

Partition by agreement } Filed for record at 2:00 P.M. Mch 12th 1895
 Do Here } And recorded March 12th 1895
 Joseph, Lane, Hrs } J. Pountley CW

Being the sole owners of all the property hereinafter described, and having mutually agreed to a partition of it in the manner hereinafter set forth. Now in consideration of said agreement, Mr. Virginia L. Lane, Kate Lane, Willie Lane, Birdie Lane, Henry, Josie Lane, Middleton, Joseph Richardson Lane and William Henry Lane, mutually convey and warrant specially as follows, ✓

First Do the said Virginia L. Lane for the term of her natural life only and with reversion to the remaining parties aforesaid, in fee simple in equal shares, and if any be then dead, his or her heirs, to take his or her share only, that land with its improvements and appurtenances situated in the County of Madison and State of Mississippi, and described as, All the West 1/2 of Sec 34, East of the Yazoo and Mississippi Valley Rail Road right of way except 20 acres off the east side of the east 1/2 of the N. W. 1/4 and all of the S. E. 1/4 of said Section 34 except 20 acres off the east side thereof, and the N. E. 1/4 of the N. E. 1/4 of Section 33, East of said right of way all in Township 8, Range 1 West being 304 acres more or less.

Second, Do the said William Henry Lane and his heirs forever, that land described as the West 1/2 of the South West 1/4 of Sec 2 and all of Section 3, East of said right of way, and all of the N. W. 1/4 of said Section 3 West of said right of way - all in Township 7 N, Range 1 West in the County of Hinds and State of Mississippi, and also, 214 ^{16 1/2}/₈₀₀₀ undivided interest in what is known and will be hereafter called the Hotel Property, described as that land in the town or village of Popokantus, Hinds County Mississippi, beginning on the section line dividing sections 3 and 10 of T. 7, Range 1 West in the center of said rail road, and 35.50 chains East of the corner of sections 3, 4 & 9 & 10 in said township and range, and running thence North 70° 30' West 8.95 chains along the middle of said rail road, thence East 16.75 chains thence South 12.55 chains, thence West 16.40 chains to the middle of said rail road, thence ^{North} 70° 30' West 3.60 chains along said railroad to the beginning, except the right of way of said rail road, and also all of what is known as the Saloon lot in said Popokantus, and in said Hinds County, described as, beginning where the south boundary of said Hotel Property intersects the creek bank of the creek there, and running thence West 16.40 chains, to the middle of said railroad, thence ^{South} 70° 30' East 8.40 chains along side of railroad, thence East 10.10 chains to the creek bank of said creek, thence northwesterly along the creek bank of said creek to the

beginning Except the right of way of said rail road
 Third Do said John Law mineral and then heirs forever an undivided $214 \frac{16 \frac{2}{3}}{3000}$ interest in the said Hotel Property in said Hinds County and all of what is known as Kaduti stone land in said Hinds County, described as beginning where the north boundary of the land hereinafter described as the description of two lots in the clause number five of this instrument intersects the east bank of the creek there and running thence east 6-30 chains to the middle of said railroad thence South $1^{\circ} 30'$ each 9 $\frac{1}{2}$ chains along said railroad thence West 10-50 chains to the banks of said Creek thence northwardly along the east bank of said Creek to the beginning except the right of way of said Rail Road; And also that land in the County of Madison in said State described as the $\frac{1}{2}$ of Section 35, except the east half of the east half of the North West $\frac{1}{4}$ thereof and the West half of the South East $\frac{1}{4}$ of said Section 35. And the N. $\frac{1}{2}$ of Section 34. and 20 acres off the east side of the E. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of said Section 34. and 20 acres off of the East side of the E. $\frac{1}{2}$ of the North West $\frac{1}{4}$ of said Section 34. All in T. 8. R. 1 West

Fourth! Do the said Binger Land Company and heirs forever!! An undivided $789 \frac{16 \frac{2}{3}}{3000}$ interest in said Hotel Property in said Hinds County. And also that land in Madison County, described as all of the West half of Section 34 West of said right of way and the east half of Section 33 except 5 acres in the N. E. corner each of said railroad. And the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of said Section 33. All in Township 8. Range 1 West

Fifth! Do the said State Land and heirs forever!! An undivided $664 \frac{16 \frac{2}{3}}{3000}$ interest in said Hotel Property in said Hinds County, and all of two lots of land in said Hinds County described as beginning at the same point of beginning set forth in the foregoing description of the point of beginning of the said Hotel Property. Hereinbefore described in clause No 2 of this instrument. And running thence North $1^{\circ} 30'$ West 8-25 chains. Thence West $5^{\circ} 40'$ chains to the edge of said Creek. Thence back to point of beginning. Thence South $1^{\circ} 30'$ East 2.60 chains along said Railroad. Thence West 6.30 chains to the edge of said Creek. Thence Northwardly along said Creek to the north boundary hereof except said right of way. And also that land in said Madison County described as the West $\frac{1}{2}$ of the N. $\frac{1}{2}$ and the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ Section 33 and the South East $\frac{1}{4}$ and East $\frac{1}{2}$ of the North East $\frac{1}{4}$ Section 32; T. 8. R. 1 West. And South $\frac{1}{2}$ and 20 acres south of Lo B. Road of N. $\frac{1}{2}$ of Section 29 Township 8. Range 1 West.

Sixth. To the said Willie Lane and his heirs forever!!
An undivided $329 \frac{167}{3000}$ interest in said Hotel Property in Hinds County
and all that land in said Hinds County described as the North 1/2 and the
North West 1/4 of the South West 1/4 Section 4. and the North East 1/4 and
the East 1/2 of the N. W. 1/4 Section 5. Town 7, Range 1 West

Seventh! And to the said Joseph Richardson Lane and his heirs forever
An undivided $789 \frac{167}{3000}$ interest in said Hotel Property in said Hinds
County. And all that land in said Hinds County ^{described} as the North West 1/4 of
Section 10. West of said Railroad right of way, and not embracing any
of the town or village of Pocahontas. and the West 1/4 of section 3 lying West
of said Railroad right of way. T. 7. Range 1 West. and also that land
in said Madison County; described as the S. E. 1/4 Section 28. and the N. 1/2
of the S. W. 1/4 of section 27 of T. 8 R. 1 West

Witness our signatures the 12th day of November 1894

- Virginia C. Lane
- Kate Lane
- Willie Lane
- Birnie Lane Henry
- Josie Lane Middleton
- Joseph Richardson Lane
- William Henry Lane
- William Henry Lane (full age)

State of Mississippi
Hinds County

Personally appeared before me, J. G. Duncan
a Justice of the Peace of said County of Hinds the within named
Virginia C. Lane, William Henry Lane, Josie Lane Middleton
Birnie Lane Henry, Kate Lane, Willie Lane, and Joseph Richardson Lane
who severally acknowledged that they signed and delivered the foregoing
instrument on the day and year therein mentioned

Given under my hand this 12 day of November A.D. 1894

J. G. Duncan J. P.

Hinds Co Miss

State of Mississippi

Subscribed in presence of Personally appeared before me
R Kemp clerk of the Court of the County of Hinds
Mr. Henry Lane who being over of the age of 21 yrs.
acknowledged that he again signed and delivered the
foregoing instrument on the day and year therein mentioned
as his act and deed

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

R. P. Kemp Clerk

Albert S. Caldwell Trustee } Filed for Record at 11:00 am on
 To James W. Maxwell Jr. } 12th March 1895
 Recorded March 12th 1895

This indenture made this 5th day of March 1895 between Albert S. Caldwell Trustee and Jas Maxwell Jr. Witnesseth. That whereas on the 27th day of November 1886 Michael Russell and Annie C. Russell executed and delivered their certain deed of trust to Albert S. Caldwell Trustee for the Dundee Boat and Trust Investment Company limited wherein they conveyed the hereinafter described real estate to secure the payment of certain promissory notes therein described which trust deed provided that if default was made in the payment of any of said notes as the same matured, then all of said notes might become due and payable, and that when default was made in the payment of any indebtedness thereby secured then the Trustee, at the request of the holder of said indebtedness should in order to pay said indebtedness sell the real estate conveyed in said Trust Deed: which Trust Deed also granted all rights to appraisement, sale or redemption or redemption in and to said real estate which Trust Deed was duly recorded in Deed Book T. T page 418 of the records of Madison County, Mississippi reference to which is hereby made: and whereas default was made in the payment of the principal and interest notes secured by said Trust deed maturing December 1st 1894 and whereas all of the notes secured by said Trust deed were thereupon duly declared to be due and payable and whereas said Michael Russell and Annie C. Russell failed to pay said indebtedness or any part thereof according to the terms of payment and whereas I have been duly requested as Trustee to make sale of said real estate conveyed in said Trust deed to pay said indebtedness: and whereas in compliance with said request and by virtue of the authority conferred upon me in said Trust Deed, I said Trustee did advertise said real estate for sale by giving notice of the time, place and terms of said sale in Canton Times, a newspaper published in Canton Mississippi in the manner and for the time required by said Trust deed and all the requirements prescribed by law and by said Trust deed having been complied with and whereas on Tuesday the 5th day of March 1895 in accordance with said notice and between the hours of 10 A.M. and 4 P.M. I did at the front door of the Court House in Canton Mississippi offer for sale to the highest bidder for cash the hereinafter described real estate, being the same conveyed in said Trust deed said sale being made as a whole, the Trustee having authority under said Trust Deed to sell and James Maxwell Jr. having bid the aggregate sum of nine hundred and thirty dollars for said real estate and he being the highest and best bidder for

each parcel and no person bidding more I then struck off said real estate to said James Mairnell Jr. Now therefore in consideration of the premises and of said sum of five hundred and thirty (\$530⁰⁰) dollars cash in hand paid the receipt whereof is hereby acknowledged I the said Albert S. Caldwell Trustee do hereby grant bargain sell and convey unto the said James Mairnell Jr and to his heirs and assigns forever the following real estate in Madison County State of Missouri to wit: The West Half of South East quarter and South West quarter of section twenty (29) nine. South half of Lot seven (7) in section thirty (30). North East quarter and North half of East half of North West quarter of section thirty (31) one. West half of North West quarter of section thirty (32) two. All of the above described lands being in Township ten (10) North range Two (2) East

Also Lot 9 in section Twenty Five. Township Ten (10) North Range one (1) East. Also a lot of land described as follows: Commencing at a stake six hundred and twelve (612) yards North of the South West corner of the East half of section seven (7) Township nine (9) Range Two (2) East. Thence South sixty (60) yards. thence East one hundred and fifty yards. thence North sixty (60) yards. thence West one hundred and fifty yards to beginning being the lot occupied by the stone houses and lying between the premises of B. F. Passmore and the Central Academy Boarding House containing Two (2) acres. containing in all of above lands six hundred and Fifty Two acres more or less. to have and to hold the aforesaid real estate with all and singular the privileges appurtenances and hereditaments thereto belonging to the said James Mairnell Jr and his heirs and assigns in fee simple absolute forever. And I said Albert S. Caldwell Trustee do covenant to and with said James Mairnell Jr his heirs and assigns that in making said sale and in everything the same concerning I have strictly complied with and observed the terms of said trust deed, but I make no warranty of title whatever and only convey as Trustee

In Witness whereof I have hereunto set my hand and seal this 5th March 1895

State of Missouri
Madison County

Albert S. Caldwell Trustee

This day personally appeared before me the undersigned a duly commissioned, qualified and acting Notary Public within and for said County and State the within named Albert S. Caldwell Trustee to me personally known to be the grantor in the foregoing deed and acknowledged that he signed executed and delivered the foregoing instrument on the day and year therein mentioned.

In testimony whereof I have hereunto set my hand and official seal this 8th March 1895
 (seal) before me
 A. P.

Mary B. Bevingray } Filed for record at 11.30 Oct 11 AM 1895
 Do. deed } and recorded March 20th 1895
 Jacob Madison } James P. Priddy

In consideration of three hundred dollars cash in hand paid me by Jacob Madison: the receipt of which is hereby acknowledged I Mary B. Bevingray do hereby convey and quit claim unto Jacob Madison forever the following described lands in Madison County State of Mississippi to wit

1/2 S. E. 1/4 and N. 1/2. T. 12. R. 5. E. 1/4 Sect 22. T. 12. R. 5. E. 1/4
 Witness my hand and seal this 27th day of July 1895

Mary B. Bevingray Tosell
 State of Mississippi } Personally appeared before the undersigned J. P.
 Madison County } for said State and County the within named
 Mary B. Bevingray 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 seal this 11th day of March 1895
 W. G. Levin J. P.

J. Baskin } Filed for record Oct 14th A.D. 1895 at 8 o'clock
 "No 3 Deed" } and recorded Oct 14th 1895
 Mrs G. S. Noble } Jas Priddy C. H.

"The State of Mississippi Madison County"
 In consideration of five hundred dollars cash in hand I convey and warrant unto Mrs G. S. Noble the following tract of land to wit: - The North half of the East half of the South East quarter, & South half East half of North East fourth Sect 32. Township nine N, Range 1 West containing 80 acres more or less in the State of Miss Co of Madison
 Witness my hand and seal this the eleventh day of Oct A.D. 1895
 J. Baskin seal

State of Mississippi
 Healds County
 Personally appeared before me W. Hebrer Mayor of Clinton Miss & Ex officio J. P. J. Baskin who acknowledged that he signed & delivered the foregoing instrument of writing on the day & year therein mentioned. Given under my hand & seal this 12th day of Oct - 1895
 W. Hebrer
 Mayor & Ex officio J. P.

Renewal Agreement

O. W. ^{and} U. G. Stone } Filed for record at 8 o'clock A.M. March 19th 1895
 To } And recorded March 20th 1895
 British ^{and} A. Mortg. Co } James P. Prescotty Cust

This indenture made this 13th day of Feb'y 1895 by and between the British American Mortgage Company Limited the holder of a certain promissory note for the sum of (\$1320⁰⁰) Thirteen hundred and twenty dollars, leaving a balance due thereon of (\$1200⁰⁰) Twelve hundred dollars, said note having been duly assigned to the British American Mortgage Company Limited by William F. Mellon given by U. G. ^{and} O. W. Stone and secured by a certain deed of trust on real estate in Madison County State of Mississippi dated the 9th day of May 1887 and recorded in book 266 page 309 part of the second part and U. G. ^{and} O. W. Stone claiming to own the equity of redemption in said mortgaged premises of the second part Madrifit. That the said parties for themselves and their representatives have hereby mutually agree that the time for the payment of said sum of \$1200 twelve hundred dollars being part of the said mortgage debt shall be and the same is hereby extended for the term of ^{Five} years from the first day of December 1894. And the same is to bear interest from the said date at the rate of 10% cent per annum and that both principal and interest shall be payable as follows viz

\$240 ⁰⁰	Two hundred and forty dollars of principal	December 1 st 1895	Five
\$240 ⁰⁰	do do do do do	do	1 1896 do
\$240 ⁰⁰	do do do do do	do	1 1897 do
\$240 ⁰⁰	do do do do do	do	1 1898 do
\$240 ⁰⁰	do do do do do	do	1 1899 do
\$120 ⁰⁰	One hundred and twenty dollars of Interest	Dec 1 st 1895	do
\$96 ⁰⁰	Thirty six	do	do 1896 do
\$72 ⁰⁰	Seventy two	do	do 1897 do
\$48 ⁰⁰	Forty eight	do	do 1898 do
\$24 ⁰⁰	Twenty four	do	do 1899 do

And the said parties of the second part for themselves their heirs executors administrators and assigns hereby covenant and agree and promise to pay to the said British American Mortgage Company Limited its successors or assigns the said sum of \$1200⁰⁰ twelve hundred dollars with interest due thereon in (5) five installments as hereinbefore specified.

It is expressly understood and agreed that said deed of trust and note hereinbefore mentioned are referred to and made a part of this indenture and that nothing herein contained

shall be construed to impair the security of the said party of the first part
 the successors or assigns under said deed of trust and note nor affect
 nor impair any rights or powers, which said mortgagee or successors
 or assigns may have under said note and deed of trust for the
 recovery of the mortgaged debt with interest, in case of the non ful-
 fillment of this agreement by said parties of the second part. And
 that said deed of trust is continued in all its full force and effect as
 security for said debt. And the Chancery Clerk of Madison County is
 hereby empowered to enter an extension of the lien upon the margin
 of the record of the hereinbefore mentioned trust deed as provided in
 the Article 2462 of the Code of Mississippi of 1892.

In witness whereof the said party of the first part has hereunto
 caused its seal to be affixed and has hereunto set its hand by its
 two directors, and the parties of the second part have hereunto
 set their hands the day and year first above written
 M. J. Stone
 E. H. Stone

The British American Mortgage Company Limited
 By John H. Inman
 Lionel H. Graham

State of Mississippi }
 Madison County } Personally appeared before me James P. Roubly Clerk
 the within named E. H. Stone and his wife M. J. Stone who acknowledge
 that they signed and delivered the foregoing instrument on the day and year therein
 mentioned. Given under my hand and seal this 27th day of July 1895
 James P. Roubly Clerk

State of New York }
 County and City of New York } Personally appeared before me
 Charles P. Roubland a Notary Public in and
 for said County and State, residing in the City of New York
 duly commissioned, qualified and acting, The British American
 Mortgage Company Limited, by John H. Inman and
 Lionel H. Graham two of its directors who acknowledge
 that they signed and delivered the foregoing instrument, on
 the day and year therein mentioned, as the act and deed
 of said Company.
 Given under my hand and seal this 24th day of March 1896
 Charles P. Roubland
 Notary Public County of New York N.Y.

