Attachment taking just bond & affidavit		15 ⁻⁰
Issuing Execution	50 ⁻	1.00
"A True Bill of Cost"		<u>\$ 3.85</u>

Judgment 2nd day of April 1894 for \$ 143⁷²

Favor Oliver Finny Grocery Co. 6 percent interest

J.P. Cost

Issuing attachment taking affidavit & Bond		15 ⁻⁰
Proceeding to judgment	45 ⁻	.95 ⁻
Entering of judgment	20 ⁻	.40
Issuing Execution		60 ⁻
		<u>2.85</u>

Sheriff

Serving attachment	25 ⁻⁰	
Serving		2.00
Entering and returning Execution		2.00
Commissions on \$135 ⁷⁰	37 ⁻⁰	4.70
Advertising	100 ⁻	
		<u>11.05</u>

The State of Mississippi To the Sheriff of Madison County 3 Madison County Meeting We command you, that of the goods and chattels laid and tenements of Julia A Mayfield defendant, late of your county, you cause to be made the sum of One Hundred & forty three & 73/100

Dollars, which Oliver Fleming Grocery Co Plaintiff, lately in our Justice Court recovered, against Julia A. Mayfield for damages which they sustained by reason of the non performance of a certain promise and assumption by the said Defendant to the said Plaintiff, with interest on the said sum at the rate of 6 per cent, per annum, from the 2nd day of April 1894, until paid; also, the sum of Two dollars and 87 cents, for justice costs by their about said suit in that behalf expended, whereof the said Defendant is convicted as appears to us of record; and that you have said moneys before the Justice of Peace Court, to be held for the County aforesaid at his office in the town of Canton on the 3rd day 1st Monday of September 1894, next, ready to render to the said Plaintiff for damages and all costs aforesaid, And have there and there this writ

Witness my hand and seal of office, at Canton Miss this the 5th day of July A.D. 1894, the same being the date of issuance hereof.

J. K. Kearney J.P.

Sheriff's Sale

Oliver Fleming Grocery Co }
vs }
Mrs Julia A. Mayfield }

I, the undersigned Sheriff of Madison County, Mississippi, will on the 3rd day of September, A.D. 1894, between the hours of 11 o'clock A.M. and 4 o'clock P.M. sell at auction, to the highest bidder or bidders, for cash, at the South door of the Court House at Canton Mississippi the following described property, or so much thereof as may be necessary to satisfy the herein after mentioned writ and all costs, to wit: Lot No 16 on South side of Peace Street in the city of Canton, Mississippi, according to plat of said City by J.P. George in Madison County Mississippi, said property having been levied on by me on the 7th day of July, A.D. 1894, as the property of Mrs Julia A. Mayfield, by virtue of a writ of attachment issued in the above styled case by J.K. Kearney J.P. on the 27th day of March, A.D. 1894. Witness my signature this the 1st day of August, A.D. 1894. G.R. Kemp Shff

The State of Mississippi
 Madison County 3 Before me James Pristley Clerk
 of the Chancery Court in and for said County, this
 day personally came M. L. Dinkins of Canton
 Times a newspaper published in the town of Canton
 in said County, who, being duly sworn, says that the
 notice, a copy of which is hereto attached, was pub-
 lished in said newspaper, for 4 successive weeks
 In Volume 2, Number 31 Dated Aug 3rd 1844
 " " " " 32 " " 10th "
 " " " " 33 " " 17th "
 " " " " 34 " " 24th "

M. L. Dinkins

And I James Pristley do certify that the above affida-
 vit was this day subscribed and sworn to before
 me; that the several numbers of said newspapers
 have been produced before me; that I have com-
 pared the publication above referred to with the
 copy hereto annexed, and that the same is correct
 and truly made. Given under my hand and
 seal of said Court, this the 3rd day of Sept 1844
 James Pristley Clerk

Mrs Julia A Mayfield Dr to Canton Times
 To proof Publication in above styled case #940

Sherriffs Return

In obedience to the within writ I have this day levied
 upon the following real Estate situated in Madison
 Co Miss & in Canton to wit Lot 16 on south side
 of Peace Street according to plot of the City of Canton
 by J. P. George and will sell the same according to
 Law to pay the within judgment & all costs on
 Monday the 3rd day of September 1844 it being the
 1st Monday of said month This 5th day of July 1844
 A. R. Kemp Shff
 R. B. K. D. S.

The above named property was sold by me on
 September 3rd 1844 to B. L. Roberts for \$155-95-4
 I have paid the costs out of it & the balance paid
 to Robert Powell atty for complainants Sept 6th 1844
 A. R. Kemp Shff

State of Mississippi
 Madison County } J. K. Kearney a Justice of the
 Peace in & for said State do hereby certify that the
 foregoing is a true & correct transcript of all of the pro-
 ceedings had before me in the case of the Oliver Junney
 Grocery Co vs Julia A. Mayfield including a true &
 correct copy of the Attachment writ & execution issued
 in said cause & the returns of the Sheriff of said
 County upon them and the Lis Pendens notices with
 return thereon, witness my hand & seal this the 3rd
 day of September A.D. 1894 J. K. Kearney (Seal)
 Justice of the Peace

Ms Julia A. Mayfield } Filed for Record Sept 17th A.D.
 by G. R. Kemp Sheriff } 1894 at 8 o'clock P.M. Record Sept
 To & Deed } 17th 1894 James Priestly CLK
 B. L. Roberts }

"The State of Mississippi Madison County"
 By virtue of an execution issued by J. K. Kearney a Justice
 of the Peace of Madison County, on the 5th day of July
 A.D. 1894, returnable by agreement of said Court on the
 1st Monday of September A.D. 1894, to enforce a
 judgment of said Court, rendered on the 2nd day
 of April A.D. 1894, in favor of Oliver Junney Grocery
 Co against Julia A. Mayfield for one Hundred & Seventy
 Three & 100/100 Dollars and costs, I, as Sheriff of Mad-
 ison County, have this day, according to law, sold
 the following lands, to wit:
 Lot 16 on the South side of Peace Street described
 with reference to the map of said city of Canton
 prepared by J. P. George a copy of which map is
~~now in the~~ Chancery Clerk's office for said Co
 situated in Canton Madison County, Mississippi,
 where B. L. Roberts became the best bidder there-
 for, at the sum of One Hundred & fifty five &
 100/100 Dollars and he having paid said sum
 of money, I now convey said land to B. L. Roberts
 Witness my hand, the 3rd day of September A.D. 1894
 G. R. Kemp Sheriff

The State of Mississippi,
 County of Madison. } Personally appeared be-
 fore me James Priestly, Clerk of the Chancery

Court of the County of Madison, in said State, the
 within named G. R. Kemp, Sheriff of Madison
 County, Mississippi, who acknowledged that he
 signed and delivered the foregoing instrument on
 the day and year therein mentioned
 Given under my hand and official seal, at my
 office in the city of Canton, Miss. this the 6th day
 of September A.D. 1844 *James Priestly clk*

H. E. Glasscock
 M. L. Glasscock
 Do & DT
 J. H. Boswell Trustee
 use of J. H. McKay Sr

This Indenture made and Entered
 into this the 15th day of September 1844, by and
 between H. E. Glasscock and his wife M. L. Glass-
 cock, of Madison County, Mississippi, parties of
 the first part and J. H. Boswell, Trustee of Madison
 County Mississippi, party of the second part,
 Witness: That for the purpose of securing the
 payments of the following indebtedness to J. H.
 McKay, Senior, or the owner of said indebtedness, to-
 wit; the sum of Five Hundred & twenty & 50/100
 dollars, which H. E. Glasscock is justly due
 said J. H. McKay, as evidenced by his two promis-
 sory notes of even date herewith, one for the sum
 of Three Hundred & fifty dollars dated September
 15th 1844, due June 1st 1846; payable to John
 H. McKay, signed by said H. E. Glasscock and
 M. L. Glasscock, and the other for one Hundred
 Sixty-Two & 50/100 dollars, and dated September 15th
 1844, due June 1st 1846, payable to John H. McKay,
 Senior. Signed by said H. E. Glasscock and M. L.
 Glasscock, both of said notes bearing Ten per
 cent interest per annum from their date un-
 til paid, We the said parties of the first part
 do hereby bargain, sell, convey and convey
 unto the said J. H. Boswell, Trustee, his suc-
 cessors or assigns forever, the following de-
 scribed property, situated in Madison County

This Indenture made and Entered
 into this the 15th day of September 1844, by and
 between H. E. Glasscock and his wife M. L. Glass-
 cock, of Madison County, Mississippi, parties of
 the first part and J. H. Boswell, Trustee of Madison
 County Mississippi, party of the second part,
 Witness: That for the purpose of securing the
 payments of the following indebtedness to J. H.
 McKay, Senior, or the owner of said indebtedness, to-
 wit; the sum of Five Hundred & twenty & 50/100
 dollars, which H. E. Glasscock is justly due
 said J. H. McKay, as evidenced by his two promis-
 sory notes of even date herewith, one for the sum
 of Three Hundred & fifty dollars dated September
 15th 1844, due June 1st 1846; payable to John
 H. McKay, signed by said H. E. Glasscock and
 M. L. Glasscock, and the other for one Hundred
 Sixty-Two & 50/100 dollars, and dated September 15th
 1844, due June 1st 1846, payable to John H. McKay,
 Senior. Signed by said H. E. Glasscock and M. L.
 Glasscock, both of said notes bearing Ten per
 cent interest per annum from their date un-
 til paid, We the said parties of the first part
 do hereby bargain, sell, convey and convey
 unto the said J. H. Boswell, Trustee, his suc-
 cessors or assigns forever, the following de-
 scribed property, situated in Madison County

State of Mississippi. Described as follows, to wit:
 That certain tract or parcel of land commencing at a stake at the South East corner of the South West quarter of section Eight (8), Township (7) Range two (2), East and running thence with the South line of said section, due West six hundred Seventy-seven (677) feet to the Illinois Central Rail Road Right of way; thence North Twenty-four (24) degrees East, touching the Right of way of said Rail Road, One Thousand (1000) feet; thence East Twenty-Four Degrees, South Three hundred (300) feet to the East side of the quarter section; thence due South with said quarter section line, Seven Hundred Twenty-Five (725) feet to the point of beginning, making Two (2) acres more or less To have and to hold unto the said trustee, his successors and assigns the afore said property, with whom we covenant that we are lawfully seized in fee of the same, that we have a good right to sell and convey the same and that the same is free from all incumbrance except a prior lien in favor of the Jackson Bank to secure debt of one Thousand (1000) Dollars.

But this is a trust deed, now should the indebtedness secured hereby be paid at maturity then this deed is satisfied and the trustee shall reconvey said property to said N E Glasscock at his expense; but should the indebtedness secured hereby or any part thereof be not paid when due, then all of said indebtedness shall become due for the purpose of foreclosing this trust, and the said trustee shall after first advertising the time, place and terms of sale for twenty days either by publication in some weekly newspaper in Madison County for three successive weeks, next before the day of sale or by posting notice in at least three conspicuous places in Madison County, for a period of twenty days before day of sale, sell at public outcry for cash, the said property or sufficiency thereof to pay

said indebtedness; shall execute proper conveyance to purchaser and apply proceeds, First to the necessary expense of executing this trust next to the payment of said indebtedness and interest deducting legal discount on any portion thereof not matured. Second, pay balance if any to parties of the first part their heirs or personal assigns or representatives The Oath and Bond of said Trustee is expressly waived in case of sale hereunder, and Grantors hereby waive all rights of equity, redemption, dower and homestead in and to the said premises and agree that the purchaser shall have absolute title in fee simple, and in case said J. H. Boswell for any reason fail or refuse to act as said Trustee, then the said J. H. McKay, his heirs and assigns shall have the right to appoint another trustee, who shall be invested with the same powers that are hereby granted to the said J. H. Boswell

In witness whereof we have hereunto set our hands and seals this the 15th day of September 1894

H. E. Glasscock
M. L. Glasscock

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 H. E. Glasscock and M. L. Glasscock, who acknowledges that they signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand this the 15th day September 1894,

R. W. Stewart J. P.

Ella J Lee } Filed for Record September 19th A.D.
 Go 3 Deed } 1894 at 10 o'clock am. & Recorded Sept 19th 1894
 Fletcher Sherrard } James Poustley clk

In consideration of \$50⁰⁰ to me in hand paid, I convey and warrant to Fletcher Sherrard, the following tract or parcel of land situated in Madison Station, Miss, and more particularly described as follows: Begin at a point Two hundred and Sixty one (261) feet South 4° E. of the N.E. corner of a lot owned by the I. C. R.R., and running thence S. 24° W. parallel to the said Rail Road Twenty five feet (25-ft) and running perpendicularly back from Rail Road, making a lot Twenty five (25) feet square, fronting on the rail road and parallel with it
 Witness my signature this the 31st day of March 1894
 Ella J Lee

State of Mississippi }
 Madison County } Personally appeared before
 me R. W. Stewart a justice of the Peace in and
 for said County and State, the within named
 Mrs 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 31st day of March A.D. 1894
 R. W. Stewart J.P.