100 75,500 50 = 175

Satisfied in full by authority of original grantee
by the undersigned as recorded on back of page
page 36 - this page 18th Jan 1899
M. Kemp chanc

Daniel J Barrett and wife } Filed for Record Mch 25th A.D. 1898
Anna E. Barrett & M. } at 11 o'clock a.m. & Recorded Mch 25th 1898
Calhoun Barrett } Jas Priestley Chy Clerk

Toz D/T
Francis B. Hoffmann use of } This Indenture, made and entered
British & American Mortgage } into this twelfth day of March A.D
Company Limited } 1898, by and between Daniel J Barrett
and wife Anna E. Barrett and M. Calhoun Barrett of the
County of Madison in the State of Mississippi, of the first
part; Francis B. Hoffmann, of the City of New York, in the State
of New York, of the second part, as Trustee; and the British and
American Mortgage Company, Limited, of the third part,
Witnesseth, That the parties of the first part for and in Consider-
ation of the sum of ten dollars to them in hand paid by
said party of the second part, the receipt whereof is hereby
acknowledged, and the Considerations herein after stated, have
granted, bargained, sold, conveyed, warranted and delivered
, and do by these presents, grant bargain, sell convey
warrant and deliver unto him the said party of the second
part and his heirs, successors and assigns, all the follow-
ing described real estate, situated and lying in the County
of Madison, and the State of Mississippi, To wit; -
The North West quarter Section (2) less sixty (60) acres
off South End, the East half of North East quarter
Section three less thirty (30) acres, of South end, the West
half of North East ^{quarter} section three (3), ^{& the S 1/2 of the NW 1/4 of section 3,} the North East
quarter of North East quarter Section Ten (10), the East half
of North East quarter Section 11, Eleven, Allen Township
the (10) Range five (5) East, all that portion of South
East quarter Section (34), thirty four and all that portion
of South West quarter Section (36); Thirty five Township
Eleven (11) Range five (5) East which lies South of Canton
and Kosciusko road Allen Madison County Miss-
issippi containing Six hundred and Forty Seven and
Seventy-five one-hundredths (647.75) acres more or less
To have and to hold all and singular the above described
property, together with all the buildings and improve-
ments on said lands and the rights, privileges advan-
tages and appurtenances thereto belonging, or in
any wise appertaining to him, said party of the second
part, and his heirs and assigns forever

This Indenture is Intended as a Deed of Trust for the

following uses and purposes to wit; - whereas said Daniel J. Baruth and M. Valhoun Baruth of the first part are indebted to said British and American Mortgage Co. Limited, in the sum of (\$ 1200⁰⁰) Twelve hundred Dollars for money lent, as evidenced by the five promissory notes of said D. J. and M. L. Baruth of the first part, dated twelfth day of March A. D. 1895, and to become due as follows, to wit; -

- One note for \$120⁰⁰ One hundred and twenty⁰⁰ dollars due November first 1895 (fixed)
- One note for \$120⁰⁰ One hundred and twenty⁰⁰ dollars due November first 1896 (fixed)
- One note for \$120⁰⁰ One hundred and twenty⁰⁰ dollars due November first 1897 (fixed)
- One note for \$120⁰⁰ One hundred and twenty⁰⁰ dollars " November first 1898 (fixed)
- One note for \$120⁰⁰ One hundred and twenty⁰⁰ 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 \$ 77⁷⁰ Seventy seven⁷⁰ dollars due November first 1895 (fixed)
- One note for \$108⁰⁰ One hundred + Eight⁰⁰ dollars due November first 1896 (fixed)
- One note for \$ 96⁰⁰ Ninety Six⁰⁰ dollars due November first 1897 (fixed)
- One note for \$ 84⁰⁰ Eighty-four⁰⁰ dollars due November first 1898 (fixed)
- One note for \$ 72⁰⁰ Seventy two⁰⁰ dollars due November first 1899 (fixed)

All of which, both principal and interest notes, are payable in United State Gold Coin of the present Standard of weight and fineness, to the British and American Mortgage Company, (Limited), at the National Bank of the Republic of New York, N. Y. and are all, with their accruing interest, included to be secured by this Conveyance

And whereas it is understood and agreed that said parties of the first part, will promptly pay all taxes, assessments and charges that are or would become a lien upon said property, as the same may be due and payable, and will keep the buildings and machinery situated on said lands insured for the full term of this Conveyance, in some responsible Company or Companies satisfactory to the said party of the third part in the sum of \$ _____ and will assign and deliver said policies of insurance to said party of the second part, for the use and benefit of said party of the third part, and all and any persons interested in the debt secured herein, and that if said parties of the first part shall fail to obtain and keep up said insurance or shall fail to assign and deliver said policies of

insurance to said parties 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, which they become due, or shall permit the same to be sold therefor or forfeited for any reason, then said party of the third part, or any of its successors or assigns or any person or persons interested in any of the debts hereby secured, shall be entitled to obtain said insurance and to pay said taxes, assessments and other legal Charges, and in case of sale, redeem said property; and all moneys so paid, and all expenses incurred therein and thereby, and all payments made at the option of said party of the third part, or by any person interested as above said, for insurance by reason of any failure of said parties of the first part, to obtain or keep up the insurance or to assign and deliver said policies as herein before provided; and all attorneys fees fixed at five per centum on the amount in suit, in the event of litigation, shall be a part of the principal debt secured by this instrument, and shall respectively bear interest at the rate of ten per cent, per annum from date of payment thereof or liability incurred therefor by the Creditor; but the amount so paid for premium on insurance shall not exceed in any one year the sum of \$ —

Now it is further understood and agreed, that if default be made in any payment of any indebtedness herein provided for, when the same may become due and demandable, the the whole of the indebtedness secured in and by this instrument, may at the option of said party of the third part, or its assigns, and without notice to said parties of the first part, be declared due and payable, and it may proceed to enforce this Deed of Trust as herein after provided, or, at its option, institute proceedings respectively for the collection at law or in equity of such amounts as may be thus unpaid. And the said parties of the first part do hereby waive and renounce any and all rights of appraisement, redemption and homestead.

Now it is mutually agreed between the parties hereto that if the said parties of the first part shall well

and truly keep and perform all the covenants and agreements above set forth and well and truly pay off and discharge all the notes and other indebtedness secured and intended to be secured herein, then this conveyance shall be null and void, but otherwise it shall remain in full force and effect. If default is made in the payment of any of the debts above described, or any thereof, when due, or if any of the covenants and agreements herein set forth are not kept, then the said party of the second part, when so requested by the party of the third part or any holder of said note or notes, or by any person interested in the other debts herein provided for, may take possession of said property, and sell the same in bulk, at his option, or so much thereof in parcels as may be necessary to meet said indebtedness, and the expense of executing this trust, including a commission of five per cent for his individual services, at the door of the Court House in said County of Madison by public auction to the highest bidder for cash the thirty days previous notice of the time, place and terms of such sale having been first given in some newspaper published in the County of Madison, by at least two insertions, the last insertion not to be less than one week before the day of sale, or by notices posted up, one at the Court House door, and at two other public places in said County; said sale to be made on some day fixed by said party of the second part, and to be made between the hours of ten o'clock in the forenoon and three o'clock in the afternoon; full power and authority being hereby expressly granted to and confirmed upon said party of the second part or his successors to make and execute and deliver all necessary deeds of conveyance for the purpose of vesting in the purchaser or purchasers thereof good and sufficient title to the lands so sold, the usual recitals wherein shall be received in all the Courts of law or equity, as full and sufficient proof of the matter 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 commission of said

party of the second part, and five per cent. for the creditors attorney's fee, 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 Daniel J. and M. Calhoun Barrett, of the first part, in case of the refusal, or neglect, or in incompetency to act of said trustee, or his absence from the State, or his decease; then said party of the third part or any holder of said note or notes, or their legal representative can at any time they may desire, appoint a trustee in the place of said party of the second part, or any succeeding trustee, whose acts done in the premises shall be of the same validity as if done by the trustee herein before 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 possession of 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 party of the first part may hold the same; but nothing in this indenture contained shall be construed as requiring the trustee herein to take or have actual possession of any of said property, before being authorized to sell the same as herein before mentioned.

It is further expressly covenanted and agreed that if a sale shall be made under the provisions of the deed of trust then the parties of the first part their assigns, or legal representative who may be in possession of said premises at the time of said sale, shall be come, 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

State of Mississippi,
County of Madison

Daniel J. Barrett
M. Calhoun Barrett
Anna E. Barrett

Personally appeared before me a
Justice of the Peace of said County the within named
Daniel J. Barrett wife Anna E. Barrett & M. Calhoun
Barrett, who acknowledged, they signed and delivered the
foregoing instrument on the day and year therein mentioned
Given under my hand. This 23rd day of March A.D. 1895
Saml. Milton J.P.

James Priestly Com. } Filed for Record Mch 25th A.D. 1895
To } Deed } at 11 o'clock A.M. Records Mch 26th 1895
D. J. Barrett } Jas Priestly Ck

This Indenture, made and entered
into on this the 9th day of April A.D. 1894 between
James Priestly a Commissioner of the Chancery Court
of the County of Madison State of Mississippi, of
the one part and Dan. J. Barrett of the County of
Madison and State of Mississippi of the other part,
Witness: That Whereas, the said Commissioner
in pursuance to a decree of the said Chancery Court,
made at the February Term, 1895, thereof, in the suit
of Ex parte ~~Complainant~~ ~~against~~ Mary C. Truedell
~~Complainant~~ No. 46, in said Court, directing the said
Commissioner to sell the following described lands,
NW⁴ less 60 acres off South end, Sec. 2, T. 10, R. 5
East & E² NE⁴, less 30 acres off South end, Sec. 3,
T. 10, R. 5, E and that portion of the SE⁴ Sec. 34, T. 11,
R. 5, E. lying South of Canton and Kosciusko road,
and that portion of the SW⁴ Sec. 35, T. 11, R. 5, E lying
South of Canton and Kosciusko road containing
407 ³/₄ acres together with the appurtenances and heredit-
aments thereto appurtenanting "Truse Ash"
And whereas, the said Commissioner, on the 9th day of
April 1894, at the Court House door, in the town of
Canton, in said County, within lawful hours having

first given the notice required by law and said decree - as will fully appear by reference to the proceedings of said Chancery Court, in said Cause, to which reference is here made as a part of this deed, - did expose for sale, at public outcry to the highest bidder, the above described lands on the following terms, to wit: for cash, when and where the said D. J. Barnett bid for the same the sum of Twelve Hundred and twenty three + 257.00 Dollars, which being the highest and best bid made for the said premises, the same were struck off to him and he declared the purchaser thereof and whereas the said D. J. Barnett has fully complied with the requirements of said decree, by - paying above sum of \$1223²⁵ in cash to said Commissioner receipt of which is acknowledged.

Now, this Indenture witnesses that in consideration of the premises and the compliance on the part of the said D. J. Barnett, with the terms of said sale, as directed by said decree, the said Commissioner has this day, given, granted, bargained, sold and conveyed, and by these presents doth give, grant, bargain, sell, convey and confirm unto the said D. J. Barnett his heirs and assigns forever, all the described lands together with all and singular the tenements, hereditaments and appurtenances therunto belonging or appertaining.

To Have and to hold the above granted, bargained and described premises unto him the said D. J. Barnett his heirs and assigns, to his and their only proper use, benefit and behoof forever, as fully and effectually, to all intents and purposes in the law, as he, the said Commissioner, could or ought to sell and convey the same by virtue of the decree of the Court aforesaid.

In Testimony whereof, the said James Priestly Commissioner as aforesaid, has hereunto set his hand and affixed his seal, the day and year first aforesaid.

James Priestly Commissioner
 State of Mississippi,
 Madison County, Personally appeared before
 the undersigned M. Allen Circuit Clerk of the said
 County, the within named Jas Priestly who
 acknowledged that he signed, sealed and delivered

The foregoing Deed, on the day and Year therein mentioned as his act and deed

Given under my hand and official seal, at office this 25th day of March A.D. 1845

M Allen Circuit Clerk

W. H. Cassell } Filed for Record March 27th A.D. 1845 at 11 o'clock
Do } Deed } a.m. & Recorded Mch 27th 1845
W. F. Cassell } Jas Printley CLK

"State of Mississippi Madison Co"

This Indenture made and entered into this 1st day of August A.D. 1843 between W. H. Cassell of the first part and W. F. Cassell of the second part, both of the County and State above written, Witness:- That for and in consideration of the sum of five dollars paid this day by the party of the second part to the party of the first part the receipt of which is hereby acknowledged and the further sum of ninety five dollars, due by the said W. H. Cassell of the first part to the said W. F. Cassell of the second part for services as nurseryman the past year, and for which amount the said W. F. Cassell his this day gives his receipt to the said W. H. Cassell acknowledging payment of ninety five dollars in part of claim for said service the said W. H. Cassell had this day, bargained and sold and by these presents does bargain sell and convey unto the said W. F. Cassell the following real estate to wit:- Beginning at the north east corner of a lot of five acres on which the Canton male academy is situated on a continuation of Peace Street eastward running thence with said academy lot Eight hundred and thirty feet to academy street thence East with said street one hundred feet, thence north Eight hundred and thirty feet to Peace Street thence west one hundred feet to the beginning lying and being in the County and State afore said. To have and to hold unto to him his heirs and assigns forever and the said W. H. Cassell hereby agrees to warrant and defend the title to the above parcel of land against the claims or claims of any and all parties whomsoever Testimony whereof the said W. H. Cassell has set his hand and seal this day and date first above written

W. H. Cassell

(For acknowledgment see next page)

State of Mississippi
 Madison County } Personally appeared before me Jas
 County of Madison the within named W. H. Cassell who
 acknowledged that he signed and delivered the foregoing
 instrument on the day and year therein mentioned
 Given under my hand at office this the 26th day of March
 A.D. 1895. Jas Pristley Chy Clerk

Mary B. Ross, Sue. C. Vinson } Filed for Record, Mch. 27th A.D. 1895
 Lizzie Walker & Nora Pince } at 10 o'clock A.M. Recorded Mch 27th 1895
 To 3 Heed. James Pristley clerk
 Elizabeth Cobb

In consideration of the sum of
 Eight Hundred Dollars Cash in hand paid us by
 our Mother Elizabeth Cobb the receipt of which is
 hereby acknowledged we the undersigned Children of
 and heirs at law of our Brother Erasmus S. Cobb
 said Elizabeth Cobb & Erasmus S. Cobb deceased do
 hereby bargain, sell deliver convey & warrant unto the said
 Elizabeth Cobb all of our right title interest claims &
 demands of in and to the property real personal and
 mixed of which our said Brother Erasmus S. Cobb
 did seized & possessed of and had any interest in
 or claim to wheresoever situated
 Witness our hands & seals this the 21st day of March A.D.
 1895
(Seal) Mary B. Ross, Sue. C. Vinson (Seal)
(Seal) Lizzie Walker, & Nora Pince (Seal)

State of Mississippi
 Madison County } Personally appeared before me James
 Pristley Clerk of the Chancery Court of the County of Madison
 the within named Mary B. Ross & Sue. C. Vinson who
 acknowledged that they signed and delivered the foregoing
 instrument on the day and year therein mentioned
 Given under my hand at Canton this the 25 day of Mch
 A.D. 1895. Jas Pristley Clerk
 J M Grafton D. C.

State of Mississippi
 Madison County } Personally appeared before
 me Jas Pristley Chancery Clerk of said County and
 State Lizzie Walker who acknowledged that she
 signed and delivered the foregoing instrument on
 the day and year & for the purposes therein men-

Tioned. as her free act and deed And the said Lizzie
 Walker further acknowledges that she signed & delivered
 the foregoing instrument on the day and year & for the
 purposes therein mentioned as the act and deed of Nora
 Peuce by the virtue of a Power of attorney, duly executed
 by said Nora Peuce
 Given under my hand at Canton this the 27 day of
 March 1895.
 Jas Priestley
 J. M. Crafton D. C.

Henry & Lina Sustantaud } Filed for Record Mch 28th A.D. 1895-
 To of Deed of Trust } at 20 clock P.M. & Recorded Mch 28th 1895-
 Francis B. Hoffmann trustee } James Priestley Ck
 use of British and American Mortgage }
 Company Limited }

"State of Mississippi Madison County"

This indenture, made and entered into this 13th day of
 March A.D. 1895, by and between Henry Sustantaud and
 wife Lina Sustantaud of the County of Blue Indian
 Territory of the first part; Francis B. Hoffmann, of
 the City of New York, in the State of New York, of the
 second part, as trustee; and the British and American
 Mortgage Company, Limited, of the third part,
 Witness; that the parties of the first part for and
 in consideration of the sum of ten dollars, to them
 in hand paid by said party of the second part, the
 receipt whereof is hereby acknowledged, and the con-
 siderations herein after stated have, granted, bargained
 & sold, conveyed, warranted and delivered and do by these
 presents, grant, bargain, sell, convey, warrant and de-
 liver, unto him, the said party of the second part, and
 his, heirs, successors and assigns, all the following de-
 scribed real estate, situated and lying in the County
 of Madison, and State of Mississippi, to wit:
 South East quarter Section Thirty two (32), less twenty
 (20) acres out of South East corner of West half of said
 South East quarter same being twenty (20) chains
 North and South by ten (10) chains East and West.
 South half North East quarter East half South
 West quarter and South East quarter North West
 quarter Section thirty-two (32) West half South West

This D.T. is hereby renewed for the term of four years
 from the 1st day of Mar 1899-as per renewal agreement recorded in Bk 888
 Page 205 E. King & Company Ck

One note for \$72.⁰⁰ Seventy-two⁰⁰ dollars due November first 1897 (fixed)
 One note for \$63.⁰⁰ Sixty-three⁰⁰ dollars due November first 1898 (fixed)
 One note for \$54.⁰⁰ Fifty-four⁰⁰ 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 National Bank of the Republic of New York, N. Y., and
 are all, with their accruing interest, intended to be secured by
 This Conveyance

And whereas it is understood and agreed that said parties
 of the first part, will promptly pay all taxes, assessments
 and charges that are or would be a lien upon said property,
 as the same may be due and payable, and will keep the
 buildings and machinery on said land insured for the full
 term of this Conveyance, in some responsible company
 or Companies satisfactory to the said party of the third part
 in the sum of \$ — and will assign and deliver said
 policies of insurance to said party of the second part
 for the use and benefit of said party of the third part,
 and all and any persons interested in the debts secured
 herein, and that if said parties of the first part, shall
 fail to obtain and keep up said insurance or shall
 fail to assign and deliver said policies of insurance to
 said party of the second part, within ten days from
 the execution of this Indenture, or shall fail to pay
 any of the taxes, assessments or other legal charges
 upon said property, when the become due, or shall
 permit the same to be sold therefor or forfeited for
 any reason, then said party of the third part, or any
 of its successors or assigns, or any person or persons
 interested in any of the debts hereby secured, shall be
 entitled to obtain said insurance and to pay said
 taxes, assessments and other legal charges, and in
 case of sale, redeem said property; and all moneys
 so paid, and all expenses incurred therein and there-
 by, and all payments made at the option of said
 party of the third part, or by any person interested
 as aforesaid, for insurance by reason of any
 failure of said parties of the first part, to obtain or
 keep up the insurance, or to assign and deliver said
 policies as herein before provided, and all attorney
 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 or 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 of the first part, be declared due and payable, and it may proceed to enforce this Deed of Trust as hereinafter provided, or, at its option, institute proceedings respectively for the collection at law or in equity of such amounts as may be then unpaid

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

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

If default is made in ^{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 debts herein provided for, may take possession of said property, and sell the same in bulk, at his option, or so much thereof in parcels as may be necessary to meet said indebtedness, and the expenses of executing this trust including a commission of five per cent, for his individual services, at the doer of the Court of the 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 news paper published in the County of Madison, by at least two insertions, the last insertion not to be less than one week before the day of sale, or by notices posted up one at the Court House door, and at two other public places in said County; said sale to be made on some day fixed by said party of the second part, and to be made between the hours of ten o'clock in the forenoon and three o'clock in the afternoon; full power and authority being hereby expressly granted to and conferred upon said party of the second part or his successors to make and execute and deliver all necessary deeds of conveyance for the purpose of vesting in the purchaser or purchasers thereof good and sufficient title to the lands so sold, the usual recitals wherein shall be received in all Courts of law or equity, as full and sufficient proof of the matters therein stated and at such sale, any of the parties 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 Commission of said party of the second part, and five per cent, for the creditors attorney's 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 Henry Sutherland and wife Lena Sutherland of the first part. In case of the refusal, or neglect, or incompetency to act of said trustee, or his absence from the State, or his decease, then the said party of the third part or any holder of said note or notes or their legal representative, can at any time they may desire appoint a trustee in the place of said party of the second part, or any succeeding trustee, whose acts done in the premises shall be of the same validity as if done by the trustee herein before named and should the said trustee at any time believe said property, or any part thereof pledged 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 purpose aforesaid said party of the first part may hold the same. but nothing in this indenture contained shall be construed as requiring the trustee here in to take or have actual possession of any of said property before being authorized to sell the same as herein before mentioned.

It is further expressly covenanted and agreed, that if a sale shall be made under the provisions of this deed of trust then the parties of the first part their assigns or legal representative who may 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 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.

Henry Sutherland
Lewis Sutherland

Indian Territory,
County of Blue 3 Personally appeared before me
J. S. Hancock a notary Public, of said County
Henry Sutherland and Lewis Sutherland the
within named affiants, who acknowledged that
they signed and delivered the foregoing instru-
ment on the day and year therein mentioned
Given under my hand and seal this 21st day of
March A. D. 1895

J. S. Hancock
Notary Public

April 9/95
Cancelled by former attorney from Albert S. Caldwell attorney in fact
of the Alliance Trust Company Limited by virtue of P of A recorded
in Book No 1 page 353
When my resignation was accepted April 21st 1895
James Caldwell Esq. Clerk

George L. Harris and
William S. J. Harris
To 3/4 Deed of Trust
Chas. C. Currier Trustee
The Alliance Trust Co. Limited

Filed for Record March 30th A.D. 1896
at 8 o'clock a.m. and Recorded March
30th 1895 Jas Priestly City Clerk

This Indenture, Made by and between
George L. Harris and William S. J. Harris his wife parties
of the first part, Charles C. Currier of the City of Memphis, in the
State of Tennessee, party of the second part, as Trustee, and
The Alliance Trust Company Limited party of the third
part. Witnesseth: That the said party of the first part, in
consideration of the sum of money herein after men-
tioned, loaned by the party of the third part to the party
of the first part, the receipt whereof is hereby acknowl-
edged, 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 unto the said party of the second part and his
successors, the following described real estate, situated in
the Counties of Madison and Sharkey in the State of
Mississippi, to wit:

The following lands in Madison County Mississippi:
The South half of South half of Section twenty two
(22), The South half of Section twenty-three (23) Ex-
cept Fifty (50) acres in the west end thereof lying
north of the Lexington and Calhoun road. All of
Section twenty six (26), Northeast quarter of Sec-
tion twenty seven (27), ^{and East half of North west quarter Section twenty seven (27)} All in Township eight (8)
North Range one (1) East, containing in all thir-
teen hundred and sixty (1360) acres more or less
Also the following lands in Sharkey County Mississippi:
Southeast quarter of Section Fifteen (15) East half
of West half and East half of Section twenty three (23)
Southwest quarter of Section twenty four (24) all of
Southeast quarter of Section twenty four lying West of
Deer Creek. All in Township Thirteen (13) North Range
seven (7) West, containing Eight hundred and thirty
nine (839) acres more or less. Also all of Section
twenty five (25) Except one (1) acre more or less con-
veyed to the Railway Company by deed of Record
in Book "E" page 66 of the Records of Sharkey County
Mississippi, and Except the Church Lot of about one

(1) Acre conveyed by deed of Record in Book "A" page 434 of said County and except the two (2) acre lot conveyed to Helena Mercantile Company by deed of Record in Book "E" page 387 of records of said County,
 Also all of Section twenty six (26) East of Deer Creek and Indian Bayou, All that part of the Northeast quarter of Section thirty five (35) lying East of Deer Creek and North of Simais and of the West half of Northwest quarter of Section thirty six (36) except Fifty (50) acres in the South part thereof heretofore sold to Mary C. Myers by deed of record in Book "E" page 383 of Records of said Sharkey County, Mississippi, Excepting also those parts of any of said Sections heretofore conveyed to the Memphis and Vicksburg Railway Company as a right of way by deed of Record in Book "F" Page 299 of said County. All in Township thirteen (13), North Range Seven (7) West, containing ten hundred and Forty acres more or less, containing in all of above lands three thousand two hundred and thirty nine (3239) acres more or less together with the tenements, hereditaments and appurtenances thereto belonging, and the rents and profits thereof, and machinery now or hereafter put upon said premises for the conduct thereof, whether attached or detached, To have and to hold the above granted premises, appurtenances, improvements and machinery, and rents and profits, unto the said party of the second part, his successors and assigns forever
 And the said party of the first part does hereby covenant with the said party of the second part, his successors and assigns that they are lawfully seized in fee of the above granted lands and premises; that the same are free from all incumbrances, and that they will warrant and defend the title to the same unto the said party of the second part, his successors or assigns, against the lawful claims and demands of all persons, And the party of the first part hereby expressly release, relinquish and convey to said party his successors and assigns, all rights of dower or homestead in said premises
 This instrument is intended as a Deed of Trust for the following purposes, to wit: whereas, the said George C. Harris and Helen S. J. Harris are indebted

to the said party of the third part in the sum of Twenty Two Thousand and Five hundred 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 Twenty five hundred Dollars (\$2500⁰⁰), due February first, 1896

One for Twenty five hundred Dollars (\$2500⁰⁰), due February first, 1897

One for Twenty five hundred Dollars (\$2500⁰⁰), due February first, 1898

One for Twenty five hundred Dollars (\$2500⁰⁰), due February first, 1899

One for Twenty five hundred Dollars (\$2500⁰⁰), due February first, 1900

One for Twenty five hundred Dollars (\$2500⁰⁰), due February first, 1901

One for Twenty five hundred Dollars (\$2500⁰⁰), due February first, 1902

One for Twenty five hundred Dollars (\$2500⁰⁰), due February first, 1903

One for Twenty five hundred Dollars (\$2500⁰⁰), due February first, 1904

One for Twenty one hundred thirty seven & 57/100 Dollars (\$2137⁵⁷), due February first, 1896

One for thirteen hundred Dollars (\$1900⁰⁰), due February first, 1897

One for sixteen hundred sixty two & 57/100 Dollars (\$1662⁵⁷), due February first, 1898

One for fourteen hundred & twenty five Dollars (\$1425⁰⁰), due February first 1899

One for eleven hundred eighty seven & 57/100 Dollars (\$1187⁵⁷), due February first, 1900

One for nine hundred and fifty Dollars (\$950⁰⁰), due February first, 1901

One for seven hundred twelve & 57/100 Dollars (\$712⁵⁷), due February first, 1902

One for four hundred & seventy five Dollars (\$475⁰⁰), due February first 1903

One for two hundred & thirty seven & 57/100 Dollars (\$237⁵⁷), due February, first, 1904

Said notes represent installments of said principal, and the annual interest due thereon, at the rate of 9 1/2 per cent, and are payable in good coin of the United State, of the present standard of weight and fineness, to the party of the third part, - at the office of Caldwell & Smith 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 note or notes shall be credited with the excess, so as to conform to the actual intention and agreement of the parties, that no more than ten per cent interest shall be paid or received.

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

then this conveyance shall be 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 such unpaid note or notes, or his agents, 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 to sell, said sale shall be made at the front door of the Sharkey County 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 same, by at least three weekly publications thereof, in any weekly or daily newspaper then published in the County where any of said lands are situated; and if no newspaper is then published in such County, then such publication may be made in any newspaper published at Jackson, Miss. And the said trustee or his successor with or without 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 ~~understood~~ provided, that the recitals in the trustee's conveyance to the purchaser shall be full evidence of all matters therein stated, and no other proof shall be requisite of request to the trustee to enforce this trust or of the proper and due appointment of any substitute trustee who may act; or of the advertisement, or sale, or any particulars thereof, and all the prerequisites to said sale shall be presumed to have been performed, and at such sale any of the parties herunto 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 said factory 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 in his or their judgment seem necessary, not in excess of \$2000, upon the dwelling in Madison Co

situated upon the premises hereby conveyed, during the existence of this debt - loss, if any, under which policies shall be payable to the party of the third part, or assigns and the party of the first part hereby agrees to promptly pay the premiums for all of such insurance, 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 beneficiary, trustee, or their agents shall not be in any wise liable to the party of the first part for any failure to take out or keep up such insurance; but shall apply the net proceeds of any loss which may come into their hands under such policies upon the principal and interest, and other items of existing or possible indebtedness on a said herein in such order as may be directed by the party of the third part or assigns, unless the then holder of said debt sees fit to allow its payment to the party of the first part. They further covenant to pay, before delinquency, all taxes and assessments that may be laid within the State of Mississippi upon said lands, or upon the interest of either the second or third party therein, or upon the notes or debts secured hereby while held by a non resident of the state of Mississippi. But in case any such Taxes are laid on the interest of either of second or third parties in said premises, or on the notes or debts 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. Yet, 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 legally made for any part thereof, the party of first part shall be bound to pay the same to the extent that it shall be 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 advances, shall

immediately become due and payable at the option of the holder of any note hereby secured. And in the event that they should fail to pay such insurance premiums as aforesaid or to pay said Taxes as above stipulated, 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 securities 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 overflow excepted, The sole consideration of this deed of trust being the above mentioned principal sum loaned by the party of the third part to the party of the first part, represented by the notes herein described: Now, in consideration of the premises, and to further secure the prompt payment of all sums hereby secured, the parties of the first part do hereby waive all rights of appraisement, sale, and redemption in present or after acquired property.

In case of the refusal, neglect, or incompetency to act of said trustee, or his absence from the state, or his decease, then said party of the third part, or any holder of any of said notes, or the legal representatives, or agents of either case, at any time they may desire appoint a trustee in the place of the said party of the second part, or any succeeding trustee, whose acts done in the premises shall be of the same validity as if done by the trustee herein before mentioned 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 duly 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 first part, or his assigns, or an extension or exclusions 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 here from, by party of the third part or assigns without in anywise altering, varying or diminishing the force, effect or lien of this instrument, and that this instrument shall continue as the first lien on all said lands notes so released until all same, with interest and charges, hereby secured are fully paid, notwithstanding any such insurance payment, release, extension or exclusions.

This deed of trust and the notes thereby 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. This Deed of Trust is given in renewal and extension of the unpaid portion of the debt secured by Trust Deeds recorded in Book J page 377 and Book "K" page 367 of the records of Sarkey County Mississippi and for new money borrowed. It is hereby agreed that when the principal and interest notes due February 1st 1896 and February 1st 1897 are fully paid that the lands in Madison County shall stand released.

In witness whereof, The said George C. Harris and Helen S. J. Harris, have hereunto set their hands and seals this - day of - 1895

witness, at the request of the grantors,

W. E. Glasscock

George C. Harris

Helen S. J. Harris

State of Mississippi
County of Madison. Personally appeared before me a Justice of the Peace in and for said County, W. E. Glasscock, one of the subscribing witnesses to the foregoing Trust Deed, who being first duly sworn, says that he saw the said George C. Harris and Helen S. J. Harris whose names are subscribed thereto, sign and deliver the same to the said 'The Alliance Trust Company Limited' and that he said affiant subscribed his name as a witness thereto in the presence of said grantors and of the other subscribing witnesses.

Subscribed & Sworn to before me this - day of March 1895. W. E. Glasscock "witness"
R. W. Stewart, J. P.

State of Mississippi } This day personally appeared before
 Madison County } me, the undersigned, a duly commis-
 sioned, qualified and acting justice of the Peace within and
 for said County and State the within named George
 Le Harris and Helen S. Harris his wife to me person-
 ally known to be the grantors in the foregoing deed of trust
 and acknowledged that they signed, executed and delivered the
 foregoing instrument, on the day and year therein mentioned
 as their voluntary act and deed
 Given under my hand and seal, this Twenty Ninth day of
 March 1895. *seal* R. W. Stewart J.P.
 My Commission expires on the 31st day of December 1895-

Globe Investment Co
 By Allison L. Mason
 Quirk claim sent to
 Simpson H. & Belle Berring } Filed for record at 9 o'clock ^{April} 1st
 1895. } And recorded April 2nd 1895
 James P. Priddy atty

This instrument made on the 19th day of
 March AD 1895 by and between the Globe Investment Company
 a Corporation duly organized under the laws of the Commonwealth
 of Massachusetts party of the first part and Simpson H. Berring and
 Belle Berring his wife of the County of Madison and State of Mississippi
 party of the second part. Witness that the said party of the first
 part in consideration of the sum of Six hundred and fifty (\$650)
 dollars to it in hand paid by said party of the second part the
 receipt of which is hereby acknowledged. Does by these presents
 remise release and forego Quirk claim unto the said party of the sec-
 ond part the following described lots tracts or parcels of land ly-
 ing being and situated in the County of Madison and State of Missis-
 sippi To wit:

The (N.W. 1/4) North West Quarter of Section 24. And
 lot 8 of Section 11 ^{together} 10 N. 2. E. of Choctaw Meridian
 this claim of Quirk being made to release said real es-
 tate above named from the lien of a certain deed in trust
 bearing the date of 19th day of December 1889 recorded
 in the office of the recorder of deeds within and for
 the County of Madison and State of Mississippi in
 Deed Book No 94. at Page No 172. which said Trust
 Deed was executed by Simpson H. Berring and Belle Berring
 his wife to secure the payment of a promissory note num-
 bered 295949. and described in said Trust Deed which

said note and trust deed are now held and owned by said Globe In-
 vestment Company the grantor therein. To have and to hold the same
 with all rights and immunities privileges and appurtenances thereto
 belonging unto the said parties of the second part and unto their
 heirs and assigns forever so that neither the said party of the
 first part nor its successors nor any other person or persons for
 it or in its name or behalf shall or will hereafter claim
 or demand any right or title to the aforesaid premises or
 any part thereof but they and each of them shall by these
 presents be excluded and barred forever

In witness whereof the said party of the first part has caused
 these presents to be signed by its President and attested by its
 Secretary and the corporate seal to be hereto attached this day
 and year first above written

Attest
 Seal J Lowell Moore
 Secretary

Globe Investment Company
 By Allison L. Mason
 President

Commonwealth of Massachusetts
 County of Suffolk

On the 19th day of March 1895
 before me appeared Allison L. Mason to me personally
 known who being by me duly sworn did say that he is the
 President of the Globe Investment Company a Corporation
 and that the seal affixed to said instrument is the corporate
 seal of said Corporation and that said instrument was
 signed and sealed in behalf of said Corporation by
 authority of its board of directors and said Allison L. Mason
 acknowledged said instrument to be the free act and deed
 of said Corporation

In witness whereof I have hereunto
 set my hand and affixed my Notarial Seal at my office
 in the City of Boston Commonwealth of Massachusetts
 the day and year first above written

My Commission expires June 1st 1901
 Arthur Carroll

Notary Public

Recorded Apr 2/95
 J. Porcitty clk
 Dec 12/95

Cancelled and satisfied all of a Bank payment
D. D. Kumb
Chum belk

Joseph E. and Virginia T. Holliday
To J. Deed of Trust
Francis B. Hoffman

Filed for Record 20th day
of April 1895
Recorded April 4th 1895

To secure
British and American Mortgage
Company Limited
This Indenture
made and entered into this
26th day of March A.D.
1895 by and between Joseph E. Holliday and wife Virginia T.
Holliday of the County of Madison in the State of Missis-
sippi of the first part; Francis B. Hoffman of the City
of New York, in the State of New York of the second part as
Trustee; and the British and American Mortgage Com-
pany Limited of the third part.

Witnesseth, that the parties of the first part for and in
consideration of the sum of Ten Dollars to them in hand
paid by said party of the second part, the receipt where-
of is hereby acknowledged and the considerations here-
inafter stated have granted bargained sold conveyed
warranted and delivered and do by these presents
grant bargain sell convey warrant and deliver
unto him the said party of the second part and his
heirs successors and assigns all the following described
real estate situated and lying in the County of Madison and
State of Mississippi to wit:

The South West Quarter and West
half of North West quarter and South half of East half
of North West quarter of section two (2) Township Nine
(9) Range Four (4) East containing three hundred and
forty five and sixty two and a half one hundredths acres
more or less. To have and to hold all and singular
the above described property together with all the build-
ings and improvements on said lands and the rights
privileges advantages and appurtenances thereto belong-
ing or in anywise appertaining to him said party
of the second part and his heirs, successors and
assigns forever.

This Indenture is intended as a deed of
trust for the following uses and purposes to wit: Where-
as said Joseph E. and Virginia T. Holliday of the first
part were indebted to said British and American
Mortgage Co. Limited in the sum of Five Hundred
(\$500⁰⁰) Dollars for money lent as evidenced by the
Five promissory notes of said Jos E. and Virginia

of the first part dated the 26th day of March A.D. 1895 and to become due as follows - to wit:

- One note for \$50⁰⁰ Fifty Dollars due November 1st 1895 Fixed
- One note for \$50⁰⁰ Fifty Dollars due November 1st 1896 Fixed
- One note for \$50⁰⁰ Fifty Dollars due November 1st 1897 Fixed
- One note for \$300⁰⁰ Three Hundred Dollars due November 1st 1898 Fixed bearing interest at the rate of ten per cent per annum from maturity until paid and for the payment of the interest thereon accruing before maturity of said principal notes. Five interest notes have been executed under the same date to become due as follows to wit:

- One note for \$30⁰⁰ Thirty 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 National Bank of the Republic of New York, N.Y., and are all with their accruing interest intended to be secured by this conveyance.

And whereas it is understood and agreed that said parties of the first part will promptly pay all taxes assessments and charges that are or would become a lien upon said property as the same may be due and payable and will keep the buildings and machinery situated on said lands insured for the full term of this conveyance in some responsible company or companies satisfactory to the said party of the third part in the sum of \$ ~~1000~~ and will assign and deliver said policies of insurance to said party of the second part for the use and benefit of said party of the third part and all and any persons interested in the debts secured herein and that if said parties of the first part shall fail to obtain and keep up said insurance or shall fail to assign and deliver said policies of insurance to said party of the second part within ten days from the execution of this Indenture or shall fail to pay any of the taxes assessments or other legal charges upon said property when they become due or shall permit the same to be sold thereby 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 monies so paid and all expenses incurred therein and thereby, and all payments made at the option of said party of the third part, or by any person interested as aforesaid for insurance by reason of any failure of said parties of the first part, to obtain or keep up the insurance or to assign and deliver said policies as herein before provided and all attorneys fees fixed at five per centum on the amount in suit in the event of litigation, shall be a part of the principal debt secured by this instrument, and shall respectively bear interest at the rate of ten per cent. per annum from date of payment thereof or liability incurred therefor by the creditor but the amount so paid for premium on insurance shall not exceed in any one year the sum of \$ _____

Now it is further understood and agreed that if default be made in any payment of any indebtedness herein 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 of the first part be declared due and payable and it may proceed to enforce the debt of trust as herein after provided or at its option institute proceedings respectively for the collection at law or in equity of such amounts as may be then unpaid.

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

Now it is mutually agreed between the parties hereto, that if the said parties of the first part shall well and truly keep and perform all the covenants and agreements above set forth and well and truly pay off and discharge all the notes and other indebtedness secured and intended to be secured herein then this conveyance shall be null and void but otherwise it shall remain in full force and effect. If default is made in the payment of any of the debts above described, or any portion thereof when due or if any of the covenants and agreements herein set forth

are not kept then the said party of the second part when so requested by the party of the third part or any holder of said note or notes or by any person interested in the other debts herein provided for may take possession of said property and sell the same in bulk at his option or so much thereof in parcels as may be necessary to meet said indebtedness and the expenses 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 each twenty days previous notice of the time place and terms of such sale having been first given in some newspaper published in the County of Madison by at least two insertions the last insertion not to be less than one week before the day of sale or by notices posted up, one at the Court House door and at two other public places in said County: said sale to be made on some day fixed by said party of the second part and to be made between the hours of ten o'clock in the forenoon and three o'clock in the afternoon: full power and authority being hereby expressly granted to and conferred upon said party of the second part or his successors to make and execute and deliver all necessary deeds of conveyance for the purpose of vesting in the purchaser or purchasers thereof good and sufficient title to the lands so sold, the usual recitals wherein shall be received in all courts of law or equity as full and sufficient proof of the matters therein stated, and at such sale any of the parties hereto may become a purchaser or purchasers, and the proceeds of such sale shall be applied first to the payment of the costs and expenses of executing this trust including the commissions of said party of the second part and five percent for the executor's attorney's 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 Joseph C. Virginia D. Holliday 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 their legal representatives can at any time they may desire appoint a trustee in the place of said party of the second part or any succeeding

Trustee whose acts done in the premises shall be of the same validity as if done by the Trustee herein before named: and should the said trustee at any time believe said property or any part thereof endangered as a security for the indebtedness of the said parties of the first part to the said party of the third part, he may take the same or any part thereof into his possession and hold it until said indebtedness is paid or until said property is sold as aforesaid but until demanded by the Trustee for any of the purposes aforesaid said party of the first part may hold the same: but nothing in this Indenture contained shall be construed as requiring the trustee herein to take or have actual possession of any of said property before being authorized to sell the same as herein before mentioned. It is further expressly covenanted and agreed, that if a sale shall be made under the provisions of this deed of trust when 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 & shall and will remove at any time after having a few days notice from said purchaser & will pay him the reasonable market 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 rules hereinof made 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 first parties hereunto at their hands the day and year first mentioned
 Joseph E. Holliday
 Virginia V. Holliday

State of Mississippi
 Madison County

Personally appeared before me
 H. D. Coleman, a member of the Board of Supervisors
 of the County of Madison the within named Joseph
 E. Holliday & Virginia V. Holliday who acknowledged
 that they signed & delivered the foregoing instrument on
 the day and year therein mentioned

Given under my hand this 20th
 day of April A.D. 1895
 H. D. Coleman Member
 of Board of Supervisors

State of Mississipp
Madison County

I Jas Prustly Clerk of the Chancery Court of said County do hereby certify that F. A. Leshman whose genuine signature appears to the annexed and foregoing certificate is now and was at the time of signing the same a member of the Board of Supervisors of said County lawfully elected and qualified according to law & that full credits are due to all his official acts & such.