Virginia E Lane admrx, } Filed for Record Sept 19th A.D.
 Go 3 Land conveyance } 1894. at 9 o'clock a.m. & Recorded
 George W Axtou } 3 Sept 19th 1894 Jas Poustley clk
 In consideration of \$320⁰⁰ paid me I convey and warrant specially unto George W Axtou that land in Madison County and State of Mississippi described as S¹/₂ of N¹/₂ of SE¹/₄ Sec. 129 T. 8. R. 2. West. N¹/₂ of NE¹/₄ & N¹/₂ of E¹/₂ of NW¹/₄ Sec. 32 T. 8. R. 2 West. containing 160 aere, more or less which was of the land of Joseph E Lane deceased, I have heretofore attempted to convey said land to the said George W Axtou but by misadventure, signed the conveyance personally, and to remedy the mistake, now convey it as Administrator with the will annexed of the Estate and will of the said Joseph E Lane, deceased in

of the power and direction set forth in his last will and testament

Virginia C Lane

Administratrix with the will annexed of Joseph E Lane deceased

The State of Mississippi,
Madison County

Personally appeared before me S. J. Center Mayor of Florida & a Justice of the Peace in and for said County, the within named Virginia C Lane, the administratrix with the will annexed of the estate of Joseph E Lane, deceased, who acknowledged that, as such administratrix, she signed and delivered the foregoing instrument on the day and year therein mentioned given under my hand ~~and~~ the 19 day of Sept a D. 1894

S. J. Center Mayor of Florida
& Justice of the Peace

Isidor Gross
Geo. G. Shackelford
by James Priestly Com.
To 3 Deed
Geo. G. Shackelford

Filled for Record Sept 24th A.D. 1894
at 2 o'clock P.M. & Recorded Sept 24th 1894
James Priestly Clerk

The State of Mississippi,
Madison County

By virtue of the authority conferred on me as Commissioner, by the decree and proceedings in the cause of Isidor Gross against Geo. G. Shackelford no 2641 on the general docket of the Chancery Court of Madison County, State of Mississippi, which decree and proceedings are here referred to and made a part of this conveyance as aforesaid

I, James Priestly Commissioner as aforesaid, and in consideration of Three Hundred & thirty five & 20/100 Dollars

I have by conveyance to Geo. G. Shackelford the purchaser thereof, at a sale made by me on the 28th day of May 1894, the following described land, lying and being situated in the County of Madison State of Mississippi to-wit: The SE 1/4 Sec. 4 Town 10 Range 4. East. Witness my signature the 28th day of May 1894

James Priestly Commissioner

The State of Mississippi,
Madison County

This day personally ap-

peared before me M. Allen Circuit Clerk in and for said county James Priestly Commissioner, etc. who acknowledged that he signed and delivered the foregoing conveyance, on the day and year therein mentioned given under my hand and the seal of said Court hereto affixed, this the 24 day of Sept 1894

M. Allen

Newton Heady &
 Laura Heady
 Jos DTT
 C. F. Smith Trustee
 use of C. O. Smith

Filed for Record Sept 26th A.D. 1894
 at 3 o'clock P.M. & Recorded Sept 26th 1894
 Jas Priestly

In consideration of One hundred dollars loaned me by Miss H. O. Smith evidenced by my three promissory notes of some date herewith due and payable as follows. Viz-

- One note for thirty-three dollars due October 1st 1895
- One note for thirty-three dollars due Oct-1st 1896
- One note for thirty ~~three~~ four dollars due Oct-1st 1897

Each of said note bearing interest at the rate of ten per cent per annum from the date thereof and said interest being due and payable annually on the 1st day of October of each year. I convey and warrant to C. F. Smith the following described land or lot of land, with the improvements thereon situated in Canton Madison County Miss to wit:- All that certain lot with all the improvements thereon, except so much thereof as is conveyed by me, by a deed dated July 12-1892 & Recorded in Book B B page 568 to Leggie Wokur - the lot I herein convey being a corner lot fronting about eighty three feet on Centre Street (south side) and 106 feet on Hickory Street. meaning thereby to convey the property (with the Exception above named) conveyed to me by Alfred Heady by deed dated Dec 4th 1879, the same lot having been conveyed to him Nov-15-1866 by A. G. & V. P. McKay.

I in trust nevertheless, upon these terms & conditions, that is to say - If the said Newton Heady shall fail or refuse to pay the said H. O. Smith or her assigns, the amount of said indebtedness on

A. Smith
 1895
 C. F. Smith
 1895

the maturity thereof, and all interest which or shall accrue thereon & the cost of this deed then the said C. F. Smith or his successor, shall sell the said land herein conveyed before the Court House door at Canton at public auction to the highest bidder for cash, after giving fifteen days notice, by posting notice of time and place of said sale for fifteen days in three or more convenient public places and shall convey the estate so sold to the purchaser there by proper instruments of conveyance, and from the proceeds of said sale said C. F. Smith or his successor, shall first pay the cost of this deed and the said sale and then pay said H. O. Smith or her assigns. The amount of said indebtedness and all interest due thereon and if there remains any surplus of the proceeds of said sale then said C. F. Smith shall pay the same to said Newton Heady. It is further understood & agreed between the parties to this deed that should any of the aforesaid notes or any of the interest due thereon become due & the same is not promptly paid at maturity then the entire indebtedness shall become due and payable at the option of the said H. O. Smith, but if the said Newton Heady shall pay each and all of said notes & all interest that shall become due and all the cost of this deed, then this said deed shall be null & void, otherwise to remain in full force - It is also agreed that should said C. F. Smith trustee in this deed fail or refuse to perform any of duties of trustee as aforesaid then the said H. O. Smith or his successor may in writing appoint another trustee whose actions & doings in the premises shall be as binding as if done by the said C. F. Smith trustee aforesaid.

Witness our signatures this the 26th day Sept 1894

Newton Heady
 Laura ^{his} Heady
 mark

State of Mississippi
 Madison County

Personally appeared before the undersigned James Priestley, Clerk of the Chancery Court of said County the within named Newton Heady and his wife Laura Heady, who acknowledged that they signed & delivered the foregoing deed on the day & year therein mentioned as their act & deed. Given under my hand & official seal, at office this 26th day of Sept A. D. 1894

(Seal) James Priestley Clk

State of Tennessee (Filed for record at Volusia P.M. Dep 27th
 County of Shelby) 1894 and recorded Sep 27th 1894 J. Priestley

This indenture made and entered into this the 27th day of August
 1894. By and between J. H. McKay and his wife Cornelia McKay of
 Shelby County Tennessee parties of the first part and H. E. Glasscock
 of Madison County Mississippi party of the second part Witness!
 That whereas heretofore to wit on the 9th day of November 1893
 said parties of the first part did make and execute their
 warranty deed to said party of the second part, To the property
 hereinafter described for consideration of (\$2000) Two Thousand Dollars
 of which (\$250) Two Hundred and fifty dollars was cash in hand
 paid, and the balance paid by notes signed by said party
 of the second part, payable at various times after said date
 with interest at ten per cent from said date, and whereas
 all of the said notes have been fully paid up, and whereas as
 lien for the purchase money was retained in the said deed!

Now therefore in consideration of the premises being full payment
 of the notes as stated, we the parties of the first part do
 hereby severally release and quit claim and convey unto the said
 party of the second part all of our right title and interest
 in and to the following described real estate, To wit!

Lying and being situated in the County of Madison and State of
 Mississippi - described by metes and bounds as follows

That certain tract or parcel of land, commencing at a stake at the
 south east corner of the South West quarter of Section (8) Eight
 Township Seven (7) Range Ten (2) East and running thence with
 the south line of said section due west, six thousand and seventy seven
 (677) feet to the Illinois Central Rail Road right of way, thence
 North twenty four degrees East touching the Right of Way of said
 Rail Road, one thousand (1000) feet, thence East twenty four
 degrees south, three thousand (300) feet to the east line of the
 Quarter Section line, seven thousand and ninety five (795) feet
 to the point of beginning, making Ten (10) acres, more or less
 To have and to hold to the said H. E. Glasscock his heirs
 and assigns forever, and the said parties of the first part
 do hereby warrant the title herein conveyed unto the said party
 his heirs and assigns forever, against the lawful claims of
 all persons whomsoever claiming the same by and through
 them or under them. In testimony whereof we have here-
 unto set our hands this 27th day of August 1894

J. H. McKay. C. P. McKay.

State of Tennessee }
 County of Shelby } This day personally appeared
 before me H. M. McKay Notary Public, within and
 for said County and State J. H. McKay and his wife
 C. P. McKay, to me personally well known, who ac-
 knowledged, that they signed and executed the
 above and foregoing instrument as their act and
 deed on the day of which the same bears date,
 for the consideration and purposes therein stated
 Witness my hand and seal of office this the 27th
 day of August 1894 H. M. McKay
 Notary Public

H. A. Magruder } Filed for Record Oct 30th 1894 at 10 o'clock am
 St. H. Allen } Recorded Oct 30th 1894
 Trustees Landen School

In consideration of One
 Hundred and Fifty dollars in hand paid
 to us as Trustees of Landen School (white)
 Madison County we as Trustees of Landen School (white)
 convey and warrant to the County of Madison State of Missis-
 sippi, The following land situated in said County and State
 and described as follows. Beginning at the South East
 corner of Landen Grave Yard and running South West
 along and parallel with the road leading from Landen
 to Canton sixty five feet to a stake, thence West to the line
 East side of a tract of land now owned by W. S. Maxwell
 to a stake, thence North along said line sixty five feet
 to a stake thence East to beginning. West side of the
 South 1/2 of the South West 1/4 Section 24 Township 11
 Range 4 East

Witness our signatures this 1st day of
 October 1894

H. A. Magruder
 St. H. Allen
 Trustees Landen white school

State of Mississippi }
 Madison County } Personally appeared before me the
 undersigned Justice of the Peace of said County H. A.
 Magruder and St. H. Allen who acknowledged that they
 signed and delivered the foregoing deed as their own act
 and deed on the day and year therein named
 Witness my hand this 1st day of October 1894
 Samuel Milton J.P.

Geo W Galloway Filed for Record Oct 30 1894 at 10:40 am
To J Lee Co Recorded Oct 30 1894
Madison County

In consideration of one dollar the receipt of which is hereby acknowledged J. Lee Galloway convey to Madison County State of Mississippi all my interest in that tract or parcel of land lying in Madison County and situated in the S W corner of E 2 of N E 1/4 sec 25 T 8 R 3 East embracing what is known as Meeks ferry on Pearl River on the Madison Co side and more particularly described as being a separate parcel of land which is in Madison Co and running up and down Pearl River 300 ft and running back from the River 25 ft to the present point of landing on the Madison Co side of the river at its usual stage of water is to be considered the centre line of the tract - intending hereby to convey all my rights in the interest in the Ferry Property.

This deed is on the condition that said Ferry shall be maintained as a Free Ferry or Bridge. Else the property shall revert to the grantor.

Witness my signature this the 29th of Sept 1894

Witness of

Geo W Galloway

The State of Mississippi
Madison County

Personally appeared before me James Prouty Chancery Clerk in and for said County the above named J Lee Co the subscribing Witness to the foregoing deed who being first duly sworn depose and testify that he saw the above named Geo W Galloway whose name is subscribed thereto sign and deliver the same to the above named Madison County and that he subscribed his name as a witness thereto in the presence of the said Galloway on the day and year therein named.

In testimony whereof Witness my hand and seal of said Court this 1st day of Oct 1894

James Prouty Clerk

Mary B Meek 2 Filed for Record Oct 30 1894 at 10.00 AM
Susan E Hudson 3 Recorded Oct 30 1894

J. M. Meek 3 In consideration of Three
J. F. Meek 3 thousand dollars the receipt of which is hereby
H. C. Meek 3 acknowledged we convey to Madison County State
of Mississippi the following tract of land situated on those
parcels of land situated in Madison and Rankin less
State of Mississippi in the N.W. corner of the E 2 - N E 4 sec
25 - T 8 R 3 East embracing what is known as Meek's Ferry
on Pearl River and more particularly described as being two
separate parcels of land which are in Rankin and Madison
counties and running up and down the Pearl River 300 ft
and running back 250 feet from the River on each side.
The present points of landing on the Madison and Rankin
counties sides of the river at its usual stages of water are to
be considered. The centre line of the two abutments intend-
ing all our interest in the Ferry Property including the shore
Realty - East and West. This deed is on the condition said
Ferry shall be maintained as a Free Ferry or Bridge else
the Property shall revert to the grantors

Witness our signatures this 30th day of Oct 1894

Mary B Meek
Susan E Hudson
J. M. Meek
J. F. Meek
H. C. Meek

State of Mississippi 3
Madison County 3

Personally appeared before the under-
signed B. L. Smith a Justice of the Peace of the said County
the within named Mary B Meek, Susan E. Hudson, J. M.
Meek, J. F. Meek and H. C. Meek who acknowledges that
they signed and delivered the foregoing deed on the day
and year therein mentioned at their act and deed

Given under my hand and seal at office
this 1st day of Oct 1894.
B. L. Smith J.P.