In witness whereof I have hereunto affixed the seal of said Chancery Court & signed my name this 6th day of April 1895

James Prustly Clerk

W. J. Mosby & J. Gilman Filed for Record April 6th A.D. 1895
Toz Deed at 12 o'clock. m. Recorded April 6th 1895
Mrs M R Latimer 3 James Prustly Clerk

"State of Mississippi County Mississippi"
This deed made this 6th day of April A.D. 1895 by and between Wm J Mosby and J. Gilman parties of the first part and Marion Rosale Latimer party of the second part witnesses; that in consideration of the sum of one thousand dollars cash hereinafter paid by the said M R Latimer to the said W J Mosby and J. Gilman do hereby sell and convey with warranty unto the said M R Latimer her heirs and assigns forever a certain parcel or lot of land lying in the City of Canton County and State aforesaid, and described more particularly as the E 1/2 of Lot No. 33 fronting 103 feet 5 inches on Center Street and measuring S. between parallel lines to Peace Street according to the map of the City of Canton by J. P. George now in the office of the Chancery Clerk of said County and State, it being the true intent to convey hereby the same parcel of land conveyed to J. Gilman and W. J. Mosby by A. H. Cage and Amanda Cage by deed of date Nov 20th 1869, of record in Chancery Clerk's Office of said County and State Book "T" page 162. To have paid to her the same unto the said M R Latimer and her heirs and assigns forever

It is hereby stipulated that the grantee herein

shall pay the taxes on the property herein con-
veyed, for the year 1895

In witness where of the said W. J. Mosby and J. Gil-
man do hereunto set their names on the day and
year first above named

The State of Mississippi }
Madison County } 3

W. J. Mosby
J. Gilman

Personally appeared before the
undersigned Jas Priestly, Clerk of the Chancery Court of
the said County, the within named W. J. Mosby and
J. Gilman who acknowledged that they signed
and delivered the foregoing Deed on the day and
year therein mentioned as their act and deed
Given under my hand and official seal, this 6th day of
April 1895 - A.D.

Jas Priestly Clerk
J. M. Grafton Notary

Subscribed
Mrs. E. D. Johnson
Nov-27-1897

Mrs J. B. Graves
D. T. To
A. S. Johnson trustee
Mrs E. D. Johnson

Filed for Record April 9th A. D. 1895 - at 11
o'clock A. M. Recorded April 9th 1895 -
Jas Priestly Clerk

In consideration of Two Hundred
and fifty Dollars This day loaned me by Mrs E. D. Johnson
Evidenced by my promissory note of even date herewith due
on Dec 1. 1897 bearing interest at the rate of 10% per annum
from date, payable on Dec 1st each year If conveyance
warrant to A. S. Johnson Trustee, the following described lands
lying in Madison County, Mississippi described as fol-
lows, All that part of N 1/2 S 1/4 Sec. 24. lying south of
Old Agency Road and N 1/2 N 1/4 + 20 acres off of N End
N 1/2 S 1/4 Sec. 25 all in T. 7. R. 1. E containing One hundred
and twenty acres, being lot No. one of plot of W. H. Rauty
Estate as recorded on page 6 of Record book B B of lands
of Madison County containing one hundred and twenty
acres more or less, I do trust, nevertheless, upon the
following terms & conditions - If the said Mrs. J. B.
Graves shall fail or refuse to pay said Mrs E
D. Johnson the said amount of money herein
secured and all interest or any of it, then the entire
indebtedness & the cost & charges on this deed - Then.

then the said A. S. Johnson shall & may advertise said land, by posting notice of time & place of sale in two or more convenient public places for ten days, and expose & sell the same at public outcry to the highest bidder for cash before the South door of the Court house in Canton, and shall convey the the lands so sold to the purchaser thereof, and shall first pay the cost and charges of this deed & of said sale & then pay the amount herein secured with all interest due & the balance, if any there be, shall be paid said Mrs J. B. Graves or her assignee. But if said Mrs J. B. Graves shall pay said sum of money as the same shall become due then this deed shall be void & shall be marked satisfied by the said trustee or Mrs E. D. Johnson, The said Mrs E. D. Johnson or her assignee shall have power to appoint another trustee, in writing whose acts shall be as valid and binding as the one herein named if she shall so elect. Witness my signature this the 3rd day of April 1895

J. B. Graves

State of Mississippi,
Madison County

Personally appeared before me Mrs J. B. Graves who acknowledges she signed & delivered the above deed on the day and date named therein as her own act & deed & for the purposes therein named, this 3rd day of April 1895

J. F. Bailey
M.B.S.

Isabel Adams and
Harriet Adams his wife
Toz. Deed Trust
John A. Mouinger Trustee
Globe Investment Company

Filed for Record April 11th A.D.
1895 at 4 o'clock P.M. & Recorded
April 11th 1895

Jas Priestly clk

This Indenture, Made this second day of January A.D. One Thousand Eight Hundred and ninety five, by and between Isabel Adams and Harriet Adams his wife of the County of Madison, State of Mississippi, party of the first part, and John A. Mouinger Trustee herein, of the County of Jackson State of Missouri, party of the second part, and the Globe Investment Company, a corporation established under the laws of the Commonwealth of Massachusetts and having its principal place of business

in Boston, in the County of Suffolk and said Common
wealth, party of the third part

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CCC 543

~~John A. Huntington being about showing~~
to act as Trustee in that deed in trust executed
by Robert Adams & Hainett Adams on
January 2nd 1845 & recorded in Book CCC
Page 542 at my in the Chancery Clerk's office
for said town of Weymouth & the in which deed re-
corded that by having been conveyed to
Chas. E. Cooper Trustee for by the above
instrument. Whom by & deposit having
been made by the Judges then of, the in which
was returned that by in new deed of land
of the land & well is hereby appointed Trustee
in place & stead of said John A. Huntington & he
is directed to execute said deed by sale
of the land described therein = which the
I prohibit & order said Chas. E. Cooper this 22
day of December 1849

Wm. F. Farrell
Wm. E. Lecher

Chas. E. Cooper
Trustee

State of New Hampshire
County of Rockingham } Personally appeared
before me Frank B. Hafford a Notary Public
with in & for said State the above named
Chas. E. Cooper & who being duly sworn & declaring that
he is the person named in the deed given
therein written or his act & deed for the
purpose therein set forth & being under
my hand & seal of office this 22nd day
of Decr. 1849 Frank B. Hafford
Notary Public

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falling due respectively on the
first days of January in each year, and until
the same are fully paid, all payable at the
office of the Globe Investment Company, Boston

Massachusetts, with interest thereon at the rate of ten per cent, per annum, payable semiannually, after maturity or after default, until paid.

And whereas, said party of the first part agrees with the said party of the third part, and the endorser or assignees of said promissory note - and each of them, to pay all taxes and assessments, general and special, against said land and improvements, when due or within the time required by law; and also to keep the improvements upon said land in good repair, and constantly insured in such Companies as said third party may approve of, until said note - be paid, for the sum of at least _____ Dollars, and the policy or policies thereof constantly assigned or pledged and delivered to said party of the third part, or to the legal holder of said note - for further securing the payment of said note, with power to demand, receive and collect any and all moneys becoming payable thereunder, and apply the same towards the payment of said note - unless otherwise paid; and also to keep said land and improvements thereon free from all statutory lien claims of every kind; and also to protect the title and possession of said premises so that this Deed of Trust shall be a first lien thereon until said debt is paid; and if any or either of said agreements be not performed as aforesaid, then said party of the third part, or said endorser or assignees or any of them, may pay such taxes and assessments and may effect such insurance, for said purpose, paying the cost thereof, and may also pay the final judgment for any statutory lien claim, and may protect the title or possession of said land, including all costs and Attorney's fees; and for the repayment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten per cent, per annum, these presents shall be security in like manner and with like effect as for the payment of said note. Now if said note, and the interest thereon be paid when due, and said agreements be faithfully performed as aforesaid, then these presents shall be void, and the property herein before conveyed shall be released at the cost of said party of the first part. But if default be made in the payment of said note or any of the

interest Coupons when due, or in the faithful performance
 of any or either of the agreements as afore said, then
 the whole amount of said note, with interest thereon
 shall at the option of the holder of said note, become
 immediately due and payable, without notice to said
 first party, and this Deed shall remain in force, and
 the said party of the second part, or his successor in
 trust, may, at the request of the holder of said note
 proceed to sell the property herein before described
 and any and every part thereof, and all right and
 Equity of redemption of the said party of the first part,
 and the heirs, executors or assigns of said first party,
 therein, at public Vendue to the highest bidder, at the
 front door of the Court House, in the County of Madison
 and State of Mississippi, first giving thirty days public
 notice of the time, terms and place of sale and of the
 property to be sold, by advertisement in some newspaper
 printed and published in the County in which the
 land is situated, or by posting written notices thereof
 in at least three public places in such County, one of
 which shall be at the Court House door in such County
 and said Trustee may adjourn the sale from time to time
 in his discretion, and upon such sale shall execute and
 deliver a deed of conveyance of the property sold to the pur-
 chaser or purchasers thereof; and any statement or recital
 of fact in such deed shall be prima facie evidence
 of the truth of such statement or recital; and the said
 Trustee shall receive the proceeds of said sale, out of
 which he shall pay: First, the costs and expenses of
 executing this trust including compensation to the
 Trustee for his services, and a sum equal to ten per
 cent, of the amount of said note as solicitor's fee;
 and, next, to said third party, or the endorser or assign-
 ers of said promissory note, upon the usual Voucher;
 therefor, all moneys paid for insurance and taxes
 and judgment upon stationary lien claims and costs
 and interest thereon, as herein before provided for;
 and, next, the interest Coupons and interest thereon
 due and unpaid; and, lastly, the amount of said
 principal note, with interest thereon up to the
 time of such payment, and if not enough therefore
 there apply what remain. The balance of such

proceeds, if any, shall be paid to the said party of the first part, or the legal representatives of said first party. The party of the first part hereby expressly waives and releases all right, claims, benefit, privilege and exemption under any and all homestead exemption laws of the State of Mississippi.

And further, That in case of the death, absence, resignation, or other inability or refusal to act of the said second party, that it shall be competent and proper for the second party or the holder of the said indebtedness, or any part thereof, to appoint and substitute any other person as trustee to act instead of the party of the second part, who shall succeed to and be vested with all the rights, powers and authority conferred upon the second party by these presents, and shall be the successor in trust of the second party in all respects.

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

Gabriel ^{his} Adams
Harriet ^{his} Adams
mark

Witness, sealed, & delivered in presence of
W. O. Baldwin
J. M. Grafton

State of Mississippi }
County of Madison } On the 11th

day of April A.D. 1895, before me the undersigned Chancery Clerk & Notary Public personally appeared Gabriel Adams and Harriet Adams his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, for the purpose therein set forth.

My term of office will expire on the 1st Monday of January A.D. 1896.

In witness my hand and official seal, the day and year first above written.

(Signature)

James Pringle Chy bell
& Notary Public Madison County
Mississippi

Gabriel Adams and
 Harriet Adams
 To 3. D75
 John A. Moninger Trustee
 Globe Investment Company

Filed for Record April 11th a. M.
 1895 at 4 o'clock P. M. & Recorded
 April 12th 1895
 James P. Pringle clk

"Mississippi Second Deed of Trust"

This Indenture, made ~~the~~ second day of January
 A.D. One Thousand Eight Hundred and ninety five by
 and between Gabriel Adams and Harriet Adams his
 wife, of Madison County, State of Mississippi, first
 party, and John A. Moninger Trustee herein, of Jackson
 County, State of Missouri, second party, and the Globe
 Investment Company, a corporation established un-
 der the laws of the Commonwealth of Massachusetts
 and having its principal place of business in Boston
 in the County of Suffolk and said Commonwealth, third
 party; Witnesseth, that said first party, in consideration
 of the debt and trust herein after mentioned and created
 and of the sum of One Dollar to said ^{first} party paid by
 said second party, the receipt of which is here by a cer-
 tified copy acknowledged have granted and sold, and by these presents
 do Grant, bargain sell and convey, unto the said
 second party, or his successor in Trust forever, all the
 following described Real Estate, situated in Madison
 County, State of Mississippi, to wit: East half of
 North East Quarter (E 1/2 NE 1/4) and Thirty one & 6/100
 acres (31 6/100) off the East side of the West half of
 North East Quarter (W 1/2 NE 1/4) of Section Six (6)
 Township Nine (9), Range Five (5) East of Choctaw
 P. M. To Have and to Hold the same, said all the
 appurtenances thereto belonging, unto said second
 party or his successor forever, In Trust however, for the
 following purposes

Whereas, said party of the first part is justly in-
 debted to the Globe Investment Company, of Boston,
 Massachusetts, in the sum of ninety five & 00/100
 Dollars with interest thereon, according to the tenor
 and effect of - one note of even date here with signed
 by said parties of the first part, and payable as follows
 Nineteen Dollars, on January 1, 1896, Nineteen Dollars on January 1st 1897
 Nineteen Dollars, on January 1, 1898, Nineteen Dollars on January 1st 1899
 Nineteen Dollars, on January 1, 1900. And whereas This Trust

Deed is made subject to a prior Trust Deed to said second party, securing a note for Four hundred seventy five Dollars, payable to the said Globe Investment Company.

It is hereby stipulated, That whenever said prior Trust Deed by its terms, becomes due and payable, either by default in payment of interest, or otherwise, then this note hereby secured shall thereupon become immediately due, payable and recoverable without notice to the first party. The first party further agrees, that if he shall fail to paid said money or any installment thereof when the same becomes due or shall fail to pay taxes or assess ments levied on said property before the same become delinquent, or shall fail to perform or comply with any of the fore going conditions or stipulations, then the whole sum of money hereby secured shall become due and payable, at the election of the holder thereof, without notice of the said election to the first party, and the said party of the second part or his successors in Trust, may at the request of the holder of said note, proceed to sell the property herein before described, and any and every part thereof, and all right and equity of redemption of the said party of the first part, and the heirs, executors or assigns of said first party therein, at public sale, to the highest bidder, at the front door of the Court House, in the County of Madison and State of Mississippi, first giving thirty days public notice of the time, terms and place of sale and of the property to be sold, by advertisement in some newspaper printed and published in the County in which the land is situated, or by posting written notices thereof in at least three public places in such County, one of which shall be at the Court House door in such County, and said trustee may adjourn the sale from time to time, in his discretion, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof; and any statement or recital of fact in such deed shall be prima facie evidence of the truth of such statement or recital; and the said trustee shall receive the proceeds of said sale, out of which he shall pay: First, the costs and expenses of executing this trust, including compensation to the trustee for his services, and a sum equal to two per cent, of the amount of said note as solicitors fee; and next, to said third party, or the endorser or assignees of said promissory note, upon the usual vouchers

therefor, all moneys paid for insurance and Taxes and judgment upon statutory lien claims, and costs and interest thereon at ten per cent per annum; and, next, all of said note; The balance of such proceeds, if any, shall be paid to the said party of the first part, or the legal representatives of said first party. The party of the first part hereby expressly waives and releases all right, claim, benefit, privilege and exemption under any and all homestead exemption laws of the State of Mississippi And Further, That in case of the death, absence, resignation, or other inability or refusal to act of the said second party, that it shall be competent and proper for the second party or the holder of the said indebtedness for any part thereof, to appoint and institute any other person as Trustee to act instead of the party of the second part who shall succeed to and be vested with all the rights, powers and authority conferred upon the second party by these presents, and shall be the successor in trust of the second party in all respects

In witness whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written

Signed, Sealed & delivered in presence of
 W. O. Baldwin
 J. M. Grafton

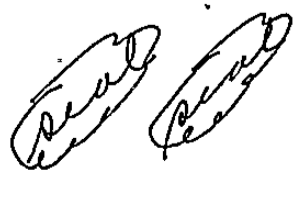
Gabriel ^{his} Adams
 Harriet ^{mark} Adams

State of Mississippi
 County of Madison 3

On this the 11th day of April A. D. 1846, before me, the undersigned Clerk & Not Public, personally appeared Gabriel Adams and Harriet Adams his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, for the purpose therein set forth.

My term of office will expire on the 1st Monday of January A. D. 1846

Witness my hand and official seal, the day and year first above written



Gas Priestly Chy Clerk
 Notary Public Madison
 County, Mississippi

Edward J. Stone \rightarrow Filed for Record April 20th 1895 -
To J Deed \rightarrow at 8 o'clock am
Clara M. Stone \rightarrow Recorded April 20th 1895

In consideration of one dollar to me paid by Miss Clara M Stone and for other good and valuable considerations I Edward J. Stone do hereby sell convey and forever quit claim to said Clara M. Stone all my right title and interest in and to the following described real estate in Canton Madison County Mississippi to wit: That certain lot and residence thereon occupied by the late Eliza Jane Stone at the time of her death and which she died seized and possessed said lot being located on the South side of North Street and being about 162 1/2 feet front by 368 feet deep. To have and to hold the same to her the said Clara M Stone her heirs and assigns forever
Witness my hand this 17th day of April 1895 -
Edward J. Stone

State of Tennessee \rightarrow
County of Shelby \rightarrow
Personally appeared before me
Mr Galbraith a Notary Public in and for said State and County duly commissioned and qualified at Memphis Tenn Edward J. Stone who acknowledged that he signed and delivered the foregoing deed on the day and year and for the purposes therein mentioned as his free act and deed
Identified by
Jas Johnson
Me Galbraith
Notary Public

J. A. Cassell \rightarrow Filed for Record April 20th 1895 at 8
To J Deed \rightarrow at 8 o'clock am
B. J. Roberts \rightarrow Recorded April 20th 1895

In consideration of the sum of Sixty dollars (\$60⁰⁰) cash in hand this day paid by B. J. Roberts to J. A. Cassell the receipt of which is hereby acknowledged I J. A. Cassell here by convey and warrant unto the said B. J. Roberts a certain parcel or lot of land lying East of and near the city of Canton in Madison County State of Mississippi described as follows: That certain parcel or lot of land lying East of and near the

City of Canton in Madison County State of Mississippi described as that certain lot fronting one hundred feet on North side of Academy Street and running back four hundred and thirty feet towards the North said lot lying east of and adjoining the lot heretofore sold by T. A. Caswell to B. F. Roberts as shown by deed recorded in Book 666 page 257 of the deed records of the County of Madison also that certain parcel or lot of land running East and West one hundred feet and bounded on the North by lot conveyed by J. H. Wilam to W. H. Stedeker and B. F. Roberts as shown by deed recorded in Book 666 pages 196 and 197 of deed records of said County and bounded on the South by lot conveyed by T. A. Caswell to B. F. Roberts as shown by deed recorded in Book 666 page 257 of deed records of said Madison County and bounded on the West by lot conveyed by W. H. and T. A. Caswell to Mrs. M. M. Hill as shown by deed recorded in Book 6 pages 666 & 667 of deed records of Madison County.

Witness my signature this the 11th day of April 1895

T. A. Caswell

State of Mississippi
Madison County

Personally appeared before the undersigned James Priddy Clerk of the Chancery Court of said County the within named T. A. Caswell 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 11th day of April A.D. 1895

James Priddy Clerk
J. M. [Signature]

Isabella Harrington } Filed for Record April 22nd 1895 1000
To & deed }
Emile Rimmer } Recorded April 22nd 1895

In consideration of the natural love and affection I have for Emile Rimmer who being my daughter and the for the further consideration of Five \$100 Dollars in hand paid I convey and warrant to the said Rimmer (Emile) the following land situated in Madison County Mississippi and described as the S E 1/4 (South East quarter) section 9 Township Eleven Range 4 East

Witness my signature this 20th day of April 1895
Isabella Harrington

State of Mississippi }
Madison County }

Personally appeared before the undersigned Justice of the Peace of the County aforesaid Mrs Isabella Harrington who acknowledged that she did read and signed the foregoing deed on the day and year therein mentioned as her act and deed

Witness my hand this 20th day of April 1895
Saml. Wilson J.P.