F. B. Poath } Filed for Record Oct- 1st A.D. 1894
 To } Release } ^{at 3 o'clock P.M.} and Recorded Oct- 4th 1894
 B. F. Garrett } James Priestley

In consideration of Twenty six dollars to me paid by B. F. Garrett. I hereby release any quit claim to said Garrett. Lot No. 11. on south side of Academy St in Canton Miss, bought by me at Tax sale March 6th 1893 witness my hand this 14th day of March 1893
 F. B. Poath

State of Mississippi
 Madison County } Personally appeared before me a justice of the peace in & for said County F. B. Poath, who acknowledged that he signed and delivered the foregoing deed on the day & year & for the purposes therein mentioned witness my hand and seal this 16th day of March 1893
 Thos. F. Leonard J.P.

B. F. Garrett & } Filed for Record Oct- 1st A.D. 1894
 H. C. Garrett } ^{at 4 o'clock P.M.} and Recorded Oct- 4th 1894
 To } Deed } James Priestley clk
 Emma Loving }

In consideration of sixty five dollars to us paid by Emma Loving we B. F. Garrett & Hettie C. Garrett do hereby convey and warrant to said Emma Loving the following described lot of land in Canton Madison County Mississippi to wit: - Lot No Eleven (11) on south side of Academy Street according to the map of Canton by J. P. George, said lot being fifty feet front on Academy St and running back South in parallel lines two hundred feet (200). To have and to hold to her the said Emma Loving her heirs and assigns forever
 witness our hands this 1st day of Oct- 1894
 B. F. Garrett
 H. C. Garrett

State of Mississippi
 Madison County } Personally appeared before the undersigned James Priestley, Clerk of the Chancery Court of said County the within named

B. F. Garrett and his wife H. C. Garrett, 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 4th day of Oct. A.D. 1844.

James Priestly clerk

Eliza Garrett
To B F / T
F. B. Pratt trustee
Emma Loving

Filed for Record Oct- 1st A.D. 1844
at 4 o'clock P.M.
and Recorded Oct- 4th 1844
James Priestly clerk

Whereas, B. F. Garrett has this day conveyed to Emma Loving a certain Lot in Canton Madison County Miss. to wit: Lot No 11, on South side of Academy Street, and whereas Eliza Garrett proposes to guarantee the title to said Lot for a definite period to wit until April 1. 1845-

Now therefore in consideration of the premises and of one dollar to me paid, I Eliza Garrett do hereby convey and warrant to F. B. Pratt trustee that certain house and lot in said Canton on the corner of Hickory and Franklin Street on which I now reside

be trust however as follows: If the title to said first mentioned lot should fail on account of any suit or proceedings on the part of any person to recover the same instituted prior to April 1st 1845: then and in that event I agree to pay said Emma Loving the sum of sixty five dollars; and in default of such payment within thirty days after demand made it shall become the duty of said Pratt to sell said house and lot last above described with the house and lot on corner of Hickory and Franklin Street or so much thereof as may be necessary to pay said sum of \$65-00 and costs and out of the proceeds pay said Emma Loving said sum of \$65-00 & the balance pay to me such sale shall be made at the South

Satisfied
273 Pratt

door of the Court house at said Canton after 10 days notice posted at said Court house door witness my hand this 1st day of Oct- 1894
 witness *Eliza Garrett*
B. F. Garrett

State of Mississippi
 Madison County } Personally appeared before the undersigned James Pristley, Clerk of the Chancery Court of said County the within named Eliza Garrett who acknowledges that she signed and delivered the foregoing Deed on the day and year therein mentioned as her act and deed
 Given under my hand and official seal at office, this 1st day of Oct- A.D. 1894
James Pristley Clerk

Maria Cochran } Filed for Record Oct 3rd A.D. 1894
 To 3 Deed } at 3:00 clock P.M. & Recorded Oct 4th 1894
 E. B. Russell } *James Pristley* Clerk
 In consideration of the sum of one thousand dollars in cash I hereby convey and warrant to E B Russell the following described lands lying in Madison County Mississippi to wit:
 E 1/2 of SE 1/4 of Sec- 11 - the S 1/2 of the NW 1/2 of SE 1/4 of Sec. 11. the S 1/2 of the E 1/2 of SW 1/4 of Sec. 11 - the NW 1/2 of NE 1/4 and N 1/2 of E 1/2 of NW 1/4 of Sec- 11. N 1/2 NW 1/2 NE 1/4 and S 1/2 E 1/2 NE 1/4 all in Section 11. Township 11 Range 6 East, and the NE 1/4 Sec- 14. T- 11- R- 6 East
 witness my hand and signature this the 3rd day of Sept A.D. 1894
Maria Cochran

State of Mississippi } Personally appeared before Madison County } the undersigned justice of the peace of the County and State aforesaid the within named Maria Cochran, who acknowledges that she signed and delivered the foregoing instrument on the day and year therein mentioned
 Given under my hand and seal of office this the 1st day of October 1894
J. K. Kearney J.P.

Ella J Lee
 To & Deed
 C. L. Ray Trust- Trustee
 Madison M. E. Church
 and
 C. L. Ray Trust Trustee
 Madison M. E. Church

Filed for Record Oct-2 a 19
 1894 at 8 o'clock am and Record-
 ed Oct-4th 1894 per Postby, CLK

State of Mississippi
 Madison County }
 This cede-
 ture made and entered into,

To & Deed
 Ella J Lee
 1894, by and between Ella J. Lee, party of the first part,
 and C. L. Ray, President of the Board of Trustees of
 the Methodist Episcopal Church South, at Madison
 Station, Miss, party of the second part witness that;
 Whereas, on the 28th day of March 1870. Martha
 J. Jones, guardian of the estate of Ella J. Bass,
 a minor, and her husband Thomas N. Jones, did
 execute a deed to Hugh Lewis and other trustees
 of the afore said church, conveying to them a
 certain tract or parcel of land, estimated to be
 about one acre, in the said town of Madison
 Station, for the purpose of building a church and
 parsonage thereon, which said parcel or tract of
 land, is particularly described in the deed referred
 to above, and is recorded in Book of Records
 "D" page 622, in the office of the Chancery Clerk
 of this Madison County, Miss, and whereas the
 afore said Trustees, Hugh Lewis and others did,
 through mistake, build the said church and
 parsonage, so far on the western side of their
 said lot, as that the parsonage building was
 erected partly on land belonging to, said party
 of the first, and whereas both the said parties
 to this deed are desirous of correcting the a-
 fore said mistake, by an exchange of land
 and have so agreed; therefore; in consid-
 eration of the above premises, both the afore
 parties, do by this deed, convey and warrant,
 each to the other, the lands respectively as
 stated below, to wit, the party of the first
 part, conveys to the party of the second
 part, the land described as beginning at a
 stake on the North side of the Madison

Station and Livingston ~~on~~ Road 332 1/2 feet in a North westerly direction from the Heckle Post and running thence N. 21° 30' E. 330 feet to a stake, thence in a north westerly direction, parallel with the said Madison Station and Livingston Road 140 feet to a stake, thence S. 21° 30' W. 312 feet to a stake on the North side of said Madison Station and Livingston Road, and thence in a South easterly direction on the North side of said Road 140 feet to the point of beginning

The said party of the second part conveys to the said party of the first part, that certain strip of land described as beginning at a stake on the North side of the Madison Station and Livingston Road 304 feet in a North westerly direction from the Heckle Post, and running thence N. 21° 30' E. 290 feet, thence in a north westerly direction or parallel to said Madison Station and Livingston Road 28 1/2 feet, thence S. 21° 30' West 290 feet to a stake on the North side of said Madison Station and Livingston Road, and thence in an Easterly direction on the North side of said road 28 1/2 feet, to the point of beginning, which said strip of land lastly described is embraced in the Original deed from Martha J. Jones and her husband Thomas J. Jones to Hugh Lewis and other Trustees Witnesses, our signatures on the day and Year first above written.

Ella J. Lee
 C. H. Ray

State of Mississippi
 Madison County } Personally appeared before me R. W. Stewart a Justice of the peace in and 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 25th day September A.D. 1894

R. W. Stewart J. P.

State of Mississippi
 Madison County } Personally appeared before the undersigned R. L. Smith a Justice of

the peace of the said County, the within named C. L. Ray, 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 seal, at office, this 29th day of Sept. A.D. 1894, R. L. Smith J.P.

H. A. Magruder & N. H. Allen Trustees (1894 at 10 o'clock a.m. & Recorded Oct-5-1894 James Priestly CLK
 To 3 Deed Madison County

In consideration of one hundred and fifty dollars in hand paid, We trustees of Cauden School (white) County and warrant to the County of Madison State of Mississippi The following Land situated in said County and State and described as follows. Beginning at the South East corner of Cauden Grove Yard and running South west along and parallel with the Road leading from Cauden to Canton sixty five feet to a stake; thence west to the line East side of a tract of land owned by W. L. Maxwell to a stake; thence north along said line sixty five feet to a stake, thence East to beginning, West side of the East 1/4 of the South West 1/4 section 24 Township 11 Range 4 East witness our signatures this 1st day of October 1894

H. A. Magruder
 N. H. Allen
 Trustees Cauden white school

State of Mississippi
 Madison County

Personally appeared before me the undersigned Justice of the Peace of said County H. A. Magruder, and N. H. Allen who acknowledged that they signed and delivered the foregoing Deed as their own act and deed on the day and year therein named witness my hand this 1st day of October 1894
 Samuel Milburn J.P.

John W. McKay age 45 } Filed for record at 12 o'clock Oct 9th 1894
To D. A. Bully } and recorded Oct 9th 1894
D. A. Bully } James Priestly Clerk

Know all men by these presents that I John W. McKay, for and in consideration of One hundred and fifty dollars cash in hand paid by D. A. Bully have released and quit claimed and by these presents doth release and quit claim unto D. A. Bully all my right title interest and claim in and to the following described lands, to wit:

S 1/2, T 1/2, R. 6 1/2 Section 16, Township 7, of Range 2 East containing 40 acres more or less All situated in the County of Madison State of Mississippi

Witness my hand this 24th day of September 1894

J. W. McKay

Subscribed and sworn to before me this 24th day of September 1894

H. O. Haynie

Notary Public Mobile Co Alabama

John W. McKay } Filed for Record Oct-20th A.D. 1894
To D. A. Bully } Recorded Oct-22nd 1894
D. A. Bully } James Priestly Clerk

Know all men by these presents that I John W. McKay, for and in consideration of One Hundred and Fifty dollars cash in hand paid by D. A. Bully have released and quit claimed, and by these presents doth release and quit claim unto D. A. Bully all my right, title, interest and claim in and to the following described lands to wit: -

S 1/2 N 1/2 S E 1/4 Section 16 Township Seven of Range Two East, Containing forty acres more or less, all situated in the County of Madison and State of Mississippi

Witness my hand this the 15th day of Oct 1894

J. W. McKay

State of Alabama, County of Mobile } Personally appeared before the undersigned H. O. Haynie Clerk of the Probate court of said County the within named J. W. McKay 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 15th day of October A.D. 1894

H. O. Haynie Clerk

Probate Court Mobile, Ala

S. H. Mulhurrin of Co. erroneously recorded in Book A A
To J. Deed 3 page 443
John Pitt 2

James Priestley clerk
Filed for Record this 13th October 1894 and
Recorded Oct 13th 1894

This Indenture made and entered into
this the 10th day of January 1876 between S. H. Mulhurrin of the
County of Madison and State of Mississippi of the first part
and John Pitt of the same State and County of the second part - witness
eth that for and in consideration of the sum of Two Hundred and
Fifty dollars in hand paid by the said John Pitt the receipt whereof is
is hereby acknowledged the said party of the first part hath granted bar-
gained sold and conveyed and by these presents doth grant bargain sell
and convey unto the said party of the second part the following described
lands to wit: The South half of the East half of the South East
Quarter section 2 T 7 Range one East containing by estimation forty
acres or the same more or less and lying and being in the County and State
aforesaid to have and to hold the herein before mentioned granted &
described premises & the appurtenances of the same belonging unto the
said John Pitt his heirs and assigns in fee simple forever the said S.
H. Mulhurrin for himself, his heirs executors &c. covenant to and with the
said John Pitt his heirs and assigns that he will and they shall, the hereof
granted and described premises and every part thereof unto him, the said John
Pitt his heirs and assigns against the claims of all persons former or
-want and depend finally. By these presents I, the testimony whereof the said
S. H. Mulhurrin has hereunto set his hand and seal the day and
year first above written.