State of Mississippi } Filed for Record April 22nd 1895 on 2000
Madison County } Recorded April 22nd 1895

I know all men by their persons that I Montford Jones of the City of Canton State and County aforesaid in consideration of the high regard and esteem in which I have to Dr Montford Jones of Kosciusko Attala County Mississippi also for the further consideration of Five Dollars in hand paid to me by said Dr Montford Jones have granted bargained aliened and conveyed and quit claimed unto him all my right title and interest in and to the following land situated in Leake County Mississippi S E 1/4 + E 2 S W 1/4 of Sec 27 + N E 1/4 + E 2 N W 1/4 Sec 28. S W 1/4 Sec 27 + S W 1/4 Sec 26 Township 10 Range 8 and the following land situated in Madison County Mississippi E 1/2 Sec 31 less 30 acres off North end Sec 31 - N 2 Sec 32 + N 2 N W 1/4 Sec 33 Township 9 Range 3 East and all my improved and vacant lots and the houses and lots & deed to Jane Jones her natural life then to her

Am Charles Jones for 3 yrs. the house and lot I deed to Jack Jones his natural life then to his daughter Alice Jones for 3 yrs and the house and lot I deed to Maria Jones for his natural life situated in the city of Canton, State and County aforesaid and all my first and second mortgage Bonds and shares in said Bond, and all of my real personal and mixed property within in the State of Mississippi or any other State to have and to hold to him and his heirs forever.

Witness my hand and seal this 5th day of Oct 1875
Mountfort Jones

State of Mississippi
Madison County

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

Given under my hand and seal (Official) at office this 5th day of Oct AD 1875

E. J. Jeffrey Clerk

Filed for record July 9th 1892
at 4 P M

J. J. McMillan
Clerk

State of Mississippi
Lee County

I, J. J. McMillan Clerk of the Chancery Court in and for said County hereby certify that the above and foregoing instrument is a true and correct copy of as appears of record in my office on page 12 of Record Book "J"

Given under my hand and official seal this 18th Feb 1895

J. J. McMillan
Clerk

Copy filed by Comptroller Bond no 1 page 437 this Dec 1st 99
 206
 WPKump - lctc

David S. Watts
 Annie A. Watts
 To J Deed of Trust
 Francis B. Hoffmann

Filed for Record April 22nd 1895 at 12:00
 Recorded April 22nd 1895

To secure
 British and American Mortgage
 Company Limited

This Indenture made
 and entered into this thirteenth day of April
 A.D. 1895 by and between David S. Watts
 and wife Anna A. Watts of the County
 of Madison in the State of Mississippi of the first part; Francis B. Hoffmann
 of the City of New York in the State of New York of the second part as Trustee
 and the British and American Mortgage Company Limited of the third
 part. Witnesseth: That the parties of the first part for and in consid-
 eration of the sum of ten dollars to them in hand paid by said party of
 the second part, the receipt whereof is hereby acknowledged and
 the considerations herein after stated have granted bargained and
 conveyed, warranted and delivered and do by these presents grant
 bargain sell convey and warrant and deliver unto him the said party
 of the second part and his heirs, successors and assigns all the fol-
 lowing described real estate situated and lying in the County of Madison
 and State of Mississippi, to wit:

The West Half of South East quarter of East Half South West
 Quarter and South West Quarter of South West quarter of
 section twenty five (25) and South East Quarter of South
 East quarter section twenty (20) six and East Half of
 North East quarter section thirty five and North West quarter
 of North West quarter and West Half of South Half of West
 Half of North West quarter of section thirty six (36) all in
 Township Eleven (11) Range three East containing in all
 three hundred and eighty 380 acres more or less. To have
 and to hold all and singular the above described property together
 with all the buildings and improvements on said lands and the
 rights privileges advantages and appurtenances thereto belonging or
 in any wise appertaining to him, said party of the second part
 and his heirs successors and assigns forever.

This indenture is intended as a deed of trust for the following
 uses and purposes, to wit: whereas said David S. Watts of the
 first is indebted to said British and American Mortgage Co.
 Limited in the sum of six thousand [6000] dollars for
 money lent as evidenced by the five promissory notes of said
 David S. Watts of the first part dated the thirteenth day of
 April A.D. 1895 and to become due as follows to wit:

- One note for \$60⁰⁰ sixty⁰⁰ dollars due November first 1896 (Fixed)
- One note for \$60⁰⁰ sixty⁰⁰ dollars due November first 1896 (Fixed)

One note for \$60 ⁰⁰ Sixty ⁰⁰ / ₁₀₀	dollars due November first 1897 (Fixed)
One note for \$60 ⁰⁰ Sixty ⁰⁰ / ₁₀₀	dollars due November first 1898 (Fixed)
One note for \$360 ⁰⁰ Three Hundred and Sixty 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 \$33 ⁵⁰ Thirty three ⁵⁰ / ₁₀₀	dollars due November first 1895
One note for \$54 ⁰⁰ Fifty four ⁰⁰ / ₁₀₀	dollars due November first 1896
One note for \$48 ⁰⁰ Forty eight ⁰⁰ / ₁₀₀	dollars due November first 1897
One note for \$42 ⁰⁰ Forty two ⁰⁰ / ₁₀₀	dollars due November first 1898
One note for \$36 ⁰⁰ Thirty six ⁰⁰ / ₁₀₀	dollars due November first 1899

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 or American Mortgage Company (Limited) at the National Bank of the Republic of New York & C., and are all with their accruing interest intended to be secured by this mortgage.

And on hereas it is understood and agreed that said parties of the first part, will promptly pay all taxes, assessments and charges that are or shall become a lien upon said property so 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 said first 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 and any persons included in the debts secured herein, and that if said parties of the first part shall fail to obtain and keep up said insurance or shall fail to assign and deliver said policies of insurance to said party of the second part within ten days from the execution of this Indenture or shall fail to pay any of the taxes assessments or other legal charges upon said property when they become due or shall permit the same to be sold thereon or forfeited for any reason then said third party 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 or other legal charges and in case of sale redeem said property: and all moneys so paid and all interest as aforesaid for insurance by reason of any failure of said parties of the first part to obtain

said insurance and to pay said taxes assessments and other legal charges and in case of sale redeem said property and all moneys so paid and all expenses incurred therein and then by and all payments made at the option of said party of the third part or by any person interested as aforesaid for insurance by reason of any failure of any failure of said parties of the first part to obtain or keep up the insurance or to assign and deliver said policies as herein before provided, and all attorneys fees fixed at five per centum on the amount in suit in the event of litigation shall be a part of the principal debt secured by this instrument and shall respectively bear interest at the rate of ten per cent per annum from date of payment thereof or liability incurred thereof by the creditor: but the amount so paid for premium on insurance shall not exceed in any one year the sum of \$ _____ Now it is further understood and agreed that if default be made in any payment of any indebtedness herein provided for when the same may become due and demandable, then 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 assign and without notice to said parties of the first part be declared due and payable and it may proceed to enforce this deed of Trust as hereinafter provided, or at its option institute proceedings respectively for the collection at law or inequity of such amounts as may be then unpaid.

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

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

them in parcels as may be necessary to meet said indebtedness and
 the expenses of executing this trust including a commission of
 five per cent for his individual services at the door of the Court
 House in said County of Madison by public auction to the high-
 est bidder for each twenty days previous notice of the time place
 and terms of such sale having been first given in some news
 paper published in the County of Madison by at least two insertions
 the last insertion not to be less than one week before the day of
 sale or by notices posted up, one at the Court House door and
 at two other public places in said County: said sale to be made
 on some day fixed by said party of the second part and to be
 made between the hours of ten o'clock and three o'clock in the after-
 noon: full power and authority and authority being hereby express-
 ly granted to and conferred upon said party of the second
 part or his successors to make and execute and deliver all
 necessary deeds of conveyance for the purpose of vesting in the
 purchaser or purchasers thereof good and sufficient title to
 the lands so sold, the usual recitals or herein shall be ac-
 cepted in all courts of law or in equity as full and sufficient proof
 of the matters herein stated: and at any 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 Com-
 mission of said party of the second part and five per cent for
 the creditors attorney's 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 David S. Watts, of the first
 part. In case of the refusal, or neglect, or incompetency, or
 act of said trustee or his absence from the State, or his decease
 then said party of the third part or any holder of said note
 or notes or their legal representatives can at any time they
 may desire appoint another trustee in 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 before named: and should the said
 trustee at any time believe said property or any part thereof
 endangered as a security for the indebtedness of the
 said party of the first part to the said party of the third part
 he may take the same or any part thereof into his possession
 and hold until said indebtedness is paid or until said
 property is sold as aforesaid: but until demanded by the

trustee for any of the purposes aforesaid said party of the first part may hold the same: but nothing in this Indenture contained shall be construed as requiring the trustee herein to take or have actual possession of any of said property before being authorized to sell the same as heretofore mentioned.

It is further expressly covenanted and agreed, that if a sale shall be made under the provisions of this deed of trust then the parties of the first part their legal representatives can at any 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.

David S. Watts
Anna M. Watts

State of Mississippi
County of Madison

Personally appeared before me James Priestley Lehane, Clerk of above State and County David S. Watts & Anna M. Watts his who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 22nd day of April 1895.

James Priestley Lehane
J. M. Crafton

Part of the lands mentioned herein are released from the provisions of this act -
This act is not to be construed as to the validity of any deed or conveyance made before the passage of this act, and the same shall remain in full force and effect as if this act had not been passed. Approved July 1904. F.C. McCarver, Secy. of the Land Office.

George L. Harris
and
Helen J. Harris
To:

Filed for Record April 24th 1895
Recorded April 24th 1895

Deed of Trust
For the use and benefit
Alliance Trust Co

This indenture made
and entered into by and between George L. Harris
and Helen J. Harris his wife parties of the first
part. Charles L. Loomis of the City of Memphis in
the State of Tennessee party of the second part
as Trustee and The Alliance Trust Company Limited a corporation party

of the third part. Witnesseth: That said party of the first part in consideration of the sum of money hereinafter mentioned loaned by the party of the third part to the party of the first part the receipt or kenef is hereby acknowledged and the further continuation 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 unto the said party of the second part and his successors, the following described real estate situated in the County of Madison, Sharkey: The following lands in Madison County: The South half of South half of section Twenty Two (22). The South half of section Twenty Three (23) except (50) fifty acres in the West end thereof lying North of the Lexington and Leatham Road. All of section Twenty Six (26). North East quarter of section (27) twenty seven. East half of North West quarter of section twenty seven (27) all in Township Eight (8) North Range One (1) East containing in all thirteen hundred and ten (1310) acres more or less. Also the following lands in Sharkey County, Mississippi: to wit, South East quarter of section Fifteen (15). East half of West half and East half of section twenty three (23). South West quarter of section twenty four (24) and all of South East quarter of section twenty (20) from lying West of Deer Creek. all in Township thirteen (13) North Range Seven (7) West containing Eight Hundred and thirty acres (830) acres more or less. also all of section twenty five (25) except one (1) acre more or less conveyed to the Railway Company by deed of record in Book E page 66 of the records of Sharkey County Mississippi and except the church lot of about one acre conveyed by deed of record in Book D page 434 of said County and except the two (2) acre lot conveyed to Helena Mercantile Company by deed of record in Book E page 387 of Records of said County: also all of section twenty six (26) East of Deer Creek and Indian Bayou. all that part of the North East quarter of section twenty five (25) lying East of Deer Creek and North of Indian Bayou and of the West half of North West quarter of section twenty (20) six except fifty (50) acres in the South part thereof here to fore sold to Mary L. Myers by deed of record in Book E page 383 of records of said Sharkey County Mississippi excepting also those parts of any of said sections here

W. H. Harris

to have conveyed to the Memphis & Vicksburg Railway Company as a right of way by deed of Record in Book "F" page 299 of said County all in Township thirteen (13) North range seven (7) West containing ten hundred ⁴ acres more or less. Containing in all of the above lands three thousand one hundred and Eighty nine (3189) acres more or less together with the tenements, hereditaments and appurtenances thereto belonging and the rents and profits thereof and machinery now or hereafter put upon said premises for the conduct thereof whether attached or detached. To have and to hold the above granted premises appurtenances, improvements and machinery, rents and profits unto the said party of the second part, his successors 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 They are lawfully seized in fee of the aforesaid lands and premises: that the same are free from all incumbrances, and that they will warrant and forever defend the title to the same unto the said party of the second part, his successors or assigns against the lawful claims and demands of all persons. And the party of the first part hereby expressly release relinquish and convey to said trustees his successors and assigns all rights of dower or homestead in said premises.

This indenture is intended as a deed of trust for the following purposes to wit: whereas the said George Le Harris and Helen S. J. Harris are indebted to said party of the third part in the sum of Twenty Five thousand and no Cents Dollars which indebtedness is for money loaned and with intent thereon is evidenced by the following described promissory notes bearing even date herewith executed by them, to wit:

- One for Twenty Five thousand Dollars (\$2500⁰⁰) due February first 1896
- One for Twenty Five thousand Dollars (\$2500⁰⁰) due February first 1897
- One for Twenty Five thousand Dollars (\$2500⁰⁰) due February first 1898
- One for Twenty Five thousand Dollars (\$2500⁰⁰) due February first 1899
- One for Twenty Five thousand Dollars (\$2500⁰⁰) due February first 1900
- One for Twenty Five thousand Dollars (\$2500⁰⁰) due February first 1901
- One for Twenty Five thousand Dollars (\$2500⁰⁰) due February first 1902
- One for Twenty Five thousand Dollars (\$2500⁰⁰) due February first 1903
- One for Twenty Five thousand Dollars (\$2500⁰⁰) due February first 1904
- One for Twenty One thousand thirty seven ⁵⁰/₁₀₀ Dollars (\$2137⁵⁰) due Feb first 1896
- One for Nineteen thousand Dollars (\$1900⁰⁰) due February first 1897
- One for fifteen hundred sixty two ⁵⁰/₁₀₀ Dollars (\$1662⁵⁰) due February first 1898
- One for fifteen thousand & twenty five Dollars (\$1425⁰⁰) due Feb 1st 1899
- One for eleven thousand & eighty seven ⁵⁰/₁₀₀ Dollars (\$1187⁵⁰) due February 1st 1900
- One for nine thousand & fifty Dollars (\$950⁰⁰) due February 1st 1901
- One for seven thousand & twelve ⁵⁰/₁₀₀ Dollars (\$712⁵⁰) due February 1st 1902

One for Five Hundred and Seventy Five Dollars (\$575⁰⁰) due February 1st 1902
 One for Two Hundred and Thirty seven Dollars (\$237⁰⁰) due February 1st 1904
 Said notes represent installments of said principal and the annual interest
 due thereon at the rate of 9 1/2 per cent and are payable in gold
 coin of the United States of the present standard of weight and fine-
 ness to the party of the third part at the office of Cabernell & Smith Mem-
 phis Tennessee with interest at ten per cent per annum after maturity
 and contain a waiver of exemptions and are all with their accruing
 interest interest intended to be secured by this conveyance

And if by reason of error or delay of any sort the said notes 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 rate or rates
 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 said party of the first part shall will 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 or not 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 suc-
 -cessor may when requested by the legal holder of any such unpaid
 note or notes or his agents take possession of the real estate and per-
 -sonalty 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 cash parcels
 as he sees fit without question of his power as to sell, said sale
 shall be made at the front door of the Shelby County Court
 House in the County or here any of said lands are situated or on
 any of said lands, or at the principal door of the Court House of
 Shelby County in Jackson, Miss., as may be specified in the notice of such
 sale and after notice of the time place and terms of sale by at least three
 weekly publications thereof in any daily or weekly newspaper published
 at Jackson Miss. And the said trustee or his successors with or with-

or without advertising is hereby authorized to post, print or advertise said sale from time to time for any length of time at his discretion; or to dispense or not to make said sale and the powers and authority 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 sale (any) 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 conveyance to the purchaser shall be full evidence of all matters therein stated and no other proof shall be requisite of request to the trustee to enforce this trust, or of the proper and due appointment of any substitute trustee who may act; or of the advertisement, or sale or any particular 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 purchaser. 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, & ten per cent attorneys fees and the full amount of the debt due and owing to the party of the third part both principal and interest and all sums, if any, which shall have been paid by said party of the third part, its successors or assigns for taxes repairs insurance and other charges which would be a lien upon the said real estate, in such order as he may determine; and the remainder if any shall be paid over to the said parties of the first part or their assigns upon reasonable request. If any other legal or equitable remedy is resorted to by the party of the second part or his successor, or by the third party or assigns for the collection or protection of the debt hereby secured and any other necessary suit 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 loan of said money hereby request and instruct the party of the second part and his successors to take out and keep in force such policies of insurance as shall in his or their judgment seem necessary not in excess of \$2000.00 upon the dwelling in Madison Co Miss situated upon the premises hereby conveyed during the existence of this debt. loss of any under which policies shall be payable to the party of

of the third part or assigns and the party of the first part hereby agrees to promptly pay the premiums for all of such insurance and also to promptly deliver to said trustee or his successor or 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 any wise liable to the party of the first part for any failure to take out or keep up such insurance but shall apply the net proceeds of any loss which may come into their hands under such policies by the party of the third part or assigns unless the then holder of said debt sees fit to allow its payment to the party of the first part. They further covenant to pay before delinquent 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 notes or debts secured hereby while held by a possessor of the State of Mississippi. But in case any such taxes are laid on the interest of either the second or third parties in said premises, or on the notes or debts secured hereby, the party of the first part shall not be bound therefor if such obligation may not legally be made under the laws of Mississippi for the payment by party of the first 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) amount (entire) of such taxes but may be legally made for any part thereof, the party of the first part shall be bound to pay the same to the extent that it shall be legal to do so. The intent of the parties is to bind party of the 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 hereby secured or the interest of the second or third parties in the land be taxed under any laws of the State of Mississippi or hereafter passed, then and in that event all of the principal debt hereby secured and accrued interest and any unpaid advances shall immediately become due and payable at the option of the holder of any note hereby secured.

And in the event that they should fail to pay such insurance premiums as aforesaid, or to pay said taxes as above stipulated 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 successor or assigns may pay or buy in the same and the amounts so paid with costs and attorney 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 or unite

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 casualties of fire and tempest and overflow 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 recited and in consideration of the premises and to further secure the prompt payment of all sums hereby secured the parties of the first part do hereby waive all right of appraisement sale and redemption in present or after acquired property.

In case of the refusal neglect or incompetency to act of said trustee or his absence from the State or his decease, then said party of the third part or any holder of any of said notes or the legal representatives or agents of either shall 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 hereinafter 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 duly 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 first part or his assigns or an extension or extensions may be made of the time of payment of any part or parts of the notes hereby secured and any part of said estate may be released herefrom by party of the third part or assigns without in any wise altering, varying or diminishing the force effect or effect of this instrument and that this instrument shall continue as the first lien on all said land not released until all sums with interest and charges hereby secured are fully paid notwithstanding any such insurance payments release extension or extensions. This deed of trust and the notes thereby 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 to be used. This deed is given in renewal and extension of the unpaid portion of the debt secured by trust deed recorded in Book "J" page 337 and Book "K" page 367 of the records of Shelby County Mississippi and for new money borrowed. It is hereby agreed that when the principal and interest on notes are paid ^{in full} due February 1st 1896 and February 1st 1897 that the lands in Madison County shall

stand released.

In witness whereof the said Geo L Harris and Helen J Harris have hereunto set their hands and seals this 29th day of March 1895

Geo L. Harris
Helen J. Harris

State of Mississippi 3
Madison County 3

This day personally appeared before me the undersigned a duly commissioned qualified and acting Justice of the Peace Helen J. Harris to me personally known to be the grantor in the foregoing deed of trust and acknowledged that she signed executed and delivered the foregoing instrument on the day and year therein mentioned as her voluntary act and deed

My commission expires
31st Dec 1895

Given under my hand and seal this
19th day of April 1895
R. M. Stewart J.P.

State of Mississippi 3
Madison County of Shelby 3

Personally appeared before me A. T. Baggett Clerk of the Chancery Court in the County of Shelby in said State the within named Geo L Harris 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 Village of Rolling Fork
Miss this the 22nd day of April 1895
A. T. Baggett Clerk
W. H. Clements J.P.

12

Trustees Sale

By virtue of the provisions of a certain deed in trust executed by N. E. Lewis to me as Trustee of date Dec 11th 1893 and of the record in the Chancery Clerk's office of Madison County Miss in deed book 161 page 61 I will on Saturday April 20. 1895 sell at public auction for cash to the highest bidder the following described lands in said Madison County -

N^W 1/4 N^E 1/4 and 1/2 acres off N. End W² W² S² N^E 1/4 and S² N² E² N^W 1/4 S² E² N^W 1/4 less 1/2 acres off South End of Sec. 1. T. 7 R. 2 E

Said sale will be made at the South door of Court House at Canton in said County between the hours of 11 o'clock A.M. + 3 o'clock P.M.

J. B. Pratt
Trustee

Canton Miss
April 8th 1895

\$92.00
J. W. Grafton
Witness to sale

J. B. Pratt Trustee of
N. E. Lewis
Go J. Trustee's deed.
Joseph Lutz

Filed for Record April 25th 1895
at 5:00 P.M.

Recorded April 26th 1895

Witness M. E. Lewis

did on the 11th day of Dec 1893. execute to me J. B. Pratt as Trustee a conveyance of certain lands hereinafter described to secure the payment of certain sums of money to Joseph Lutz said deed of conveyance being of record in the Chancery Clerk's office of Madison County Miss Book 161 page 61 and whereas default was made in said payments + I was directed by said Lutz to enforce the provisions of this deed. and whereas I did on the 8th day of April 1895 post a notice at the South door of the Court House at Canton Miss advertising said lands for sale under the provisions of said deed on the 20th day of April 1895 - which notice remained so posted to the day of sale + is attached to this deed as a part hereof and whereas I did on said April 20th at said Court House door expose said lands for sale at 2 o'clock P.M. at which sale said Jos Lutz became the highest bidder at the sum of Ninety two dollars and the same was struck off to him and the said sum of \$92.00 was entered as a payment upon the notes of said Lewis which said deed was given to secure. Now therefore in consideration of

the premises. & the said F. B. Pratt do hereby sell and convey to Jos Lutz said lands to wit: The N^W & N^E and 12 acres off the North end of N^W & N^E & S^W & S^E and S^W & S^E & N^W & N^E and S^W & S^E & N^W & N^E less 12 acres off South end section one (1) Township seven (7) Range Two (2) East all in Madison County Mississippi. To have and to hold to him the said Lutz his heirs and assigns forever

Witness my hand this 25th day of April 1895
F. B. Pratt
Trustee

State of Mississippi
Madison County

Personally appeared before the undersigned James Trusty Clerk of the Chancery Court of said County the within named F. B. Pratt who acknowledges that he signed and delivered the foregoing deed on the day and year therein contained as his act and deed

Given under my hand and official seal at office this 25th day of April A.D. 1895
James Trusty Clerk

J. L. Perkins
To J. Reed
Jessie Galloway
Filed for Record April 27th 1895 at 11 o'clk am
Recorded April 27th 1895

In consideration of Ten Dollars cash in hand paid me by Jessie Galloway the receipt of which is hereby acknowledged, and to correctly describe the lands sold by me to H. A. Montg. Army who has sold to said Galloway I, James L. Perkins do hereby convey and warrant quit claim unto the said Jessie Galloway the following described lands in Madison County Mississippi to wit: S^E East of S. C. R. R. Sec 19 and N^W & N^E & S^W & S^E Sec 20 & S^W & S^E & N^W & N^E Sec 28 T. 7 Range Two (2) East

Witness my hand & seal this 9th of April A. D. 1895

J. L. Perkins seal

(over)

State of Mississippi
Absheena County

Personally appeared before me
J. P. Heath a Justice of the Peace of said County of
Absheena who acknowledged that he signed and
delivered the foregoing instrument on the day and
year therein mentioned

Witness my hand this 9th April 1895
Jas P. Heath J.P.

H. S. Eddy
G. V. & J. Law

Filed for Record April 30th 1895 at 4 o'clock
Recorded May 1st 1895

This certifies that I
H. S. Eddy of the 1st part do grant to
G. V. & J. Law the privilege of a road ^{16 1/2} feet
wide commencing at the South West corner of the South
half of Sec. 7 T. 9 R. 3 E and running due East along
the South line of said South half of South East quarter of
said Section 7 T. 9 R. 3 E to intersect with said Law
land. Said Law is to keep all gates closed along said
road way. The said H. S. Eddy reserves the right to move
his part of the line fence now running between himself
and Champion Houts. The said G. V. & J. Law shall
have the exclusive right to the use of said strip of land
herein described as a road way as long as it may be needed
for the purposes of a road with the privilege and the said
Law hereby pays said H. S. Eddy forty dollars in
hand cash. The said Eddy also reserves whatever
timber may stand on said strip of land
It is understood also that the exclusive right to use of
said road is hereby conveyed to the said Law or their
assigns & should any one here same except the
said Eddy the pay for the right to the use of the
same shall be paid to the said Law.

Witness my signature this April 16th 1895
H. S. Eddy

State of Mississippi
Madison County

Personally appeared before the
undersigned Jas Priestley Clerk of the Chancery Court
of the said County the within named H. S. Eddy
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 this 16th day of April A.D. 1895

Geo Pruethey Clerk

The right of way 16 1/2 ft wide described within is released from the deed of trust which a D Gunning holds - forty dollars having this day been paid for this release - said trust deed is not released in any other particular. April 13th 1895

Mrs A Gunning
Per L Frost
att & attorney

S. S. Simpson & L. L. Simpson } Filed for Record May 7th A.D. 1895 at
To 3 Deed } 9 o'clock a.m. & Recorded May 7th 1895
Edith F Olesby } Geo Pruethey Clerk

In consideration of Two Hundred Dollars cash in hand paid us by Edith F Olesby the receipt of which is hereby acknowledged we S. S. Simpson and L. Simpson his wife do hereby convey unto the said Edith F Olesby the following described lands in Madison County State of Mississippi to wit: - The N 1/2 W 1/2 S W 1/4 & W 1/2 W 1/2 N W 1/4 Sec. 2 and N E 1/4 & 3 1/2 acres out of North East corner of S E 1/4 Sec. 3, Town. 11 Range 4 East & the S 1/2 W 1/2 S E 1/4 Sec. 34 Town. 12 Range 4 East. witness our hands & seals this the 19th day of December 1894

S. S. Simpson
L. L. Simpson

The State of Mississippi,
Madison County } Personally appeared before
me the undersigned W. T. Linn J.P. of the said County
the within named S. S. Simpson & L. Simpson
his wife who acknowledged that they signed and del-
ivered the foregoing deed on the day and year there-
in mentioned as their act and deed
Given under my hand and seal this 4th day of
May A.D. 1895.

W. T. Linn J.P.

Bertha Schuieder
To: J. N. T.
F. B. Pratt Trustee
and A. N. Parker

} Filed for Record May 1st A.D. 1895 at 12
} O'clock M. & Recorded May 8th 1895
} Jas Priestly CLK

Satisfied March 30 - 1896 J. B. Pratt Trustee

Whereas I Bertha Schuieder, am indebted to A. N. Parker Cashier in the sum of Eleven hundred and twenty six & 66/100 Dollars evidenced by my promissory note for the sum of \$ 1500.⁰⁰ dated May 24th 1893 payable to the order of said A. N. Parker on Nov 24th 1893 with interest from maturity @ 10% per annum upon which said note the sum of \$500; five hundred dollars was paid at maturity leaving now due & owing upon said note one thousand dollars with interest from Nov 24th 1893 to wit: the sum of Eleven hundred and twenty six 66/100 Dollars (\$ 1126 ⁶⁶/₁₀₀).

Now therefore in consideration of the premium of one dollar to me paid by F B Pratt trustee for the purpose of securing the payment of said debt on the 1st day of January 1896 I, the said Bertha Schuieder do hereby covenant and warrant to said F B Pratt that certain lot & residence in Canton Madison County Mississippi on which I now reside said property being the same as conveyed to me by G. D. Litch by his deed of date Sept 7th 1893 & of record in the Chancery Clerks office of said County deed Book B3B p 586 and more particularly described as beginning on the west side of Liberty Street at the intersection of said Liberty Street with a lane or alley thence running west with the S. boundary line of said lane 220 feet, thence South 12 1/2 feet thence East 220 feet to the western boundary line of said Liberty Street. thence North along Liberty St. to point of beginning To have & to hold to him the said Pratt his successors & assigns forever upon the trusts herein set forth If said debt is not paid on the 1st day of January 1896, with interest thereon from date, at the rate of 10% per annum, it shall become the duty of said F. B. Pratt or his successors, upon demand of said A. N. Parker or his assigns, to sell the property herein conveyed at Public outcry to the highest bidder for cash, and to execute to the purchaser thereof proper deed of conveyance

Such sale shall be made at the South door of the

Court House at said Canton; and notices thereof shall be posted at said Court House door 10 days prior to the day of sale,

Out of the proceeds of such sale said trustee shall pay the debt herein secured with interest & the residue pay to me. I hereby covenant with the said A. N. Parker to keep the property insured for his benefit & to keep all taxes thereon paid and upon failure on my part to insure & pay taxes the said Parker may insure the premises & pay the taxes & all money paid by him for that purpose shall be secured by this deed. Said Parker, or his assigns may in writing appoint some other person to act in place of said Poatt as trustee whenever he shall deem it advisable and for his interest so to do. and such substituted trustee shall have all the powers herein conferred upon said Poatt

In witness whereof I the said Bertha Schuider having no husband living with me have hereunto set my hand this 1st day of March, 1895

Bertha Schuider

State of Mississippi
Madison County

Personally appeared before me M. Allen Circuit Clerk Mrs Bertha Schuider who acknowledged that she signed & delivered the foregoing deed on the day & year & for the purposes therein mentioned as her free act & deed.

[Signature]

M. Allen Circuit Clerk

C. J. Daucy & Mattie L. Daucy
Lucy Campbell Maggie Daucy
and H. D. Daucy
To 3 warrants deed
Mary E. Rimmer

} Filed for Record May 8th
} A.D. 1895. at 10 o'clock a.m.
} & Recorded May 8th 1895
} Jas. Prouty Clerk

In consideration of the sum of Eighteen Hundred Dollars cash in hand paid us by Mary E. Rimmer the receipt of which is hereby acknowledged we C. J. Daucy, Mattie L. Daucy Lucy Campbell, H. D. Daucy and Maggie Daucy do hereby convey & warrant unto the said Mary E. Rimmer the following described property lying being & situated

Filed & Recorded in 3098
 E. B. Dancy
 Personally appeared before me the undersigned
 as Mayor of Jackson
 N. D. Dancy who acknowledges that he signed
 the foregoing instrument as his own act
 and deed
 Witness my hand and seal this 25th
 day of January 1896
 J. H. Kiger
 Mayor of Jackson

in the City of Canton County of Madison State of Miss-
 issippi - To wit - Beginning on the north side of Fulton
 Street and on the west side of Liberty Street at the North
 west corner of the intersection of said Fulton Street
 with Liberty Street and running thence north along the
 west side of said Liberty Street 100 feet to the South East
 corner of the present residence Lot of Angelo Garbarino
 and thence west with the line of his lot 200 feet and
 thence South 100 feet to Fulton Street and thence East
 along the North side of Fulton Street 200 feet to the
 point of beginning. Witness our hand and seal this the
 22nd day of April A.D. 1895 -

Lucy Campbell *seal*
 Maggie Daucy *seal*
 Mattie L. Daucy *seal*
 C. J. Daucy *seal*
 Sam. D. Daucy *seal*

The State of Mississippi }
 County of Washington }

Personally appeared before me, D B
 O'Bannon a Justice of the Peace in and for said County
 Lucy Campbell, Maggie Daucy, Mattie L. Daucy and
 C. J. Daucy, who acknowledge that they signed and
 delivered the foregoing instrument on the day and
 year therein mentioned
 Given under my hand this the 26th day of April
 A.D. 1895 - D. B. O'Bannon J.P.

Filed for record Nov 12th A.D. 1895 at 4 o'clock P.M.
 To: Deed Recorded Nov 12th 1895 - Jas. Priddy, Clerk.
 A. B. Linn In consideration of Six Hundred Dollars I grant bargain
 convey warrant and sell to A. B. Linn the following described land E 1/2 of the S 1/4
 of Sec. 30, T. 12, Range 5, East less the following lots given and sold to the fol-
 lowing Parties Elijah Fleming 2 lots Dick Westbrook, 1 lot Hawthorn 1 lot
 these lots comprising a part of the Town of Courtois being in Madison County
 Mississippi witness my signature this the 6th day of November 1895 -
 Mallie C. McCool

The State of Mississippi
 Madison County Personally appeared before the undersigned
 W. T. Linn J.P. of the said County, the woman named Mrs M. C.
 McCool, who acknowledged that she signed and delivered the foregoing
 Deed on the day and year therein mentioned, as her act & deed
 Given under my seal and hand, this 6th day of November 1895 -
 W. T. Linn
 J.P.

Sold and conveyed by owner at 3098
 in County Court Nov 1, 1895
 W. T. Linn

M. S. Cobb & Eola Cobb } Filed for Record May 1st A.D. 1896
 & To 3 D.T. } at 12 o'clock M. & Recorded May 8th 1896
 W. J. Mosby trustee }
 use of A. N. Parker } Jas. Pringley CLK

Dated in face of a party
 of the same date 1894 secured by the parties hereto

"State of Mississippi County of Madison"

This indenture made this 2nd day of April A.D. 1896 by and between M. S. Cobb & Eola Cobb his wife, parties of the 1st part and W. J. Mosby party of the 2nd part and A. N. Parker Cashier party of the 3rd part, witnesseth; that said parties of the 1st part are indebted to the party of the third part in the sum of Thirty one hundred & eighty four & 06/100 Dollars evidenced by three promissory notes of even date herewith - 1 note for \$ 944.⁹⁰, due Nov 1st 94 - 1 for \$ 1039.³⁹, due Nov 1st 95 - 1 for \$ 1199.⁷⁷ due Nov 1st 96, and whereas parties of the first part are desirous to secure the prompt payment of said note or indebtedness at maturity thereof now therefore in consideration of the premises as well as for the consideration of ten dollars in hand paid by said party of second part to said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part have granted bargained & sold & do hereby grant bargain & sell unto said party of the second part, his heirs executors administrators and assigns the following described property & real estate lying and being in the County of Madison Miss To wit;

Lot No. 2 + S 1/2 of E 1/2 of S W 1/4 + S E 1/4 Sec. 29, the S 1/2 of W 1/2 of S W 1/4 + W 1/2 of S 1/2 of E 1/2 of S W 1/4 Sec 28, + N 1/2 of N 1/2 of E 1/2 of S W 1/4 + N 1/2 of E 1/2 of N E 1/4 Sec. 33 - all in T. 10. of N Range 3 East being the land conveyed to E. S. Cobb by Virgie P & G W Leary also 35 acres of S 1/2 of W 1/2 of S E 1/4 and 15 acres off of S 1/2 of E 1/2 of E 1/2 S W 1/4 Sec. 28, T. 10 of N Range 3 East being the land conveyed by J F Ross to E. S. Cobb also S 1/2 of N 1/2 of W 1/2 of N W 1/4 Sec. 34, T. 10. N. of R. 3, East being land conveyed to E. S. Cobb by Elias T Coleman also N E 1/4 Sec. 29 S 1/2 of W 1/2 of S W 1/4 Sec. 28 + W 1/2 of S 1/2 of E 1/2 of S W 1/4 Sec. 28 W 1/2 of W 1/2 of S W 1/4 + W 1/2 N 1/2 of E 1/2 S W 1/4 Sec. 28, in Township 10, N. R. 3 East land conveyed by J M Richard Atty in fact of W. G. Wylie also land described as follows to wit beginning at the NW corner of E 1/2 of S W 1/4 Sec. 33, T. 10 R. 3 East & running thence South 10 chains to a stake, thence 4.5-5 chains to Canton and Stump bridge road thence in a South westerly

direction along said road to its intersection with Canton & Sharpsburg road thence North 11° East along said last mentioned road to its intersection with section line dividing section 28 & 33 in aforesaid Township & Range - thence East on said section line 8.40 chains to the point of beginning Estimated 13 $\frac{1}{4}$ acres more or less all in said County of Madison, Miss - with all improvements thereon appurtenances & hereditaments thereto belonging

To have and to hold the same unto the said party of second part his heirs executors administrators and assigns & the successor of him forever in trust nevertheless upon the terms & conditions that is to say if the parties of the first part shall default fail or refuse to pay said party of the third part and his assigns the amount of said indebtedness or notes on or before maturity thereof & the interest thereon and the cost of this deed or if said parties of the first part fail to pay any one of said note with the interest thereon whether it be due according to its terms and face or not all the notes shall be & become due at the option of said party of the third part, thence without further time or delay or indulgence, and the said party of the second part, or his successor may and shall enter in and take possession of said property and shall sell the same before the South door of the Court House in the City of Canton, Miss at public auction to the highest bidder for cash after giving 10 days notice of the time & place of sale by posting notices of sale and advertisement thereof in one or more public places in said County, and shall convey the estate so sold to the purchaser thereof by proper deed of conveyance and from the proceeds of such sale the said party of the second part or his successor shall first pay the cost & charges of this deed and of said sale & then pay to said party of the third part and his assigns the amount of said indebtedness and notes, and all interest & damages thereon, and if any balance remains, the said party of the second part shall pay the same to said parties of the first part but if said parties of the first part shall well and truly pay each and every note with the interest thereon and all of said indebtedness as it becomes due and perform all other obligations herein concurred, then the said party of the second part or his successor shall

enter satisfaction of this deed upon the record & the same shall become void. The said parties of the third part hereby agree to incur the dwelling houses, standing on the premises above described & where said parties of the first part now live, for the benefit of said party of the third part as additional security to the value of _____ and it is further understood and agreed that said party of the third part may appoint another trustee in place of the said W. J. Mosby whenever he please and the acts and doings of the substituted trustee shall be as valid and binding in the premises as if done by the said W. J. Mosby trustee as aforesaid, all easements, utilizations, and alterations made before signing, be witnesses whereof the said parties of the first part have hereunto set their signatures on this the day and year first above written

M. S. Cobb *[Signature]*
 Eola Cobb *[Signature]*

State of Mississippi }
 Madison County }

Personally appeared before me the undersigned Justice of the Peace of said County the within named M. S. Cobb and Eola Cobb his wife 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 & official seal this 16th day of April 1894

[Signature] J. K. Kearney J.P.

Walter Virden and
 Fannie Harris Virden
 To } D/T
 W. S. Hamilton trustee
 use of E & S Virden }

Filed for Record May 10th A.D. 1896-
 at 3 o'clock P.M. & Recorded May 10th 1896-
 Jas Priestley ch. clk

In consideration of the moneys herein after expressed, and of the sum of one dollar to us here paid, we do hereby convey and warrant unto W. S. Hamilton the following lands, to wit:-
 A certain plantation known as "Locust Grove" and Moore place, containing 2,076 acres, more or less, being West 1/2 of South West 1/4, Sec. 4, Town, 6, Range 1, East; South 1/2 and West 1/2 of North West 1/4 Sec. 5, Town, 6 Range 1 East; East 1/2 and North West 1/4, Sec. 6, Town, 6, Range 1 East; the North 1/2 of the North-East 1/4, Sec. 7, Town, 6 Range 1 East; The East 1/2 and North-West 1/4

Sec. 8, Town. 6, Range 1 East; West 1/2 less twenty acres in the North-west corner, Sec. 31, Town. 7 Range 1 East; South-East 1/4 of South-East 1/4, and seven and one-half acres in South-East corner of the South West 1/4 of the South-East 1/4, Sec. 36, Town. 7 Range 1 West; North-East 1/4, and twenty three, and one-half acres in the South-east corner of the North-west 1/4, Sec. 1, Town. 6, Range 1 West, lying partly in Heinds and partly in Madison Counties; also a detached tract, being the West 1/2 of the North East 1/4 Sec. 30, Town. 7, Range 1 East, in Heinds County, being 80 acres; also a certain other detached tract, being South 1/2 of the South-East 1/4, and the North 1/2 of the South-West 1/4, Sec. 7, Town. 6, Range 1 East, in Heinds County, being 160 acres more or less; all of said lands being in the State of Mississippi,

I, the trust nevertheless, for the following purposes, to wit; The said Walter Verdun is indebted unto E & S Verdun in the sum of Fifteen Thousand Dollars, evidenced by nine promissory notes, eight of which are for the sum of Fifteen Hundred Dollars each, and one for the sum of One Thousand Dollars, all of above date herewith, bearing interest at the rate of Five per cent per annum from date, and maturing on the first days of December, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903 and 1904.