S. H. Mulhurrin *(Signature)*

Personally appeared before me C. E. Audin a Justice of the
Peace of Madison County, Mississippi and State of S. H. Mulhur-
-rin who acknowledged that he signed, sealed & delivered the
-going deed as his act and deed for the purposes therein specified

Given under my hand and seal this 17th January 1876

R. E. Audin *(Signature)*
3rd Police District Madison County

John Pitt 2 Filed for Record Oct 13th 1894
To J. Mortgage deed 3 Recorded Oct 13th 1894
Kezzel Phillips 2

In consideration of
Two Hundred and Ten dollars due me by Kezzel
Phillips as is evidenced by his two promissory notes
of even date herewith one for one hundred dollars

The two notes mentioned in this story are cancelled & paid & returned by John Pitt & former the original story cancelled with its original with serials April 17 1894

on December 1st 1894 and the other for One Hundred & Ten dollars due on December 1st 1895, said notes bearing interest after their respective maturities at 10% per annum to secure both of which notes a vendors lien is hereby retained and secured in my favor my heirs and assigns upon the land hereintofore described. I John Pitt do hereby convey and warrants unto the said Hazel Phillips from the following described lands lying being and situated in Madison County State of Mississippi to wit: The S² E² S² E⁴ sec 2 Town 7 Range one East

Witness my hand and seal this the 13th day of October A.D. 1894

Attest:
H. W. Conell

John Pitt
his mark

State of Mississippi
Madison County

Personally appeared before the undersigned James Priestly clerk of the chancery court of said County the within named John Pitt 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 13th day of Oct A.D. 1894
James Priestly clerk

The four notes described in this story have been cancelled & paid & returned by Mary E. Burton March 12th 1896

D. A. + E. A. Cully (Filed for Record Oct-15th 1894
To 3 Deed (at 8 o'clock A.M. Recorded Oct-15th 1894
Mary E. Burton James Priestly clerk

In consideration of One hundred and fifty dollars cash receipt whereof is hereby acknowledged, and the further consideration of one hundred dollars to be paid E. A. Cully thirty days from date of this instrument, and three hundred dollars to be paid on 1st January A.D. 1895; and two hundred and fifty dollars to be paid on 1st day of June 1896, and one hundred dollars to be paid on 1st of January A.D. 1896, for all of which sums Mary E. Burton has given her several promissory notes of even date with this instrument, payable to E. A. Cully as aforesaid, and in further consider-

ation that said Mary E. Benton assume the pay-
 ment of five promissory notes given by D. A. &
 E. A. Cully to Mrs E. L. Wood. One for \$ 150⁰⁰ pay-
 able July 1894, one for \$ 140⁰⁰ payable July 1896
 one for \$ 130⁰⁰ payable July 1896, one for \$ 120⁰⁰
 payable July 1897, and for \$ 110⁰⁰ payable July 1898
 Mrs D. A. Cully and his wife E. A. Cully hereby
 convey and warrant unto the said Mary E. Benton
 the following described lands lying and being
 situated in Madison County State of Mississippi
 to wit: - 12³/₁₀₀ acres off the South End of the
 E 1/2 S W 1/4 and 10 acres off of the South End of
 the N 1/2 S W 1/4 Sec- 15: and E 1/2 E 1/2 N W 1/4 and
 24 acres off the East side of the N 1/2 W 1/2 S W 1/4
 Sec- 22. All in Township 7. R. 2. East, together
 with all improve ments to have and to hold
 unto the said Mary E. Benton and her heirs
 forever. The grantor herein reserves a vendors
 lien on the above conveyed lands for the
 purchase money thereof and the notes assumed
 Witness our signatures this 9th day Oct- 1894

D. A. Cully
 E. A. Cully

State of Mississippi }
 Madison County } 3

Personally appeared before me
 R. W. Stewart a justice of the Peace in and for
 said County and State the within named D. A.
 Cully and E. A. Cully who acknowledged that
 they signed and delivered the foregoing deed
 on the day and year therein mentioned as
 their act & deed

Given under my hand this the 12th day. Oct- 1894
 R. W. Stewart J. P.

five promissory notes of said John le Russell and Peter B Russell of the first part dated the ninth day of October A.D. 1894 and to become due as follows to wit:

- One note for \$50⁰⁰ Fifty Dollars due November first 1895 (fixed)
 - One note for \$50⁰⁰ Fifty Dollars due November first 1896 (fixed)
 - One note for \$50⁰⁰ Fifty Dollars due November first 1897 (fixed)
 - One note for \$50⁰⁰ Fifty Dollars due November first 1898 (fixed)
 - One note for \$300 Three Hundred Dollars due November first 1899 (fixed)
- bearing interest at the rate of ten per cent per annum from maturity until paid and for the payment of the interest thereon accruing before maturity of said principal notes five interest notes have been executed under the same date to become due as follows to wit:

- One note for \$57⁰⁰ Fifty One Dollars due November first 1895 fixed
- One note for \$45⁰⁰ Forty Five Dollars due November first 1896 fixed
- One note for \$40⁰⁰ Forty Dollars due November first 1897 fixed
- One note for \$35⁰⁰ Thirty Five Dollars due November first 1898 fixed
- One note for \$30⁰⁰ Thirty Dollars due November first 1899 fixed

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

And whereas it is understood and agreed that said parties of the first part will promptly pay all taxes assessments and charges that are or would become a lien upon said property, as the same may be due and payable and will keep the buildings and machinery situated on said lands insured for the full term of this mortgage in some responsible company or companies satisfactory to the said party of the third part in the sum of \$ _____ and will assign and deliver said policies of insurance to said party of the second part for the use and benefit of said party of the third part, and all persons interested in the debts secured herein and that if said parties of the first part, shall fail to obtain and keep up said insurance or shall fail to obtain and keep up said insurance or shall fail to assign and deliver said policies of insurance to said party of the second part within ten days from the execution of this Indenture, or shall fail to pay any of the taxes, assessments or other legal charges upon said property, when they become due or shall permit the same to be sold forfeited or forfeited for any reason, then said party of the third part, or any of its successors or assigns, or any person

or persons interested in any of the debts hereby secured, shall be entitled to obtain said insurance and to pay said taxes assessments and other legal charges and in case of sale redeem said property; and all moneys so paid all all expenses incurred therein and thereby, and all payments made at the option of said party of the third part or by any person interested as aforesaid, for insurance by any reason of any failure of said parties of the first part, to obtain or keep up the insurance or to assign and deliver said policies as hereinbefore provided, and all attorneys fees fixed at five per centum on the amount in suit in the event of litigation shall be a part of the principal debt secured by this instrument and shall respectively bear interest at the rate of ten per cent. per annum from date of payment thereof or liability incurred therefor by the creditor. But the amount so paid for premiums on insurance shall not exceed in any one year the sum of \$_____

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

And the said parties of the first part do hereby waive and renounce any and all rights of appraisement redemption and homestead.

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

If default is made in the payment of any of the debts above described, or any portion thereof when due, or if any of the covenants and agreements herein set forth are not kept then the said party of the second part when so requested by the party of the third

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

In case of refusal or neglect or incompetency to act of said trustee or his absence from the State, or his absence, then said party of the third part or any holder of said note or notes or legal representatives can at any time they may deem appoint a trustee in the place of said party of the second part or any succeeding trustee whose acts done in the premises shall be of the same validity as if done by the trustee herein named: and should the said trustee at any time believe said property or any part thereof endangered as a security for the indebtedness

of the said parties of the first part to the said party of the third part. he may take the same or any part thereof into his possession and hold it until said indebtedness is paid, or until said property is sold, as aforesaid; but until demanded by the Trustee for any of the purposes aforesaid, said party of the first part may hold the same; but nothing in this Indenture shall be construed as requiring the trustee herein to take or have actual possession of any of said property before being authorized to sell the same as hereinafter mentioned.

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

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

In Witness Whereof the said parties of the first part have hereunto set their hands the day and year first mentioned.

John C. Russell
Bettie B. Russell

State of Mississippi
Madison County

Personally appeared before me Clerk of the Chancery Court in and for said County the within named John C. Russell and Bettie B. Russell his wife who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of said Court this 30th day of October 1894
James C. Rustler
Clerk

Dallas + Sallie Robinson - Filed for Record Oct 24th 1894 at
To H. B. Greaves Recorded Oct 24th 1894 3/30 PM

To secure Mrs E. D. Johnson of Trinity Miss Dallas paid me by Mrs E. D. Johnson evidenced by my promissory note of mortgage herewith due and payable Feb 1st 1895 and bearing interest at the rate of ten per cent per annum I convey and warrant to H. B. Greaves the following described land situated near Canton Miss being the house now owned and occupied by me as a residence being the same house and lot bought by me of Dr T. H. Halland said deed is recorded in Book 224 on page 170. the description of this lot more fully appearing therein.

In trust, nevertheless: That is to say upon the following conditions: If the said Sallie Robinson shall fail to pay Mrs E. D. Johnson or her assigns, the amount of said indebtedness at the maturity thereof and all interest accruing thereon; then the said H. B. Greaves or his successor shall sell said property before the Court House door in Canton at public auction to the highest bidder for cash after giving ten days notice by posting notice of the time and place of said sale in three or more public places and shall convey the place so sold to the purchaser thereof by proper deed of conveyance and from the proceeds of said sale said H. B. Greaves shall first pay the cost and charges of this deed and of said sale and then pay Mrs E. D. Johnson the amount of her said indebtedness and interest due thereon and the remainder if any to said Sallie Robinson.

If said Sallie Robinson pay said note and interest due thereon then this deed shall be null and void.

If H. B. Greaves fails or refuses to perform the duties of trustee as aforesaid then the said Mrs E. D. Johnson shall in writing appoint another trustee whose actions and doings shall be as binding as if done by H. B. Greaves trustee aforesaid

Signed this the 24th Oct 1894

Sallie Robinson
Dallas Robinson

State of Mississippi
Madison County

Personally appeared before the undersigned (Jas) Priestly Clerk of the Chancery Court of the said County the within named Sallie + Dallas Robinson 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 24th day of October 1894
James Priestly
Clerk

This deed satisfied in full May 24th 1895
H. B. Greaves Trustee

Thos A. Holloman, Filed for Record Oct-26th 1894
 Do. 3. Deed. } at 8 o'clock A.M. & Recorded Oct-26th 1894
 Mrs N. H. Holloman } James Priestley CLK

In consideration of Two Hundred dollars to me paid which is hereby receipted I have this day sold and conveyed to Mrs N. H. Holloman a plot of land situated near Madison Sta. Madison Co. Miss. and described thus: A portion of the E 1/2 of N W 1/4 (Sec. 17. T. 7. R. 2. E.) Sec. Seventeen Township 7. Range 2. East. West of F. C. Rail road, 9 acres more or less a plot previously deeded to me by J. H. Boswell and wife; In witness hereto, I have signed my name this 15th day of Sept 1894.

Thos A. Holloman

County of Leflore, State of Miss. Personally appeared before me a Justice of the Peace in and for said County and State, Thos A. Holloman who under oath testified that he signed and delivered the above deed on the day therein given
 Sept 18th 1894
 W. C. Sibley J.P.

J. A. Ray + Mary A. Lewis
 Ballie B. Ray + J. A. Ray
 Lizzie Cully + J. L. Ray
 J. W. Ray
 Do. 3. Deed } Filed for Record Oct-26th 1894
 Fletcher H. Ray } at 8 o'clock A.M. & Recorded
 } Oct-26th 1894
 } Jas Priestley CLK

In consideration of the sum of Ten dollars cash in hand paid us by Fletcher H. Ray the receipt of which is hereby acknowledged we the heirs at Law of N. A. + M. E. Ray do hereby convey & disclaim unto the said Fletcher H. Ray the following described lands lying & being situated in Madison County State of Mississippi to wit: The W 1/2 N E 1/4 Sec. 11. Town 17. Range 2 East
 witness our hands & seals this the 13th day of September A. D. 1894.

State of Mississippi
 Madison County
 Personally appeared before me
 J. A. Ray + Mary A. Lewis
 Ballie B. Ray + J. A. Ray
 Lizzie Cully + J. L. Ray
 J. W. Ray

undersigned R. L. Smith a Justice of the Peace of said County the within named: J. A. Ray, Mary A. Lewis, Sallie C. Ray, T. A. Ray, Leggie Cully, W. L. Ray & J. W. Ray who acknowledge that they signed and delivered the foregoing Deed on the day and year therein mentioned, as their act and deed.
 Given under my hand and seal, at office, this 4th day of Oct. A.D. 1894
 R. L. Smith J.P.