Now, should payment of said notes be promptly made at maturity, then this obligation to be void, but should said Walter Verdun fail to pay said notes or any of them with interest thereon, by the days upon which there are respectively due, then the said E & S. Verdun, or their legal representatives shall have power to declare the whole of said debt due and payable, and the said W. S. Hamilton as trustee herein, on the request of the said E & S. Verdun or either of them shall advertise the said property for sale by posting notices thereof in three public places for thirty days in said County County of Heinds, and by a printed advertisement in some news paper published in the City of Jackson for thirty days before the day of sale, thereby giving notice of the time and place and the terms of said sale,

If the said E & S Virden see proper to request a sale to be made under this trust deed, they may so do without declaring the whole of the said debt due but they shall have their option in that respect; nor shall said option be satisfied by the exercise of it in not declaring said debt due at any one period, but it shall be a continuing option until each and all of said notes shall have been paid, and in case of default in the payment of any of said notes, as above mentioned, the said E & S Virden or their legal representatives, may direct a sale for the unpaid note or notes, or the whole of said debt as above provided; and in making such sale the said trustee, in case a sale is made for less than the whole debt, may sell so much only of said lands as shall be sufficient to pay the note or notes then matured and unpaid, whenever the said trustee shall sell as afore said, he shall sell for cash, and out of the proceeds of said sale or sales shall pay the cost of this trust, and of such sale, and then shall pay such note or notes as shall have matured and be unpaid, and if the whole debt shall have been declared to be due, shall pay the same, If at anytime the said trustee shall die or shall from any cause fail, refuse, or neglect to act in the premises, then the said E & S Virden or either of them shall appoint some other trustee to act in his place, who shall have the same power and authority and be subject to the same duties as the said Heamilton; and this power of appointing a succeeding trustee shall not be exhausted by one or more appointments, but, shall be a continuing power until this trust is fully satisfied.

Witness our hands, this the 30th day of April, 1896

Walter Virden
 Fannie Hamis Virden

State of Mississippi
 County of Hinds

Personally appeared before me S. L. Davidson Justice of the Peace, the within named Walter Virden, and Fannie Hamis Virden, his wife who acknowledged each that they signed and delivered the foregoing deed of trust, on the day

M. A. & G. J. Neulme } Filed for Record May 15th A.D. 1896
 To 3 D 7 1/2 } @ 10 o'clock A.M. & Recorded May 15th 1896
 W. B. Graves Trustee } Jas Priestly Clerk
 use of F. B. Poath }

Whereas, we G. J. Neulme & M. A. Neulme are indebted to F. B. Poath in the sum of three hundred dollars evidenced by our three promissory notes dated January 1st 1893. Each for the sum of one hundred dollars payable to the order of said F. B. Poath November 1st 1895, Nov 1st 1896, & Nov 1st 1897, respectively with interest at the rate of 10% from July 1st 1893. Now, therefore in consideration of the premises, and for the purpose of securing the payment of said debts we the said G. J. Neulme & M. A. Neulme hereby convey and warrant to W. B. Graves Trustee, the following described property in Madison County, Mississippi to wit: - The NE 1/4 less 22 acres off the N. end of N 1/2 of same, and 22 acres off the S. end E 1/2 N 1/4, and E 1/2 S N 1/4, and S E 1/4 Section 31. T. 8 R. 1 West, also N 1/2 NE 1/4, and N 1/2 Section 32. T. 8 R. 1 West, also 49 acres off E side S N 1/4 Sec. 36. T. 8, R. 2 West. To have and to hold to him the said W. B. Graves, his successors and assigns, upon the trusts herein expressed. If the debts herein provided for shall not be paid when due, said Trustee or his successor shall upon request of said F. B. Poath or his assigns sell all the property herein conveyed to the highest bidder, for cash, at public auction, and execute to the purchaser thereof proper deeds of conveyance. Out of the Proceeds of such sale said Trustee shall pay the expenses of executing the provisions of this deed, including 10 per cent of the said proceeds to said Trustee for his services, and shall pay such of the debts herein secured, as may then be unpaid, with all interest due thereon, and the residue, if any, pay to the grantor herein. Said sale shall be advertised by written notice thereof posted at the South door of the Court House, at Canton in said County for 10 days prior to day of sale such sale shall be made at said Court House door. The grantor's herein, hereby covenant with the said F. B. Poath that they will keep the buildings upon said premises insured, for the sum of \$ - -

Subject this 6th day of April 1896
 Wm. B. Graves
 Trustee

for the benefit of said Pratt and his assigns and that they will keep the taxes upon said property paid; and upon failure of said grantors to so insure, or to so pay said taxes, the said Pratt or his assigns may insure said property, and pay said Taxes, and the amount so paid by said Pratt or his assigns, for taxes and insurance shall be added to the debts above mentioned, and payment of same shall be secured by this deed.

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

Witness our hands this 11 day of May 1895
 G. J. Keulme
 M. A. Keulme

State of Texas }
 Dallas County }

Personally appeared before the undersigned E. W. Foster a Notary Public of the said County, the within named G. J. Keulme and M. A. Keulme his wife known to me who acknowledged that they signed and delivered the foregoing deed, on the day and year therein mentioned as their acts and deed.

Given under my hand and official seal, at office, this 11th day of May A. D. 1895
 E. W. Foster Notary Public
 Dallas County Texas

Fannie Gross
 To 3 2 C. Deed
 Emeline + Harriett Chambers
 James + Walter Chambers.

} Filed for Record May 13th A.D. 1895 @
 5:10 o'clock P. M. & Recorded May 13th 1895 -
 James Pristley CLK.

In consideration of one hundred & Ten Dollars Cash in hand paid me by Emeline Chambers Harriett Chambers, James Chambers & Walter Chambers the receipt of which is hereby acknowledged, I Fannie Gross do hereby convey unto the said Emeline Chambers Harriett Chambers, James Chambers and Walter Chambers the following described lands in Madison County State of Mississippi to wit: a lot of land in Shackelfords addition to the Town of Canton, Beginning 210 feet south of the corner of Clark & St Francis Streets on the west side of St Francis Street & running thence south along the line of ^{said} St Francis Street 25 feet to the property of one called Alice Hill & thence West 210 feet & thence North 25 feet & thence East 210 feet to the point of beginning; being the same property conveyed to me by T St Ward Trustee on the 8th day of May A.D. 1895-

In witness my hand & seal this the 13th day of May A.D. 1895.
 Fannie Gross *(Seal)*

State of Mississippi }
 Madison County } Personally appeared before
 the undersigned, M. Allen, Clerk of the Circuit Court of the said county, the within named Fannie Gross who acknowledged that she signed, sealed 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 13th day of May A.D. 1895 -
(Seal) M. Allen Clerk

00
 " " ✓

Emoline, James & Walter Chambers, Filed for Record May 13th A.D. 1845 at
 by T. S. Ward Trustee & Clerk 5 o'clock P.M. & Recorded May 15th
 T. S. Ward Deed } 1845. Jas. Priestley Clerk
 Francis Gross }

"The State of Mississippi Madison County"

Whereas Emoline, James & Walter Chambers, executed to F. B. Pratt as trustee, a deed on the property herein after conveyed, to secure T. W. Hollond in a debt therein set forth which deed appears of record in Book 34 Page 30 of the records of the Chancery Clerks office of said County, and whereas default has been made in the following payment of said debts by said Emoline, James & Walter Chambers & whereas said Trust deed has been assigned in writing by said Hollond to F. Gross, & said Pratt has declined & refused in writing on the face of said to act as trustee & said Gross by the terms of said Deed in writing thereon appointed the undersigned to act as Trustee in stead of said Pratt, and whereas the said Emoline & Walter Chambers executed their two other separate & individual deeds to the same property in Trust to T. S. Ward Trustee to secure a certain debt due by them to F. Gross, the said deed being of Record on Pages 239 & 229 respectively of Book CCC of the Chancery Clerks records of said County and whereas default hath been made by said Emoline & Walter Chambers in the payment of said debt, therefore, I the undersigned as substituted trustee in lieu of said Pratt, and as trustee in the last 2 named Trust Deeds have advertised said property for the period & in the manner directed in the 3 Trust Deeds above mentioned & thereafter sold said property at public auction in Canton Mississippi, before the Court House Door between the hours prescribed by law & said F. Gross being the highest & best bidder & offered the sum of \$50⁰⁰, the said sum being the highest & best bid, and as Trustee for said & substituted Trustee, I bargain sell & convey unto the said F. Gross the following property lying & being situated in Madison County Mississippi, & more particularly designated as follows to wit The Eliza Neill Lot, near the Corporate limits of the City of Canton & now

occupied by Emeline Chambers, as a Homestead; the said property being the house & Lot lying East of the Illinois Central Rail Road, & formerly occupied by said Emeline & Walter Chambers containing about one half an acre of ground
 In witness of which, witness my hand this 8th day of May, 1895
 T. S. Ward Trustee

State of Mississippi }
 Madison County } Personally appeared before the undersigned M. Allen, Clerk of the Circuit Court of the said County, the within named T. S. Ward Trustee 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 8th day of May A.D. 1895
 M. Allen Circuit Clerk

J. W. Maxwell } Filed for Record 11th May A.D. 1895
 To } agreement } at 5 O'clock P.M. & Recorded May 16th 1895
 Govan & Dierfey } Jas Priestley City Clerk
 Canton Miss Jan'y 24 1895

This agreement made this 24 day of January 1895, between J. W. Maxwell of Madison County Miss. of the first part and Govan & Dierfey of the second part, witnesses: That in consideration of the stipulations herein contained and the payments hereinafter to be made, first party hereby appoints Govan & Dierfey as his exclusive agents to sell at any time prior to Jan'y. 1. 1896. the N¹/₂ of S W¹/₄ of Sec. 25 & the S E¹/₄ Sec. 26, & N W¹/₄ Sec. 35, & N¹/₂ S E¹/₄ Sec. 35 & E¹/₂ S W¹/₄ Sec. 35; all in T. 9. R. 3. East in Madison County Miss containing 560 acres more or less, according to U. S. Survey, on the following conditions, to wit: First party shall receive as the proceeds of such sale the net sum of \$3360 less mortgage now on said premises of \$1600 which said mortgage shall be either paid off out of proceeds of sale or assumed by purchaser as may be agreed upon between parties hereto on payment as follows loan can be extended or part of sale need not be paid at time of sale. Second parties hereto shall incur all expense of advertising and selling said premises except as herein provided, without charge to first party But it is

agreed second party shall be entitled to have and retain for their services all moneys in excess of the net price stipulated to be paid first party, and first party agrees to furnish at his own cost a complete certified abstract of title of said premises and further that he will, on notice, deliver to second party or such purchaser they may, as agent name, a good and sufficient warranty deed conveying said premises in fee simple, free from and discharged of all liens and incumbrances of whatever kind

In witness whereof the parties have hereunto signed their names this 24th day of July 1845

Witness
J. H. Johnson

J. W. Maxwell

State of Mississippi } Personally appeared
Madison County } before me Jas Prestley

Chy CLK in and for said County, the above named J. H. Johnson the subscribing witness to the foregoing deed who being first duly sworn, deposes and saith that he saw the above named J. W. Maxwell whose name is subscribed thereto sign and deliver the same to the above named Govan & Durfy that he the deponent subscribed his name as a witness thereto in the presence of the said J. W. Maxwell and in the presence of each other, on the day and year therein named

In testimony whereof, I witness my hand and the seal of said Court, this 11 day day of May A. D. 1845.

Jas Prestley Chy CLK
J. M. Crafton D. C.

M. A. Owen } Filed for Record May 30th 1895 at 8 o'clock am
To J. Weed } Recorded May 30th 1895
L. M. Spain }

State of Texas
County of Hunt

In consideration of Three
Thousand and ten dollars to me in hand paid currency
and warrant to L. M. Spain of Madison County, Arkansas
- of the following described land situated in Madison County
Mississippi as follows - E 2 1/2 Sec 2 T 11 R 14 East
Witness my hand this 17th day of Novr 1894
M. A. Owen

State of Texas
County of Hunt

Before me the undersigned authority
personally appeared M. A. Owen known to me on the oath of
John B. Blease to be the person whose name is subscribed
to the foregoing instrument and acknowledged to me that
he executed the same for the purposes and considerations
therein expressed.

(Seal)

Given under my hand and seal of office
at Greensville this 17th day of Novr 1894
J. A. Smith, County Clerk
Hunt Co Texas

J. O. Boyle
Notary

E. H. Gaddis } Filed for Record May 27th day of May 1895
To J. Weed } at 8 o'clock a.m. & Recorded June 3rd 1895
O. W. Phillips }

James P. Coitney
"State of Mississippi County of Madison"

Know all men by this instrument of writing that I
E. H. Gaddis of said County and State for and in
consideration of two Thousand and thirty two
dollars - evidenced by Eight promissory notes of
even date herewith - each for the sum of two
hundred and fifty four dollars - due and payable
as follows - One on the first day of March 1896.
One on the first day of March 1897. One on the
first day of March 1898, one on the first day
of March 1899. - one on the first day of March 1900
One on the first day of March 1901. One on the first

day of March 1902, and one on the first day of March 1908, executed to me by O.W. Phillips do hereby grant bargain sell & convey unto here said O.W. Phillips the following described land situated in Madison County State of Mississippi, One hundred and forty three acres & 2/3 of one acre - same being an undivided 1/3 of the NE 1/4 - and E 1/2 of the SE 1/4 Section 7. Township 8. Range 2 West - & 31 acres off of South end of E 1/2 of NW 1/4 & W 1/2 of the W 1/2 Section 8. Township 8 Range 2 West - The Vendor here is herein retained to secure the payment of the notes Witness my hand this 27th day of March 1896 -
 E. F. Gaddis

The State of Mississippi,
 The County of Madison } Personally appeared before me
 S. J. Orister Mayor of the Village of Filosa in said
 County - the within named E. F. Gaddis, who acknowl-
 edged that he signed and delivered the foregoing
 instrument on the day and year therein mentioned.
 Given under my hand this 27th day of March A.D. 1896 -
 S. J. Orister
 Mayor of Filosa

Bettie J. Graham & B. Bobbs } Filed for Record June 7th A.D. 1895
 203 Deeds } at 8 O'clock A.M. & Recorded June 10th 1895 -
 Elizabeth Bobbs } James Poistley CLK

In consideration of the sum of Two Hundred Dollars cash we have paid us by our Mother Elizabeth Bobb the receipt of which is hereby acknowledged, we Bettie J. Graham & B. Bobb Children of Erasmus S. & Elizabeth Bobb & heirs at Law of our Brother Erasmus S. Bobb deceased do hereby convey warrant & bargain sell & deliver unto the said Elizabeth Bobb all of our right title claim interest demand of use & to the property real & personal & mixed which our deceased brother aforesaid owned at the time of his death & all other property in which he had interest, witness our hands & seals this 1st day

Witness to the same of June 1895.
 Signature of
 Bettie J. Graham
 A. T. Graham
 State of Mississippi
 Madison County

Bettie J. Graham
 B. Bobb

Personally appeared before the

undersigned, James Priddy, clerk of the Chancery Court of said County the within named B both who acknowledge 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 6th day of June A.D. 1896 -
~~James Priddy~~ ~~clerk of the Court~~ James Priddy Clerk

State of Mississippi }
 Madison County } Personally appeared before the undersigned, clerk of the Chancery Court, the above named A. T. Graham the subscribing witness to the foregoing Deed who, being first duly sworn, deposes and says, that he saw the above named Bettie J. Graham whose name is subscribed thereto sign and deliver the same to the above named Elizabeth Cobb, that he, this deponent, subscribed his name as a witness thereto in the presence of the said Bettie J. Graham and in the presence of each other, on the day and year therein named, his testimony whereof, witness my hand and seal of said Court, this 8th day of June A.D. 1895.
 Jas Priddy CLK
 J. M. Grafton D.C.

I. Heindorffer } Filed for Record June 10th A.D. 1895 at 2
 Toz Quit Claim Deed } O'clock P. M. & Recorded June 10th 1895 -
 Shrock Bros } James Priddy CLK
 "State of Mississippi Madison County"
 For and in Consideration of the sum of nine 907.00 Dollars (\$907.00) Cash in hand paid me by Shrock Bros, I here by release and quit claim to them all my right title and interest in and to the 1/2 of S W 1/4 Section 22, T. 12, R. 4, East in Madison County Mississippi. Witness my hand this 10th day of June A.D. 1895.
 I Heindorffer

State of Mississippi } Personally appeared before me, M. Madison County } Allen Clerk of the Circuit Court in and for said County, I Heindorffer, who acknowledged that he signed sealed and delivered the foregoing instrument of writing as his own act and deed witness my hand and seal of office in the City of Canton this 10th day of June A.D. 1895 -
 M. Allen CLK
 E. R. Allen D.C.

J. E. Hanna (Trustee) Filed for Record June 17th 1895 -
J. B. Allen (Trustee) Recorded June 17th 1895 -

In consideration of the sum of One Hundred and some-
ty dollars we hereby grant bargain sell and convey to the
Methodist Protestant Church the following described land and
property: The N.E. & S.W. 1/4 less 10 acres off West side
Sec 21 Twp 12 R 4 East situated in the County
of Madison State of Mississippi also 25 acres off
South End East Half Mt. 1/4 Sec 16 T 12 R 4 East
situated in the County of Attala State of Mississippi
containing altogether fifty five acres more or less.

Reserving a road way to Jallie Parrardale
near the East line of land in Attala County to public
road at or near County line.

Witness our signatures this 21st day of
December 1894

J. E. Hanna Trustee
J. B. Allen

State of Mississippi
Madison County

Personally appeared before me
signed W. T. Linn J.P. of the said County the within
named J. E. Hanna & J. B. Allen 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 this
21st day of December A.D. 1894
W. T. Linn J.P.

Mollie E. Lawhon + husband
Robt S. Lawhon

Filed for Record June 24th
1895: at 2. o'clock P. M and
Recorded June 28th 1895
James Poistley CLK

Toz DT
Francis B. Hoffman Trustee
of the British American Mortgage Co Limited

"State of Mississippi Madison County"

This indenture, made and entered into this seventh day
of June A.D. 1895: by and between Mollie E. Lawhon and
husband Robert S. Lawhon of the County of Madison in
the State of Mississippi, of the first part; Francis B.
Hoffman, of the City of New York, in the State of
New York, of the second part, as Trustee; and the British
and American Mortgage Company Limited, of the third
part, Witness, That the parties of the first part for
and in consideration of the sum of Ten dollars,
to them in hand paid by said party of the second
part, the receipt whereof is hereby acknowledged,
and the consideration hereinafter stated have gran-
ted, bargained, sold, conveyed, warranted and
delivered, and do by these presents, grant, bargain,
sell, convey, warrant and deliver, unto him, the
said party of the second part, and his heirs suc-
cessors and assigns, all the following described
real estate, situated and lying in the County of
Madison, and State of Mississippi, to wit:

The East half of North-East Quarter Section thirty-
two (32) less four (4) acres out of north-east corner ly-
ing East of the ~~road~~ road from Jackson to Madison
Station and north half of East half of South-east
quarter section thirty-two (32) less seven and a
third (7 1/3) acres east of the Jackson and Canton Road
all in Township seven (7) Range two (2) East contain-
ing in the aggregate one hundred and nine (109)
acres more or less. To have and to hold all and
singular the above described property, together with
all the buildings and improvements on said
lands and the rights, privileges, advantages and
appurtenances thereto belonging, or in anywise
appertaining to him, said party of the second
part, and his heirs, successors and assigns forever
This indenture is intended, as a deed of trust
for the following use and purposes, to wit:

Recorded in Court of Atty. Gen. Page 405-406
 Satisfied by Court of Atty. Gen.
 Feb. 4 1898

whereas said Mollie E. Lawson and Robert S. Lawson, of the first part are indebted to said British and American Mortgage Co. Limited, in the sum of (\$ 300⁰⁰) Three hundred Dollars for money lent, as evidenced by the five promissory notes of said Mollie E. and Robert S. Lawson of the first part, dated the seventh day of June A.D. 1895, and to become due as follows to wit: One note for \$ 30⁰⁰ Thirty⁰⁰ dollars due November first 1895, (fixed), one note for \$ 30⁰⁰ Thirty⁰⁰ dollars due November first 1896, (fixed), one note for \$ 30⁰⁰ Thirty⁰⁰ dollars due November first, 1897, (fixed), one note for \$ 30⁰⁰ Thirty⁰⁰, dollars due November first 1898, (fixed) One note for \$ 180⁰⁰ One hundred and Eighty⁰⁰ 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 \$ 11⁰⁰ Eleven dollars due November first 1895 (fixed)
 One note for \$ 27⁰⁰ Twenty-seven dollars due November first 1896 ..
 One note for \$ 24⁰⁰ Twenty-four dollars due November first 1897 ..
 One note for \$ 21⁰⁰ Twenty-one dollars due November first 1898 ..
 One note for \$ 18⁰⁰ Eighteen dollars due November first 1899 ..