E. A. Stone Et al (Filed for Record Oct-29th 1894 at 4 o'clock P.M. & Recorded Oct-29th 1894)
 To 5 Deed
 Mary A. Lutz James Priddy Clerk

This should read \$1000 instead of 1000

In consideration of Three hundred dollars (\$300⁰⁰) to us paid by Mary A. Lutz We Edward W. Stone John W. Stone Mary J. Rose Clara M. Stone Fannie Hoosking Julia Spooner Whelch do hereby convey & warrant to said Mary A. Lutz the following described real estate in the City of Canton Madison County Mississippi to wit: That certain lot & premises on the South side of North Street on which the late Mrs. Elizabeth Jane Stone resided at the time of her death & of which she died seized and possessed, said lot lying west of & adjoining the residence lot of Mrs. Kate Murphy & being 162 1/2 feet front on said North Street & running back in parallel lines South 268 feet said lot is designated on the map of Canton by J. P. George as Lot No 14 on South side of North Street

Witness our signatures this 19th day of September 1894

E. W. Stone
 John W. Stone
 Mary J. Rose
 Clara M. Stone
 Fannie Hoosking Whelch
 Fannie M. Hoosking

State of Mississippi
 Madison County I Personally appeared before the undersigned Justice of the Peace of said State

and county the within named Edward H Stone
John W Stone and Mary J Ross who acknowledged
that they signed and delivered the foregoing instru-
ment on the day and year therein mentioned
Given under my hand this 3rd day of October 1894

State of Mississippi
Hinds County

J R Kearney J. P. or
Notary Public

Personally appeared before me
A. C. Jones Notary Public in and for the city of
Jackson, said County and State the within named
Klara M. Stone who acknowledged that she signed
and delivered the foregoing instrument on the day
and year therein mentioned

Given under my hand this 24th day of Oct- 1894
A. C. Jones Notary Public

State of Georgia
Fulton County

Personally appeared before E. P.
McBurney Notary Public of Fulton County Georgia
Fannie M. Hosking who acknowledged that she
signed and delivered the foregoing instrument on
the day and year therein mentioned

Given under my hand and seal this 10th day
October 1894 E. P. McBurney Notary Public
Fulton Co. Georgia

State of Mississippi
Yazoo County

Personally appeared before me
John Henderson Notary Public in and for
Yazoo City in said County State the within
named Jennie Annan Whiles who acknowl-
edged that she signed and delivered the
foregoing instrument on the day and year
therein mentioned

Given under my hand this 6th
day of October 1894

John Henderson
Notary Public

seal

G. R. Camp Sheriff Filed Oct 30th 1894 at 4.00 P.M.
To J. Reed Recorded Oct 30th 1894.
Le Olsen

State of Mississippi
Madison County

return by the clerk of the Circuit Court of Madison County on the 7th day of July A.D. 1894 returnable before said court on the 4th Monday of Nov A.D. 1894 to enforce a judgment of said court rendered on the 29th day of May A.D. 1894 in favor of Le Olsen against F. P. Gravelly for Twenty nine Hundred and twenty two 2400 dollars and cents I, as Sheriff of Madison County have this day according to law sold the following lands to wit: a lot of land in city of Canton County of Madison State of Mississippi beginning at the North West corner of a lot conveyed by Mary A. Lutz to F. P. Gravelly by deed dated July 26th 1892 and recorded in Land records of Madison County Mississippi in Deed Book 13 B. B. page 49 & thence running West along the northern boundary line of Leach and Gergains addition to the city of Canton about 65 feet to a point where a post and wire fence which runs north and south intersects with said boundary line. Thence north along the line of said fence 475 feet thence East 65 feet to the northwest corner of the lot above mentioned thence South along the western boundary line of said lot to the place of beginning 475 feet. said lot being located in South East corner of T² S⁶ E sec 13 T⁹ R 2 East. also another lot in same city, county and state commencing at a point on the northern boundary line of Leach and Gergains addition to the city of Canton at the West side of the northern terminal of rail road that thence running north 475 feet thence East to the street which runs along side of the Illinois Central R Road on the North side of said Rail road - thence in a South Easterly direction along the Western boundary line of said street to the point of beginning thence due West to the point of beginning being 2 1/4 acres more or less and being located in the Southern part of T² S⁶ E sec 13 T⁹ R 2 East also upon S² of Lot 6 according to a plot of Leach and Gergains addition to the city of Canton and recorded in Land records of Madison County Miss in Deed Book D pages 434 & 435 also upon the house and erections on said land also upon pump, brick pumping station engine and boiler and foundation reservoir and accoutrements of same all being situated on said lands above described also the mule track all foundation sitting and fixtures for same also foundation of

to a point due East from the
These words should be under
lined & is a part of the record
- Geo. Canale

pumping station engine and boiler and foundation reservoir and accoutrements of same all being situated in the aforesaid pumping station and on the land aforesaid situated in Madison County Mississippi when he Olsen became the best bidder thereof at the sum of One Hundred Dollars and he having paid said sum of money I now convey said land to be Olsen.

Witness my hand the 6th day of Sept A.D. 1894
L.R. Kemp shuff

The State of Mississippi
Madison County

Personally appeared before me M. Allen Clerk of the Circuit Court of the County of Madison in said State the within named L.R. Kemp shuff of Madison County who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal at my office in the City of Canton Miss this the 6th day of Sept A.D. 1894
M. Allen
Clerk

J.A. Milton
To T. Weed
Saml Milton

Filed for Record Nov 1st 1894 at 8.00 a.m.
Recorded Nov 1st 1894

In consideration of Two Hundred dollars sixty dollars in hand paid I convey and warrant to Saml Milton the following land situated in Madison County State of Mississippi and described as the E² S² E² N² E² section 10 Range 4 East + N² N² E² less 20 acres off North end section Eleven (11) all in Township 10 R. 4 East

Witness my signature this 7th day of January 1890

State of Mississippi
Madison County

J.A. Milton

Personally appeared before me a Justice of the Peace of the County aforesaid J.A. Milton 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 10th day January 1890
D.J. Bromberg

Sandy Scott } Filed Nov 6th 1894 at 3 o'clock
 To 3rd Deed } P.M. & Recorded Nov 6th 1894
 Thomas Scott } James Priestly

In consideration of my love and affection for my son Thomas Scott, I convey and warrant to him the following described land to wit: - The E 1/2 of the S 1/2 of the E 1/4 of the N E 1/4 of Section No 10, Township 10, Range No 5 - East, T10N R5E S10 of Madison County, Mississippi, containing 20 acres more or less. Witness my signature at this the 6th day of November A.D. 1894.

Witness
 J. P. George
 Sandy ^{his} Scott
 J. M. Grafton D. C.

State of Mississippi }
 Madison County } Personally appeared before the undersigned, Jas. Priestly, Clerk of the Chancery Court of the said County, the within named Sandy Scott, who acknowledged that he signed and delivered the foregoing Deed, on the day and year therein mentioned as his act & deed Given under my hand and seal, at office this 6th day of November A.D. 1894.

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

W. P. Horn } Filed for Record Nov 6th A.D. 1894
 To 3rd Deed } at 3 o'clock P.M. & Recorded Nov 7th 1894
 Mary A. Lutz & } James Priestly Clerk
 A. Garbarino }

In consideration of thirty five hundred dollars to me paid by Angelo Garbarino and Mary A. Lutz, I, W. P. Horn do hereby sell convey & warrant to said Angelo Garbarino & Mary A. Lutz the following described real estate in the city of Canton Madison County Mississippi That certain lot with store house thereon situated on the East side of Liberty Street, on the East side of the public square, & now occupied by Nathan Miller. Said lot may be designated according to the original plot of the said city as the North half of the South half of Lot No four (4) square

No Eight (8) and is designated on the map of said Canton by J. P. George as Lot - No 15 - on East side of Liberty Street said lot being 25 feet front & 200ft deep more or less

To have and to hold to them the said Angelo Barbarius and Mary A Lutz in equal shares as tenants in common, their heirs & assigns forever. The taxes for 1894 are to be paid by me
Witness my hand this 6th day of Nov 1894
J. P. Horne

State of Mississippi

Madison County. I Personally appeared before the undersigned, Jas. Priestly, Clerk of the Chancery Court of the said County, the within named J. P. Horne 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 6th day of Nov A.D. 1894
Jas Priestly Clerk

Mary A Lutz &
Angelo Barbarius
To 3 D / 5
F B Pratt Trustee
Lucy A. McWillie,
Sallie W. Deukins,
Kirby P. Weathersty

Filed for Record Nov 6th A.D. 1894
at 3:15 O'clock P.M. & Recorded Nov 7th 1894
Jas Priestly Clerk

Whereas we Angelo Barbarius & Mary A. Lutz are jointly indebted as follows: - viz.
To Mrs Lucy A. McWillie in the sum of one thousand & sixty five dollars \$1065⁰⁰ Evidenced by our promissory note of even date herewith payable to the order of said Lucy A. McWillie on the 3rd day of January 1897, with interest at the rate of ten (10) per cent. Annua from Jan 3^d 1895 - payable Annually! -
To Mrs S. W. Deukins in the sum of Eight Hundred & Seventy five Dollars \$875⁰⁰ Evidenced by our promissory note of even date here with payable to the order of said S. W. Deukins on the 3^d day of January 1897, with interest from January 3^d 1895 - at the rate of ten (10) per cent. per An

sum payable annually.
 To Kirby P. Weatherly in the sum of seven hundred
 & thirty Dollars (\$ 730 00) evidenced by our promissory
 note of even date herewith payable to the order of
 said K. P. Weatherly on the 3rd day of January 1897,
 with interest from January 3rd 1895 at the rate of ten
 (10) per cent per annum payable annually.
 Now therefore in consideration of the premises, and
 for the purpose of securing the payment of said
 several sums of money as they shall fall due,
 we the said Angelo Garbano and Mary A. Lutz
 do hereby sell convey & warrant, to F B Pratt the
 following described real estate in the city of
 Canton, Madison County, Mississippi
 That certain lot with store house thereon,
 situated on the East side of Liberty Street, on
 the East side of the public square, & now oc-
 cupied by Nathan Keller. Said lot may be desig-
 nated according to the original plot of said
 Canton as the North half of the South half of
 lot No. four (4) square No Eight (8), and is
 designated upon the map of said City by J. P.
 George as Lot No. 15: on East side of Liberty
 Street said lot being the same as this day
 conveyed to us by Wm. P. Horne
 To have and to hold the same to him the said
 F. B. Pratt his successors & assigns forever
 In trust however as herein after provided
 If said promissory notes with all interest thereon
 shall be fully paid at maturity & the grantors
 herein shall perform all the covenants of this
 deed, then this deed shall be null & void
 The grantors herein covenant & agree to keep all
 taxes paid on said property, & to keep the building
 thereon insured for the benefit of the beneficiaries
 of this deed, and upon the failure of said gran-
 tors to pay said taxes & keep the property insured,
 the beneficiaries herein may pay the taxes &
 effect said insurance, and all sums of money ex-
 pluded by them for such purposes shall be added
 to the debts herein mentioned & shall be secured by
 this deed. If the interest upon said promissory notes

Satisfying this 11th day of January 1897-4 payment in full of the
 notes here secured by F B Pratt & family

shall not be paid as the same shall fall due then the principal of said notes shall at once become due & payable at the option of the holders thereof. If said notes or any one of them shall not be paid when due with all interest due thereon then it shall become the duty of said Pratt or his successor at the request of the holders of said notes or of any one of them, to sell the property herein conveyed to the highest bidder for cash, at public outcry, at the South door of the Court House of said Canton.

Such sale shall be advertised by posting written notice thereof at said Court house door ten (10) days prior to date of sale.

Out of the proceeds of such sale said Trustee shall pay all costs & expenses of executing the provisions of this deed, including five per cent. commissions to the trustee & shall pay all the debts incurred by this deed, then unpaid with interest, & the residue if any, pay to the grantors herein.

In the event that the proceeds of such sale shall not be sufficient to pay all the expenses & all the debts herein provided for, then the holders of said notes shall be paid pro rata.

The holders of said notes may in writing appoint some other person to act in place of said F. B. Pratt as Trustee, whenever they shall deem it advisable and for their interest so to do & such person so appointed shall become vested with all the powers herein conferred upon said Pratt.

Witness our signatures this 6th day of November 1894

Mary Amelia Lutz

A. Garbano

State of Mississippi

Madison County

Personally appeared before the undersigned, Jas. Prustey, Clerk of the Chancery Court of the said County, the within named Mary A. Lutz & Angelo Garbano who acknowledged that they signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned as their act & deed. Given under my hand and official seal, at office, this 6th day of November A. D. 1894.