All of which both principal and interest notes, are payable in United State Gold Coin of the present standard of weight and fineness, to the British and American Mortgage Company (Limited) at the National Bank of the Republic of New York, N. Y., and are all, with their accruing interest, intended to be secured by this conveyance, and whereas it is understood and agreed that said parties of the first part, will promptly pay all taxes, assessments and charges, that are or would become a lien upon said property as the same may be due and payable, and will keep the buildings and machinery situated on said lands insured for the full term of this conveyance, in some responsible Company or Companies satisfactory to the said party of the third part, in the sum of \$ —. 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
 of the first part, be declared due and payable, and it
 may proceed to enforce this Deed of Trust as herein-
 after provided, or at its option, institute proceedings
 respectively for the collection at Law or in equity
 of such amounts as may be then unpaid.
 And the said parties of the first part do hereby waive
 and renounce any and all rights any and all
 rights of Appraisement, redemption and homestead
 Now it is mutually agreed between the parties hereto,
 that if the said parties of the first part, shall well
 and truly keep and perform all the covenants and
 agreements above set forth and well and truly pay
 off and discharge all the notes and other indebtedness
 secured and intended to be secured herein, then this
 Conveyance shall be null and void, but otherwise
 it shall remain in full force and effect. If default
 is made in the payment of any of the debts above
 described, or any portion thereof, when due, or if
 any of the covenants and agreements herein set forth
 are not kept, then the said party of the second part,
 when so requested by the party of the third part, or
 any holder of said note or notes, or by any person
 interested in the other debts herein provided for, may
 take possession of said property, and sell the same
 in bulk, at his option, or so much thereof in parcels
 as may be necessary to meet said indebtedness, and
 the expense of executing this trust, including a com-
 mission of five ^{per} cents 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 news paper published in the County of Madison
 by at least two insertions, the last insertion not
 to be less than one week before the day of sale
 or by notices posted up, one at the Court House
 door, and at two other public places in said
 County; said sale to be made on some day fixed by

by said party of the second part, and to be made between
 the hours of ten o'clock in the afternoon and three o'clock
 in the afternoon; full power and authority being
 hereby expressly granted to and conferred upon said
 party of the second part or his successors to make and
 execute and deliver all necessary deeds of conveyance
 for the purpose of vesting in the purchaser or purchasers
 thereof good and sufficient title to the lands so
 sold, the usual recitals wherein shall be received
 in all the 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 expense of executing this trust, including
 the Commission of said party of the second part, and
 five per cent, for the creditors attorneys fees, in the
 event of litigation; second, to the payment of the
 debt due said party of the third part, its successors
 or assigns; and the remainder, if any there be,
 shall be paid to the said Mollie E. Lawhon, of
 the first part. In case of the refusal, or neglect
 or incompetency to act of said trustee, or his absence
 from the state, or his decease, then said party
 of the third part or any holder of said note or notes
 or their legal representative, when at any time they
 may desire, appoint a trustee in the place of the
 said party of the second part, or any succeeding
 trustee, whose acts done in the premises shall
 be of the same validity as if done by the trustee
 herein before named; and should the said trustee
 at any time believe said property, or any part
 thereof, endangered as a security for the indebted-
 ness 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 afore said; but until de-
 manded by the trustee for any of the purposes
 afore said said party of the first part may
 hold the same; but nothing in this Indenture
 contained shall be construed as requiring the

trustee herein to take or have actual possession of any of said property before being authorized to sell the same as herein before mentioned

It is further expressly understood and agreed, that if a sale shall be made under the provisions of this deed of trust, then the parties of the first part their assigns or legal representatives who may be in possession of said premises at the time of said sale, shall become, from the day of ^{such} sale, the 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 herunto set their hands the day and year first mentioned

Mollie E. Lawhon
R. S. Lawhon

State of Mississippi }
County of Madison }

Personally appeared before me R. W. Stewart, a justice of the Peace - the within named Mollie E. Lawhon & Robert S. Lawhon who acknowledged that they signed and delivered the foregoing instrument on the day and year therein named Given under my hand this 18th day of June A.D. 1875
R. W. Stewart J.P.

J. P. Stevins } Filed for Record July 9th A.D. 1895 at 8
To } Deed } O'clock, am & Recorded July 9th 1895
Aime N. Saunders } James Priestly clk

In consideration of the sum of seven hundred dollars \$700⁰⁰, the payment of which is hereby acknowledged, I convey and warrant to Aime N. Saunders all my interest being an undivided one half in the following land in Madison County and described as follows; - The North half (N 1/2) less (40) forty acres off the East side of section Thirty six Township seven (7) Range one (1) East, and being two hundred and eighty acres - and all being in Madison County - Mississippi witness my signature this the 24th day of June 1895
J. P. Stevins

The State of Mississippi,
Hinds County } Personally appeared before me
E. M. Parker, Notary Public in and for the City of Jackson, said County and State, the within named J. P. Stevins who acknowledged that he signed, and delivered the foregoing instrument on the day and year therein mentioned Given under my hand this 25th day of June 1895
E. M. Parker Notary Public

A. Verdun } Filed for Record July 6th 1895 at 2 o'clock P.M. and
To } Deed } Recorded July 9th 1895
Mary Barrow } James Priestly clk

In consideration of the sum of Four Hundred dollars \$400⁰⁰, the receipt of which, I hereby acknowledge I hereby convey to Mrs. Mary Barrow all my right title and interest in the following described property situated in Madison County near Filora State of Mississippi to wit: N 1/2 of S W 1/4 Sec. 11 T. 8. R. 1. W. Witness my signature this 24th day of June 1895
A. Verdun

State of Mississippi,
Hinds County } This day personally appeared before me the undersigned justice of the Peace in & for the City of Jackson County aforesaid, A Verdun who acknowledged that he signed the foregoing instrument witness my hand and seal of office this 24th day June 1895
J. Fitzgerald J. P. Clerk

W. B. Jones } Filed for Record July 3rd 1893 - at 8 o'clock a.m.
 To: Deed } and Recorded July 9th 1893
 J. T. Downes } James Printley clk

For and in consideration of the sum of Fifty Dollars, cash in hand paid by J. T. Downes, the receipt whereof is hereby acknowledged, I this day transfer to the said J. T. Downes, the following described lot or parcel of land to wit: - Beginning at the S.W. corner of lot 18 & running north along said line 100, one hundred feet - thence East to the lot of Hutton & Wilson - thence South to S. E. corner said lot 18 - thence westerly along said boundary line to the point of beginning, together with all the appurtenances thereto belonging
 Given under my hand & seal this the 7th Mch 1893

W. B. Jones (Seal)

State of Mississippi
 Madison Co } Personally appeared before me
 the undersigned, Mayor of Flora & Ex Officio J. P. W. B. Jones, who acknowledged he signed, sealed & delivered the foregoing Deed of Conveyance as his free act & will
 S. J. Crisler
 Mayor of Flora & Ex Officio J. P.

Anne E. Barnett Admrx } Filed for Record July 13th A.D. 1893 -
 To: Deed } at 3 o'clock P.M. & Recorded July 15th 1893
 Sallie V. Brown } Jas Printley clk

This Indenture, made and entered into on this the 27th day of September A.D. 1893, between Anne E. Barnett, admrx of the estate of N. T. Brown deceased, of Madison County, State of Mississippi, of the one part and Sallie V. Brown of the County of Madison and State of Mississippi of the other part. Witness That Whereas the said admrx, in pursuance to a decree of the said Chancery Court, made at the February term 1893, thereof, in the suit of Anne E. Barnett admrx. Complainant, against Sallie V. Brown defendant, No. 2490 in said Court, directing the said admrx to sell the following described lands: E 1/2 S E 1/4 Sec. 22, T. 10 R. 5 - east and S 1/2 W 1/2 S W 1/4 Sec. 23, T. 10. R. 5. East, lying and being situated in Madison County Mississippi

And whereas, the said Adm^r, on the 3rd day of July 1893 at the Court House door, in the town of Canton in said County, within lawful hours, having first given the notice required by law and said decree - as will fully appear by reference to the proceedings of said Chancery Court, in said Court to which reference is here made, as a part of this deed - did expose for sale, at public outcry, to the highest bidder, the above described lands on the following terms, to wit: one half cash and the balance on the 1st day of January A.D. 1894. when and where the said Sallie V. Browne bid for the same the sum of one Hundred Dollars, which being the highest and best bid made for the said premises the same were struck off to her and she declared the purchaser thereof.

And whereas, the said Sallie V. Browne has fully complied with the requirements of said decree, by payment of Fifty Dollars cash in hand to me and executed her note with approved security for the payment of \$50⁰⁰ on or before the 1st day of January A.D. 1894. Now this indenture witnesses, that in Consideration of the premises, and the compliance on the part of the said Sallie V. Browne with the terms of said sale, as directed by said decree, the said Adm^r has this day given granted, bargained sold and conveyed, and by these presents doth give, grant, bargain, sell, convey and confirm unto the said Sallie V. Browne her heirs and assigns forever, all of the described lands together with all and singular the tenements, hereditaments and appurtenances thereto belonging or appertaining. To have and to hold the above granted, bargained and described premises unto her the said Sallie V. Browne her heirs and assigns, to them and their only proper use, benefit and behoof forever, as fully and effectually, to all intents and purposes in the law, as she the said Adm^r could or ought to sell and convey the same by virtue of the decree of the Court aforesaid.

In testimony whereof, the said Anna E. Barnett Adm^r as aforesaid, has hereunto set her hand and affixed her seal the day and year first aforesaid.

Anna E. Barnett Adm^r Seal

State of Mississippi

Madison County

Personally appeared before me

undersigned Jas Priestly of the said County, the witness named Anna E. Barrett who acknowledged that she signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as her act and deed given under my hand and official seal at office this 27 day of September A.D. 1893.

Jas Priestly clk
By J. M. Grafton D. C.

A. M. + E. E. Cleary and } Filed for Record July 19th 1895
John T. Cleary . . . } at 10. o'clock a.m. & Recorded July 20th 1895
To } Deed . . . }
J. C. Kraft . . . } James Priestly clk

In consideration of Two Hundred Dollars, paid and to be paid as follows, that is to say, Fifty Dollars cash in hand, the receipt of which is hereby acknowledged and one hundred and fifty dollars, evidenced by the three several promissory notes of the grantee herein named, each note for the sum of Fifty Dollars, the first note being due December 1st 1896, the second note on December 1st 1897, and the third note on Dec 1st 1898, and each note bearing interest at the rate of eight (8) per cent per annum from date and payable at the office of Jas. T. Cleary in the City of Jackson Mississippi. The the sole surviving heirs at law of John Cleary, deceased, convey and warrant to J. C. Kraft the following described tract of land in Madison County Mississippi to wit: The North-East Quarter of Section 17. in Township 10 of Range 5 East: - here 40 acres off North end, and less 4 acres off east side - It is expressly understood and agreed that a default in the payment of either of the above described notes at maturity shall render the remaining note, or notes at once due, and payable at the option of the owner thereof, and a lien as Vendor is hereby reserved by us, on the above granted premises to secure the payment of the purchase price evidenced by the notes above mentioned.

In testimony whereof we have hereunto signed our names this 12th day of July A.D. 1895 -

A. M. Cleary
John T. Cleary
E. E. Cleary

over

State of Mississippi } Personally appeared before me, the un-
 Shinds County City of Jackson } designated authority in and for said
 County and State, the within named John T. Cleary and A. M.
 Cleary and E. E. Cleary, who acknowledged that they signed
 and delivered the foregoing deed on the day and year
 therein mentioned,
 Given under my hand and official seal this 18th day of
 July A.D. 1895. *W. L. McGowan JR*

J. B. and Jessie Yellowly } Filed for Record July 20th 1895 at 3
 To } Deed } O'clock P. M. & Recorded July 22nd 1895
 Edward C. Yellowly } Jas Priestly CLK
 In consideration of Three Hundred
 Dollars we convey and warrant to Edward C. Yellowly
 the land described as, the East 1/2 and the East 1/2 of
 the West 1/2 of the NW 1/4 of Section 29, Township 7
 Range 2 East, in Madison County, Mississippi
 Witness our signatures the 3rd day of January A.D. 1895
J. B. Yellowly
Jessie Yellowly

State of Mississippi }
 Madison County }
 Personally appeared before me
 R. W. Stewart, a Justice of the Peace of Madison County,
 the within named J. B. Yellowly and Jessie Yellowly
 his wife, who acknowledged that they signed and
 delivered the foregoing instrument on the day and
 year therein mentioned.
 Given under my hand this July 19th 1895 -
R. W. Stewart J.P.

E. E. Maggie D. Spiving } Filed for Record July 30th 1895
 To } Deed } at 10:00 clock A.M. & Recorded Aug 5th 1895
 Mary A. Lutz } James Priestly CLK
 In consideration of one hundred
 and fifty dollars cash in hand the receipt whereof
 is hereby acknowledged and the assumption by Mary
 A. Lutz of a note for twelve hundred dollars and in
 trust secured by that Deed given by us to W. H. Powell
 trustee to secure Maud M. Sykes made 27th Dec-
 1895, and recorded in land records of Madison

1520
12
30

The note of 10.30. & amount in this deed has been paid this 30th day of June (1895) C. E. Spivey

County Mississippi in Book ADD page 271, and for the further consideration of Fifty hundred and thirty dollars to be paid us on the 1st of January A.D. 1896 as evidenced by the promissory note of said Mary A Lutz of even date with this instrument. We have this day and do by these presents convey and warrant unto said Mary A Lutz the following described lands lying and being situated in Madison County State of Mississippi to wit. The N 1/2 Section 10 and W 1/2 of N W 1/4 Sec. 11. All in T. 9. Range 2 East, containing 401 87.00 acres, with improvements thereon. To have and to hold unto the said Mary A. Lutz and her heirs forever. Possession to be given by grantor, on the 1st of January 1896, and grantor to pay taxes on said land for the year 1895. A Reversion is reserved by grantor on said land for the unpaid purchase money
Witness our signature this 30th day July 1895

State of Mississippi }
Madison County }

C. E. Spivey
Maggie D. Spivey

Personally appeared before the undersigned a Notary Public in and for said County & State Mrs M. D. Spivey and C. E. Spivey who severally acknowledge that they signed and delivered the foregoing deed on the day and year therein named as their act and deed Given under my hand and official seal this 30th day July 1895

Robt Powell
Notary Public

Gas. L. Stewart & Sallie R Stewart } Filed for Record July 29th 1895
To 1/2 Deed } at 10 o'clock P.M. & Recorded Aug 5th 1895
Mary A. Lutz } Gas Priestley

In consideration of two hundred dollars cash in hand paid receipt whereof is hereby acknowledged and the further consideration that Mary A Lutz assumes the payment of a certain note and trust deed for the sum of Four hundred and ten dollars given by Gas L and Sallie R Stewart to J. H. Harbor

C. E. Spivey } Filed for Record July 26th A.D. 1895-
 To Contract } at 10 o'clock A.M. & recorded Aug 5th 1895-
 Govan & Darby } James P. Proudy, Clerk

Leaton, Miss July 25th 1895-

This agreement made this 25th day of January 1895 between C. E. Spivey of Madison County Miss of the first part, and Govan & Darby of the second part witnesseth: That in consideration of the stipulations herein contained and the payments hereinafter to be made, first party hereby appoints Govan & Darby as his exclusive agents to sell at any time prior to January 1st 1896 the 1/2 of Sec. 10 in Township No. 9, of Range No. 2 E in Madison County Mississippi containing 400 acres more or less according to U. S. Survey, on the following conditions to wit: First party shall receive as the proceeds of such sale the net sum of \$3000 less mortgage now on said premises of \$1200 which said mortgage shall be either paid out of proceeds of sale or assumed by purchaser as may be agreed upon between parties hereto on payments as follows - Second parties hereto shall incur all expense of advertising and selling said premises except as herein provided without charge to first parties, but it is agreed second party shall be entitled to have and retain for their services all moneys in excess of the net price stipulated to be paid first party, and first party agrees to furnish at his own cost a complete certified abstract of title of said premises and further that he will or make deliver to second party or such purchaser they may, as agent name, a good and sufficient Warranty Deed conveying said premises in fee simple free from and discharged of all liens and incumbrances of whatever kind. In witness whereof the parties have hereunto signed their names this 24th day of January 1895-

Witness J. H. Johnson

State of Mississippi } Personally appeared before
 Madison County } the undersigned Clerk of the
 Chancery Court the above named J. H. Johnson

The subscribing witnesses to the foregoing Deed who being first duly sworn, deposed and said that he saw the above named G. E. Spivey whose name is subscribed thereto sign and deliver the same to the above named Govan & Durfy that he, this deponent, subscribed his name as a witness thereto in the presence of the said G. E. Spivey, and in the presence of each other, on the day and year therein named.

In testimony whereof, Witness my hand and seal of said Court, this 5th day of Aug. A.D. 1895

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

W.P. Horne } Filed for record Aug. 6th A.M. 1895 at 9
 F.B. Pratt Trust } O'clock A.M. & Recorded Aug 6th 1895
 E.W. Stiles } James Poutley cl.

Whereas J. W.P. Horne was indebted to E.W. Stiles in the sum Twelve Hundred (1200) Dollars, evidenced by my promissory note of even date herewith payable to the order of E.W. Stiles on the 1st day of January 1896 with interest from January 1st 1895 at the rate of 10% per annum.

Now therefore, in consideration of the premises and for the purpose of securing the payment of said debt I the said W.P. Horne hereby conveyed warrant to F.B. Pratt Trustee the following described property in Madison County Mississippi, to wit. That certain Store house & lot in Canton, Madison County Mississippi now occupied by B.E. Jones as a drug store said lot is designated upon J.P. Georges Map of Canton as Lot No. 16. on the East side of Liberty Street, and is designated on upon the original plat of said City as South half of South half Lot No. (4) Square No. (8)

To have and to hold to him the said F.B. Pratt his successors and assigns, upon the trusts herein expressed.

If the debts here in provided for shall not be paid when Due, said Trustee or his successor

Subscribed my full thro
 30th day of December 1895
 E.W. Stiles

shall upon request of said E. W. Stiles or his assigns sell all the property herein conveyed to the highest bidder for cash, at public auction, and execute to the purchaser thereof proper deeds of conveyance. Out of the proceeds of such sale said trustee shall pay the expense of executing the provisions of this deed, including 5 per cent of the said proceeds to said trustee for his services, and shall pay such of the debts herein secured, as may there be unpaid with all interest due thereon, and the residue, if any pay to the grantors herein.

Said sale shall be advertised by written notice thereof posted at the South door of the Court house, at Canton in said County, and at the Post office at Canton for ten days prior to day of sale. Such sale shall be made at said Court house door. The grantors herein hereby covenant with the said E. W. Stiles that he will keep the buildings upon said premises insured for the sum of \$1200, for the benefit of said E. W. Stiles and his assigns, and that he will keep the taxes upon said property paid; and upon failure of said grantors to so insure or to so pay said taxes the said E. W. Stiles or his assigns may insure said property, and pay said taxes, and the amount so paid by said E. W. Stiles or his assigns, for taxes and insurance shall be added to the debts above mentioned, and payment of same shall be secured by this deed.

Said E. W. Stiles or his assigns may in writing appoint some other person to act as trustee in place of said F. B. Pratt whenever he may deem it necessary or expedient so to do, and such appointee shall become vested with all the power herein conferred upon said F. B. Pratt.

Witness my hand this 31 day of July 1845—
W. P. Horne.

State of Mississippi }
Madison County } Personally appeared before the undersigned M. Allen Clerk of the said County, the within named W. 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 5th day of Aug. A. D. 1845—
M. Allen Clerk