Real
Jas Prustey Clerk

Emma Sanderson } Filed for Record Nov 8th 1894
 Toz was dead } 1894 at 3 o'clock P M & Recorded
 Ben Heedorffer + } Nov 9th 1894
 Eugene Heedorffer } James Priestley clk
 for consideration of the sum of
 Eleven Hundred Dollars cash in hand paid me by
 Ben Heedorffer and Eugene Heedorffer the receipt of
 which is hereby acknowledged, If Emma Sanderson
 an unmarried woman, do hereby convey and
 warrant unto the said Ben Heedorffer and
 Eugene Heedorffer 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 South
 side of Fulton Street 300 feet west of the South
 western corner of the intersection of Fulton Street
 with Union Street at the North western cor-
 ner of the Emma W. Walker Lot & running
 thence west along the South side of Fulton
 Street 207 feet to the North East corner of the
 Agnes Owens Lot & thence South 200 feet to the
 South East corner of said Owens Lot & thence
 East 207 feet to the said Walker Lot & thence
 North 200 feet to Fulton Street the point of
 beginning. I agree to pay all Taxes on said
 property for 1894
 Witness my hand & seal this the 8th day of Novem-
 ber A. D. 1894 *Emma Sanderson*

State of Mississippi
 Madison County I Personally appeared
 before me A. P. Heill Mayor & Ex Officio
 J.P. of the City of Canton Miss, the within
 named Emma Sanderson, who acknowl-
 edged that she signed and delivered the
 foregoing instrument on the day & year
 therein mentioned
 Given under my hand this the 8th day
 of Nov 1894 A. P. Heill Mayor
 & Ex officio J.P.

J. V. Fitchett Filed for Record at 4:00 PM Nov 10th
To 3 Deed 1894
Roscoe Horton Recorded Nov 12th 1894

In consideration of One Hundred Dollars cash in hand paid me by Roscoe Horton the receipt of which is hereby acknowledged I J. V. Fitchett do hereby convey and warrant unto the said Roscoe Horton the following described real estate situated in the City of Canton County of Madison and State of Mississippi to wit:

Beginning at the SW corner of the Wiley Martin lot which corner is 400 feet South of Academy Street and 200 feet West of East of Lyons Street and running thence West 50 feet and thence North 20 feet & thence East 50 feet ^{to said Martin lot} and thence South 200 feet to the point of beginning being the S² of Lot 11 South of Academy Street as laid off on the map of said City prepared by J. P. George surveyor.

Witness my hand and seal this 10th day of November A.D. 1894
J. V. Fitchett Seal

State of Mississippi
Madison County

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

Given under my hand and official seal this 10th day of Nov^r A.D. 1894
Jas Pruetty Clerk
J. M. Grafton Sec

Roscoe Horton Filed for Record at 4:20 PM
To 3 Deed on the 10th day of November 1894
Peter Luckett Recorded Nov 12th 1894

In consideration of the sum of One Hundred and fifty dollars cash in hand paid me by Peter Luckett the receipt of which is hereby acknowledged I Roscoe

Horton a widower do hereby convey and warrant unto the said Peter Luckett the following described real estate situated in the city of Canton - County of Madison and State of Mississippi to wit:

The north half of that lot of land conveyed to me by J. V. Fitchitt by deed on the 9th day of November 1894 the lot hereby conveyed being 50 ft east and west and 100 ft north and south reference being had to said deed the description will run fully appear

Witness my hand and seal this 10th day of November 1894

Proce^h Horton
 in

State of Mississippi
 Madison County

Personally appeared before the undersigned Jas Priddy Clerk of the Chancery Court of the said County the within named Ornel Horton who acknowledges that he signed and delivered the foregoing deed on the day and upon the terms mentioned as his act and deed.

Given under my hand and official seal this 10th day of Nov 1894

Jas Priddy Clerk
 J. B. Galloway

J. B. Galloway
 and wife

Filed for Record Nov 22nd 1894 at 8 o'clock
 Recorded Nov 22nd 1894

To J. Reed of Trustees
 To secure
 Thos. King & Putnam
 Thos. King & Putnam

Whereas James B. Galloway and Jessie Galloway wife of said James B. are indebted to Messrs Thos. King & Putnam a Cotton and Commission house of New Orleans La in the sum of sixteen hundred and fifteen 26100 dollars (\$1615²⁶) evidenced by promissory notes dated April 28th 1894. One for the sum of \$495⁰⁰ due May 28th 1895. One for the sum of \$580⁰⁰ due May 28th 1896 and one for the sum of \$540⁰⁰ due May 26th 1897. all of said notes bearing interest at the rate of eight per cent per annum after maturity

Now therefore in consideration of the premises and of the sum of One dollar to us paid and for the purpose of securing the prompt payment of said

promissory notes at maturity we the said James B and Jessie
Yellowly do hereby convey and warrant to F. B. Pratt
the following described lands in Madison County, to wit:
All of section (30) thirty and all of section (31) thirty
one Township (7) seven Range two East in said
County.

To have and to hold the same to him the
said F. B. Pratt his successors and assigns upon
the trusts herein expressed. If any one of said
promissory notes shall not be paid when due then
and in that event all of said notes shall at the
option of the holder thereof become at once due and
payable and it shall then become the duty of said
F. B. Pratt to sell the lands herein conveyed or so
much thereof as may be necessary and out of the proceeds of
such sale pay the costs and expenses of executing the pro-
visions of this deed including five (5) per cent com-
missions to said trustee and shall pay the amounts
of said promissory notes together with all interest that
may have accrued upon such as may be past due
deducting from the notes not then due upon their face
interest upon the same at the rate of 8 per cent from date
of such payment to date of maturity and the residue
of such proceeds of sale if any to be paid to us.
Such sale shall be made at the south door of
the Court House at Canton in said Madison County
after advertising some thirty days by written notice
posted at said Court House door. Such sale shall
be made at public outcry to the highest bidder for
cash.

Said James King and Putnam or their assigns
may in writing appoint some other person in place
of said Pratt as trustee whenever they shall deem
it advisable and for their interest so to do and
such person so appointed shall become vested
with all the powers hereby conferred upon said F.
B. Pratt.

Witness our hands this 25th day of Oct 1894

J. B. Yellowly
Jessie Yellowly

State of Mississippi }
Madison County } 3

Personally appeared before me R

Canton, Miss. 3/1/99
Subscribed in face of our solemn King & Putnam
James B. Yellowly
Commissioner

We the undersigned a Justice of the Peace of the County and State of Mississippi the within named J. B. Williams and James G. Kelly who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned as their last and best
 Given under my hand this 17th day of Nov 1894
 C. W. Thomas J.P.

N. C. Orrick Et ux, Filed for Record Nov-24th a 19
 To S D T 1894 at 10 o'clock A.M. & Recorded
 F. B. Pratt Trustee } Nov. 24th 1894 Jas. Priestly clk
 A. N. Parker }

Whereas, J. N. C. Orrick and indebted to A. N. Parker Cashier, in the sum of Three thousand two hundred and seventy nine & 40/100 Dollars (\$3279⁴⁰) Evidenced by five promissory notes of even date herewith, each for the sum of Six hundred & fifty five & 80/100 Dollars (\$655⁸⁰) severally due & payable to the order of A. N. Parker Cashier, on the 15th day of December 1895, 1896, 1897, 1898, & 1899, Each of said notes bearing interest from Dec 15th 1894. @ the rate of ten (10) per cent per annum payable annually

Now therefore in consideration of the premises, & of ten dollars cash in hand paid us, by F. B. Pratt, we the said, N. C. Orrick & Mary Orrick his wife, do hereby sell convey & warrant, to said F. B. Pratt, the following described real estate in and adjoining the City of Canton Madison County Mississippi to wit:

All that tract of land as was conveyed to said N. C. Orrick by deed of O. A. Luckett, Commissioner, dated May 6th 1867 & recorded in the Chancery Clerk's office of said County, Book "R" page 200, Commencing 122¹/₂ yards East of S. W. Corner of E 12 & W 14 Sec. 19, T. 9, R. 3, East, thence running North 455-yards, thence East 122¹/₂ yds, thence South 455 yds, thence west 122¹/₂ yds to the place of beginning, containing 11¹/₂ Acres more or less.

Also that lot of land conveyed to said N. C. Orrick, by deed of B. F. & Geo. J. Butt, dated

Part of the same amount herein conveyed was used under this deed 709 12/98
 see Book 25 p. 280. & balance due on the cash herein secured
 returned to new grantor & D/T dated Feb 20 1898 - see Book 25 p. 300
 John F. Williams Trustee Page 300 - May 17 1907
 See Book 25 p. 300

March 31st 1875 & recorded in said Chancery Clerk's
 office Book "F. H." page 633, beginning at S. W. cor-
 ner of E¹/₂ of S. W¹/₄ Sec. 19. T. 9. R. 3. East thence
 running East 122¹/₂ yds, thence North 273 yds, thence
 west 122¹/₂ yds, thence South 273 yds to place of
 beginning. Also that lot of land conveyed to said
 N. C. Ormick by deed of S. S. Calhoun & wife, dated
 Nov. 20th 1877 & recorded in said Chancery Clerk's
 office, Book "M. M." page 182. Beginning at the
 S. E. corner of Lot 87 of Calhoun's Addition to Canton
 as per map of said Addition recorded in said
 Clerk's office Book "W." page - 495 at a point on
 northern boundary line & at Eastern terminus of Ew-
 ings lane, thence North 1284 ft. along an old
 hedge row to a point near to & East of two Elm
 trees growing together, thence west to the Eastern
 margin of Liberty Street of the City of Canton or
 its prolongation, thence in a southerly direction
 following the Eastern margin of said Street to a
 point due west of the point of beginning where
 said Ewing lane intersects with its northern
 boundary, the Eastern boundary of said Street
 thence East on & along the northern boundary of
 said Ewing lane to the point of beginning.
 Also an undivided two thirds (2/3) of that tract
 of land conveyed to said N. C. Ormick, by deed
 of M^r Farland & Thurson, dated July 29th 1875 &
 recorded in said Clerk's office Book "G. G." page
 268, beginning at S. W. corner of the Pedree lot
 on Academy Street of said City of Canton,
 thence running west with said Street fifty feet,
 thence North one hundred feet, thence East fifty
 feet, thence South 100 feet to point of beginning
 on Academy Street. All of the afore said tracts
 of land lying & being in & adjoining the City
 of Canton, Madison County Mississippi
 Do have and to hold to him the said F. B.
 Poath, his assigns & successors forever upon
 the trust herein set forth

If default shall be made in the payment of
 any one of the notes herebefore mentioned,
 when due or if default be made in the

payment of the annual interest upon said notes or if the grantors herein shall fail to perform all the covenants of this deed, then all the notes then unpaid shall at the option of the holder of the same at once become due & payable. Said the said F. B. Pratt or his successor shall at the request of the holder of the notes then unpaid proceed to enforce the provisions of this deed by sale of the property herein conveyed, and out of the proceeds of such sale pay the costs & expenses of executing this trust, & shall pay all the debts secured hereby, then unpaid, & the residue if any pay to the grantors herein. Such sale shall be made at the south door of the Court house at said city of Canton at public Auction to the highest bidder for cash. Such sale shall be advertised by posting written notice thereof at said Court house door 10 days prior to the day of sale.

The grantors herein by covenant with said A. M. Parker, that they will keep the buildings upon said property insured for the benefit of the holders of said notes, and that they will keep all taxes upon said property paid; and upon failure of the grantors to so insure & to so pay said taxes, the holder of said notes may effect such insurance & pay such taxes, and the money so paid for insurance, or taxes or both shall be added to the debt herein mentioned & shall be secured by this deed. Said A. M. Parker or whoever may become the holder of said notes may in writing appoint some other person to act in place of said Pratt as trustee whenever he shall deem it advisable & for his interests so to do. & such person so appointed shall become vested with all the power herein conferred upon said F. B. Pratt. Witness our hands this 17 day of November 1894

N. C. Orrick
Mary Orrick

State of Mississippi
Madison Co

Practically appeared before

me A. P. Hill Mayor & Ex officio J.P. of the City
of Canton County State aforesaid, the within named
W. C. Orrick & Mary Orrick, who acknowledge
that they signed & delivered the foregoing instrument
on the day & year therein mentioned
Given under my hand & seal this the 22nd day of
Nov 1894
A. P. Hill Mayor & Ex officio J.P.

Susan S Hoffman Filed Dec 3rd A.D. 1894 at 2 o'clock P.M.
To 3 Deed } and Recorded Dec 5th 1894
R. H. Horton } Jas Prouty CLK

In consideration of Three Hundred
dollars (\$300.00) to me paid by R. H. Horton the
receipt whereof is hereby acknowledged, I Susan S
Hoffman do hereby sell convey & warrant to said
R. H. Horton the following described land in Madison
County Mississippi to wit: The E¹/₂ of S¹/₄ Sec
tion twenty nine (29) Township Eight (8) Range
two (2) west in said County
To have and to hold the same to him the said
R. H. Horton his heirs & assigns forever
witness my name this 3rd day of December 1894
Susan S. Hoffman

State of Miss -
Madison County } Personally appeared before me
A. P. Hill Mayor & Ex officio J.P. the within named
Mrs S. S. Hoffman, who acknowledged that she
signed & delivered the foregoing instrument on the
day & year therein mentioned
Given under my hand this the 3rd day of Dec 1894
A. P. Hill Mayor & Ex off - J.P.

Susan S Hoffman Filed for Record Dec 3rd A.D. 1894
To 3 Deed } @ 2 o'clock P.M. & Recorded Dec 5th
R. L. & L. A. Vining } 1894. } Jas Prouty CLK
In consideration of seven
Hundred dollars to me paid by R. L. & L. A. Vining
the receipt whereof is hereby acknowledged I Susan
S Hoffman do hereby sell convey & warrant to said
R. L. & L. A. Vining the following described real
Estate in Madison County Mississippi to wit
The S¹/₂ of E¹/₂ of N¹/₄ and S¹/₄ Section (20)

Twenty, and N W 1/4 Section Twenty nine (29) in Town-
 ship Eight (8) Range two (2) west in said mad-
 ison County. To have and to hold the same to
 them the said R. L. & L. A. Vining, their heirs &
 assigns forever
 witness my hand this 3rd day of December 1894
 The interlineation of the words "and N W 1/4 Section Twenty
 nine (29) was before signing

Susan S. Hoffman

State of Mississippi
 Madison County } Personally appeared before me
 A. P. Hill Mayor & Ex off. J. P. the within named
 Mrs S. S. Hoffman who acknowledged that she
 signed & delivered the foregoing instrument on the
 day & year therein mentioned
 Given under my hand this the 3rd day of Dec
 A. P. Hill Mayor & Ex off. J. P.

A. S. Anderson, Filed for Record November 30th A. D
 To S Deed } 1894 @ 3 O'clock P. M. & Recorded Dec 5th 1894
 S Perlusky } James Priestley CLK
 In consideration of Two Hundred
 thirty seven & 25/100 (\$ 237 25) dollars to me paid
 by S Perlusky the receipt whereof is hereby acknow-
 ledged in Cash, I, A. S. Anderson do hereby convey
 warrant to said S Perlusky subject to the incum-
 brance herein after mentioned, the following described
 land in Madison County Mississippi to wit:
 Twelve Acres out of the S W Corner of N W 1/4
 Section 29 & 1/2 N E 1/4 less 10 acres out of N E Corner
 of Sec 30. All in Township nine (9) Range two. East
 being Eighty two (82) acres more or less
 Said Land is subject to a deed in trust made to
 secure Wm Mosall in the sum of four hundred &
 forty six 80/100 Dollars (\$ 446 80) which said debt
 the said S Perlusky assumes together with interest ac-
 crued thereon to date. To have and to hold to
 her the said S Perlusky her heirs and assigns
 forever Witness my hand this 30th day of November 1894
 The State of Mississippi } A. S. Anderson
 Madison County } Personally appeared before me the

undersigned Jas Priestly, Clerk of the Chancery Court of the said County, the within named A. S. Anderson who acknowledged 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. This 30th day of November A. D. 1894. ✓ ✓ ✓ Jas Priestly Clerk

J. L. Buach Et al, Executors & c
To 3 Deed
Isidor Gross

Filed for Record Nov 30th at 8 o'clock
A. M. & Recorded Dec 6th 1894
Jas Priestly Clerk

Whereas the undersigned Executors of the last will & testament of J. J. Ray deceased late of Madison County - were directed by the provisions of said will to sell certain real estate herein after described, for the purpose of paying the debts of said testator, and whereas by a decree of the Chancery Court of Madison County, Mississippi Recorded March 2nd 1894 the undersigned were ordered to sell said real estate according to the directions of said will, and whereas the undersigned did on Sept 17th 1894 in pursuance to the provisions of said will & of said decree sell said land at public auction for cash to the highest bidder at the South door of the Court house at Canton for the sum of one hundred & thirty dollars to Isidor Gross, and whereas said sale was by decree of said Court ratified & confirmed on the 26th day of Sept. 1894.

Now therefore in consideration of the premises & of the payment to us by said Isidor Gross of said sum of one hundred & thirty dollars the receipt whereof is hereby acknowledged we F. P. McKay, J. L. Buach & S. E. Ray Executors as aforesaid do hereby sell & convey to said Isidor Gross said land to wit: - The N¹/₂ N¹/₄ Section 14, and an undivided one half of the E¹/₂ S¹/₄ Sec. 9, all in Township 10th Range 15th East in Madison County Mississippi To have & to hold to him the said Isidor Gross his heirs & assigns forever.

Witness our signatures this 10th day of November 1894

S. E. Montgomery, J. L. Buach & F. P. Ray

State of Mississippi, Personally appeared before me
 Leake County } Porter Watkins a justice of the Peace
 in and for said County S. E. Moutgomery who acknowl-
 edged that she signed and delivered the foregoing in-
 strument on the day and year therein mentioned
 witness my hand this the 10th day of Nov 1874
 Porter Watkins J. P.

State of Mississippi,
 Madison County } Personally appeared before the
 undersigned, M. Allen, Clerk of the Circuit Court
 of the said County, the within named J. P. McKay
 who acknowledged that he signed, sealed and de-
 livered 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 day of Nov: A.D. 1874 M. Allen Clerk

State of Miss } Personally appeared before me Geo. T.
 Madison County } Luckett Member board Supervisor of
 Said County T. L. Bunch who acknowledged that
 he signed seal and delivered the within deed on
 the day and year within mentioned
 witness my signature this 12 day of Nov 1874
 Geo. T. Luckett M. B. S.

John & H. C. Meek
 Co's Deed
 C. Smith, S. T. McKee,
 H. D. & W. Mout Priestly,
 John & Mike Woburn,
 Will Seater, Robt Powell
 Wm Gaudell, H. W. Latimer,
 and John Levilar
 G. McKee, Canoll Smith, H. D. Priestly, W. Mout Priestly
 John Woburn, Mike Woburn, Will Seater, Robt Powell
 Wm Gaudell, H. W. Latimer & John Levilar and their
 successors & vendors as members of the Owl club
 a right of way across my land from the road
 leading from Madisonville to Smiths or Meeks
 Ferry to their Camp Ranch near Round Lake
 over the road now opened between said points
 in Madison County State of Mississippi. Witness

Filed for Record Nov. 24th A.D. 1874
 & Recorded Dec. 6th 1874
 Jas Priestly clk.

In consideration of one dollar cash
 in hand paid the receipt whereof
 is hereby acknowledged I hereby
 bargain sell grant & convey to S.

The right to use said right of way and to continue bars or gates across said road.

witness my signature this 24th July 1894

John Meek
W. C. Meek

State of Mississippi
Madison County

Personally appeared before the undersigned R. L. Smith a justice of the peace of the said County, the within named John Meek & W. C. Meek, 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 seal of office this 31st day of Aug. A. D. 1894

R. L. Smith J. P.

Owen G. Baldwin Trustee & Executor } Filed for Record Nov-
 Owen G. Baldwin, W. A. Baldwin } 26th A. D. 1894 at 10 clock
 A. J. Baldwin, Thos. J. Love } P. M. & Recorded Dec 6th 1894
 Sallie B. Love, Rosa L. Sanders } Jas Priestley clk
 Lula Love, Pearl Love }
 N. B. MacFarland, Louie Allen } In consideration of the
 Annie Colman } sum of Three Thousand
 } Dollars cash in hand paid
 } us by Lizzie T. Baldwin
 } the receipt of which is hereby acknowledged we
 Owen G. Baldwin, Trustee & Executor under the last will
 & Testament of Mary A. Baldwin deceased and Owen
 G. Baldwin in his own Right, W. A. Baldwin Andrew
 J. Baldwin Sallie J. Love (formerly MacFarland) alias
 Sallie B. Love, and Noel B. MacFarland her son and
 Thos. J. Love, Rosa Sanders, Annie Colman, Louie
 Allen Lula Love & Pearl Love, do hereby convey and
 warrant unto the said Lizzie T. Baldwin forever
 the following described lands situated being lying
 in Madison County State of Mississippi to wit:-
 E 1/2 E 1/2 NW 1/4 & W 1/2 NE 1/4 Sec. 13. Town. 9. Range 4. East
 E 1/2 SW 1/4 & SE 1/4 (sic 27) Sec 27. Town. 10 Range 4 East
 E 1/2 & E 1/2 W 1/2 of Sec. 34. Town. 10. Range 4. East
 witness our hands & seals this the 14th day of November 1894 a. D.

Owen G. Baldwin Trustee & Executor
 under will Mary A. Baldwin (Seal)
 Owen G. Baldwin, W. A. Baldwin

seal A. J. Baldwin, Thos J. Love seal
 seal Sallie B. Love, Rosa L. Sanders seal
 seal Lila Love, N. B. Macfortune seal
 seal Ione Allen & Annie Coleman seal
 Pearl Love seal

State of Mississippi
 Madison County 3. Personally appeared before the undersigned M. Allen Clerk of the Circuit Court of the said County the within named Owen G. Baldwin Trustee & Executor, Owen G. Baldwin W. A. Baldwin A. J. Baldwin, Thos J. Love, Sallie B. Love Rosa L. Sanders, Lila Love, Pearl Love & N. B. Macfortune. The said Sallie B. Love & Rosa L. Sanders, being examined separate & apart from their husbands, 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 16th day of Nov 1894 M. Allen, Clk.

State of Mississippi Personally appeared before the undersigned a Justice of the Peace of Copiah County Mississippi, Ione Allen who being examined separately and apart from her husband, who acknowledged that she signed sealed and delivered the foregoing deed as her own act and deed
 Witness my hand this the 17th day of November 1894 E. W. Steele J.P.

State of Mississippi
 Carroll County 3 This day personally appeared before me R. M. Williams the undersigned Justice of Peace in and for said County and State the within named Annie Coleman who being examined separately and apart from her husband acknowledged that she signed and delivered the foregoing instrument as her act and deed
 Given under my hand and seal of office this 20th day of November 1894 R. M. Williams J.P.

Satisfied in full - J. S. Ward

Jeff Greenwood (Filed for Record Dec 5th A.D. 1894 at 2
Loz Deed. (P.M. Recorded Dec 6th 1894
J. S. Ward } James Pristley CLK

The State of Mississippi }
County of Madison } For and in consideration of Two
Hundred Dollars due J. S. Ward & the accrued interest
at 10% on same from May 1894 to date hereof: We
have granted bargained sold & conveyed unto said
Ward that House & Lot west of the Illinois Central
Rail Road, now occupied by said Ward & during
the year 1893, occupied by Jeff Greenwood as a re-
sidence. said property being about 1/4 mile out of
the corporate limits of Canton, in said County &
State. In testimony whereof witness our hands this
3rd Dec 1894

witness
P. H. Venable
J. C. Keturie
Millie Greenwood
Jeff Greenwood
Francis Greenwood
Mitchell Greenwood

State of Mississippi } Personally appeared before the
Madison County } undersigned M. Allen, Clerk
of the Circuit Court of the said County, the
within named Millie Greenwood, Jeff Greenwood Francis
Greenwood and Mitchell Greenwood who acknowledge
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 3rd day of Dec A.D. 1894
M. Allen Clerk

Goshi & Ida Whiting (Filed for Record Dec 5th A.D. 1894
Loz D/T } at 2 o'clock P.M. Recorded Dec 6th 1894
G. D. Leitch Trustee } James Pristley CLK
Potter J. S. Ward }

For and in consideration of Two
Hundred Dollars due J. S. Ward by us introduced
by our note of this date we have this day bargained
& sold & conveyed unto G. D. Leitch Trustee all
that property lying and being in the County of
Madison & the State of Miss to wit:
The House & lot now occupied by us as a residence
& being the same property conveyed by us in trust

To W. H. Powell Trustee, & for a description of which reference is hereby made to said conveyance on Page 538. of Book 'A A A' of the records of the Chancery Clerk's office of said County, also that Lot conveyed by R. C. Daughtry to the undersigned Josp Whiting of record in said Book page 190, & also Lot No. 10 the Adams addition to the City of Canton, all in said County and State

The consideration of this deed is this: if we pay the said note at maturity in the order of the several payments therein named & interest thereon then this deed is void. But if default be made in the payment or any of them, the said G D Litch shall advertise said property for 5 days by posting before the Court House door in Canton Miss. giving time & place of sale, & proceed to sell the said property to the highest & best bidder for cash & out of the proceeds pay this debt and all costs of this deed & the execution of the trust & the surplus if any he shall pay to the undersigned. If the said G. D. Litch fail or refuse to sell then his successor appointed by J. B. Ward shall have all the powers conferred upon the said Litch witness our hands this 28th day of Nov 1844

J. B. Ward
Joshua Whiting

The State of Mississippi
County of Madison 3

Before me this day came Josp & I. da. Whiting who acknowledged that they signed & delivered the foregoing deed this the day & state above set forth as this act & deed witness my hand this 28th Nov. 1844

A. P. Keill Mayor &
Ex officio J. P.

May 30 1847

J. B. Ward

A. J. Clark and
 James L. Clark } Filed for Record Dec 8th A.D. 1894 at
 To & Deed } 5:30 P.M. & Recorded Dec 10th 1894
 Mrs Alice Ivy Clark } James Printing Co

In Consideration of two hundred
 (200⁰⁰) dollars Paid I grant bargain sell convey and
 warrant to Mrs Alice Ivy Clark the following described
 land viz. Lots Eleven and Twelve (11+12) in block
 "A" of the map of Lamocca adjoining Madison Station
 in N.E. 1/4 of S.W. 1/4 Section Eight (8) Township Seven (7)
 Range two (2) East in the County of Madison and
 State of Mississippi.

Witness my signature this the 21 day of March 1894

State of Mississippi }
 Madison County }

A. J. Clark
 James L. Clark

Personally appeared before the
 undersigned, a Justice of the Peace in and for said
 State and County A. J. Clark & James L. Clark, who
 acknowledge that they signed the foregoing instrument
 witness my hand this 21st day March 1894
 R. W. Stewart J.P.

J. B. Leauther Executor of } Filed for Record Dec 10th
 the Estate of Eli Norman } 1894 at 4:00 P.M.
 To & Deed } Recorded Dec 10th 1894

R. M. Leauther } In consideration
 of the sum of one hundred and fifty dollars in cash
 I hereby as Executor of the Estate of Eli Norman do
 grant bargain sell and convey to Robt M Leauther
 a certain tract or parcel of land situated in the
 County of Madison and State of Mississippi and
 described as follows: E 1/2 Sec 2 T. 1 R. 5 East

In testimony whereof I have hereunto set my sig-
 nature as executor this the 1st day of November 1892

J. B. Leauther
 Executor of the Estate
 Eli Norman

The State of Mississippi }
 Madison County }

Personally appeared before
 the undersigned, a Justice of the Peace the witness
 named J. B. Leauther Executor of the Estate

of Eli Harmon who acknowledges that he signed and delivered the foregoing deed on the day and year therein given under our hand and seal this 1st day of December 1892

W. J. Linn J.P.
R. M. Caution
To J. Reed
J. B. Caution

Filed for Record Dec 10th 1894 at 4:15 PM
Recorded Dec 10th 1894

In consideration of the sum of One Hundred and fifty dollars in cash I do hereby grant bargain sell and convey to J. B. Caution 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 of Sec 2 Township 11 Range 5 East
By testimony whereof I have hereunto set my hand this 20th day of February A.D. 1894

R. M. Caution
The State of Mississippi
Madison County
I, J. J. Linn a Justice of the Peace of the said County the within named R. M. Caution 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 at office this 20th day of February A.D. 1894
W. J. Linn J.P.

J. H. Gaus
To J. Reed
J. B. Caution
Filed for Record Dec 10th 1894 at 4:15 PM. Recorded Dec 10th 1894
In consideration of One Hundred and Seventy Five Dollars in hand paid by J. B. Caution to me the receipt whereof is hereby acknowledged I have this day bargained sold land conveyed and do now bargain sell and convey to J. B. Caution his heirs and assigns the following land lying and being in Madison County Mississippi and known to the East 1/2 of N 1/4 of section 12 T 11 R 5 East. The North 1/2 South West 1/4 sec 35 and South 1/2 West 1/2 of South N 1/4 of sec 36 all in

Township 12 Range 5 East. I warrant and defend
the title of said land to J. B. Leavitt his heirs
and assigns against the claim or claims of
myself my heirs and assigns this 7th day of
March A.D. 1894

J. A. Evans

State of Mississippi
Madison County

Personally appeared before me
the undersigned Justice of the Peace of the County
aforesaid J. A. Evans who acknowledges that he
signed and delivered the foregoing deed of conveyance
at his act and deed on this day and year therein
mentioned

Saml. Milton J. P.

W. W. Cunningham
Ida E. Cunningham
To F. Reed
Ida E. Cunningham

Filed for Record Dec 10th 1894 at
4:10 PM
Recorded Dec 10th 1894

In consideration of the
sum of Twenty Five Hundred Dollars cash in hand
paid W. W. Cunningham by Ida E. Cunningham
the receipt of which is hereby acknowledged we
W. W. Cunningham and Ida E. Cunningham his
wife do hereby convey and warrant unto the said
Ida E. Cunningham forever the following described
lands lying being and situated in the City of Canton
County Madison and State of Mississippi to wit -

Lots 3 + 4 in square 11 described with refer-
-ence to the original plan of the town of Canton
Miss. also that lot of land beginning at
the north west corner of said Lot 4 and run-
-ning thence north 210 feet thence East 200 feet
and thence South 210 feet to the North East corner
of Lot 3 + thence West 200 ft. to the point of begin-
-ning

Witness our hands and seals this the 10th day
of December A.D. 1894

W. W. Cunningham
Ida E. Cunningham

State of Mississippi
Madison County

Personally appeared before

the undersigned W. Allen Clerk of the Circuit Court of the said County the within named M. W. Leun-
mington and Ida E. Leunmington who acknowledge
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 10th day of Dec. 1874
W. Allen Clerk
seal

W. M. Ward { Filed for Record Dec. 11th A.D. 1874
To 3 Deed { at 2 o'clock P.M. Recorded Dec. 12th 1874
L. J. Cook } Jas Priestly CLK

In consideration of the sum of twelve
hundred dollars paid me in cash I hereby convey and
warrant to L. J. Cook the East half South West quar-
ter and South East quarter of Section twenty two and
South West quarter of Section twenty three in Township
Ten Range three East in Madison County Mississippi
Witness my hand and signature the 11th day of Dec. 1874
W. M. Ward

The State of Mississippi
Madison County } Before me James Priestly
Clerk of the Chancery Court of said County came H
M. Ward granted in the above deed who acknowl-
edged that he signed and delivered the same on the
day of the date thereof as his act and deed
Witness my hand and signature this 11th day of Dec 1874
James Priestly Ch Clerk

J. R. Hoover } Filed for Record Dec. 12th A.D. 1874
To 3 Deed { at 8 o'clock A.M. Recorded Dec 12th 1874
W. H. Hoover } Jas Priestly CLK
"State of Mississippi Madison County"

For and in consideration of the sum of one
hundred & fifty dollars cash in hand paid, the
receipt of which is hereby acknowledged, I convey
and warrant specially unto W. H. Hoover - following
described Land lying and being in the County
of Madison and State of Mississippi to wit:-

1/2 of SE 1/4 Section 28; T. 12. R. 4 East
witness my signature this the 10th day of December 1894
J. R. Hoover

State of Mississippi
Holmes County 3. Personally appeared before me the
undersigned Mayor & Ex officio J. P. the within named
J. R. Hoover, who acknowledged that he signed and
delivered the foregoing instrument on the day and year
therein mentioned
Given under my hand this the 1st day of December 1894
A. W. Hoffman Mayor
of Pickens & Ex officio J. P.

Satisfied by same city records - New city records no. 1, page 443
January 24/1895 W. H. Hoover

W. H. Hoover Filed for Record Dec. 12th A.D. 1894 at 8
O'Clock a.m. & Recorded Dec 12th 1894
Do. 3 Deed of J. I. Smith Jas Priestley Clerk
"State of Mississippi Madison County"
For and in consideration of the sum of Eight hun-
dred and twenty five dollars, due and payable
November 1st 1895, as evidenced by his certain promiss-
ory note, bearing even date here-with, I convey and
warrant unto J. I. Smith following described land same
lying and being in the County of Madison and
State of Mississippi to wit, 1/2 of SE 1/4 Section 28
T. 12. R. 4. East; Also my undivided interest in
NW 1/4 of NE 1/4 S. 33, T. 12. R. 4. East all lying
& being in Madison Co State of Mississippi
witness my signature this the 10th day of December 1894
W. H. Hoover

State of Mississippi
Holmes County 3. Personally appeared before me the
undersigned Mayor & Ex officio J. P. the above named
W. H. Hoover who acknowledged that he signed and
delivered the foregoing instrument on the day and
year therein mentioned
Given under my hand this the 10th day of December
1894
A. W. Hoffman Mayor
of Pickens & Ex officio J. P.

Satisfy and paid in full per Conn attorney books
No 1 page 410 this June 16th 1898
W.C. Kempf attorney bank

Nathan Roper Edwards Filed for Record Dec 13th 1894 at 12 m
To J Reed Recorded Dec 13th 1894

J. B. Waddy In consideration of
Three hundred and eighty dollars as evidenced by two notes of this
date one favor of J. B. E. Wilborn for Two hundred and eighty
and one favor Nathan Edwards for One hundred dollars both bear-
ing interest from date at ten per cent per annum and due
at or before Dec 1st 1898 I convey and warrant to J. B. Waddy
a tract of land in Madison County Missouri described as
North West Quarter (N.W.⁴) of North East quarter (N.E.⁴)
and South East Quarter (S.E.⁴) of South East quarter
(S.E.⁴) of section twenty nine Township Three Range
Four East less the area of 1/4th of 1/4th of 1/4th.
Witness my signature this 13th day of June 1898
Nathan Roper Edwards
Roper ^{and} Edwards

State of Missouri
Madison County
Personally appeared before me the
undersigned Mayor of Pickens and official
J. P. the within named Nathan Edwards and his
wife Roper Edwards who solemnly acknowledged that
they signed and defined the foregoing deed on
the day and year therein mentioned.
Given under my hand this
13th day of June 1898
J. H. Hoffmann
Mayor of Pickens
& official J. P.

Gus Hoover & Ann Hoover
To J Reed
John Bohner

In consideration of One hun-
dred and forty dollars to us paid by John Bohner
we Gus Hoover and Ann Hoover his wife do here
by convey and warrant to said John Bohner
the following described lot of land in Canton Madison
County Miss to wit: a certain lot of land situated
in the city of Canton Madison less Miss bounded
on the East by a lot formerly owned by Mrs Potts
on the West by Mrs O Brooks lot. on the South by a
lot owned by Thomas Joyner, on the North by a street

running East and West dividing the above lands from a lot owned by Mrs Otto in her life time containing about 1/4 of an acre and more particularly described as Lot No 8 south side of Otto street on Georges map said lot 100 x 100 feet more or less. To have and to hold to him said John Warner his heirs and assigns forever

Witness our hands this 14th day of December 1894

Geo^{his} Hoover
Ann^{his} Hoover

The State of Mississippi
Madison County

Personally appeared before the undersigned Jas Priestly Clerk of the Chancery Court of said County the within named Geo Hoover and his wife Ann Hoover who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned both and each

Given under my hand and official seal this 14th day of Dec 1894

Jas Priestly Clerk
J. M. G. G. G.

J. S. Ward Trustee
To J Deed
G. R. Walker

Filed for Record Dec 14th 94
at 5:00 PM, Recorded Dec 14th 94
Whereas Esau and Lucinda Godwin

in March 8th 1893 executed to J. S. Ward a trust deed upon the lands herein-after conveyed and to secure said Esau in a debt due by them and the said Esau under his hand having assigned and transferred to G. R. Walker the said deed and the note of said Esau and Lucinda Godwin and they at the maturity of said debt having made default in the payment thereof and the Trustee originally named in said deed to wit Leon Frye having in writing declined to act as trustee and the said G. R. Walker according to the terms of said deed and having appointed the undersigned to act in lieu of said Frye all of which appears of record and attached to the margin of Book AB on page 53 thereof

in the Chancery Clerk's office of said County and the undersigned substituted trustee upon default of the said Cesar and Lucinda Goodwin having advertised by posters for five days the lands conveyed in said deed to wit:

Ac⁴ & N⁴ of section 2 & Township 10 Range 2 East did on this 13th day of December 1894 between the lands presented by law offer the same to the highest and best bidder cash before the Court House door of Canton Miss and the said G. R. Walker being the highest bidder and offering the sum of ten cents an acre became the purchaser & in consideration of said sum I have this day as substituted trustee and do by these presents bargain grant and convey unto him the above lands.

In testimony of which Witness my hand this 13th day of December 1894
T. S. Ward Sub. Trustee

The State of Mississippi
Madison County

Personally appeared before the undersigned Jas Prouty Clerk of the Chancery Court of the said County the within named T. S. Ward substituted Trustee who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned

Witness my hand and official seal this 13th day of Dec 1894

Jas Prouty Clerk
J. M. Grafton & Co