

Whereas, we we indebted to Nettie & Charles in the sum of one hundred and ten DOLLARS, as is evidenced by one promissory notes of even date herewith, due and payable as follows, to-wit: due one year after date

~~each~~ of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1896 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

63 S. M. & N. & E. Sec 28
12 R 5 East

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said we or her assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than no Dollars, in a Company acceptable to said Charles with the loss clause payable to said Charles we covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Charles can in her option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Charles or her assigns can in her option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court-House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Charles or her assigns we empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 5th day of May A. D., 1896

Nettie Phillips Seal
Annie Phillips Seal

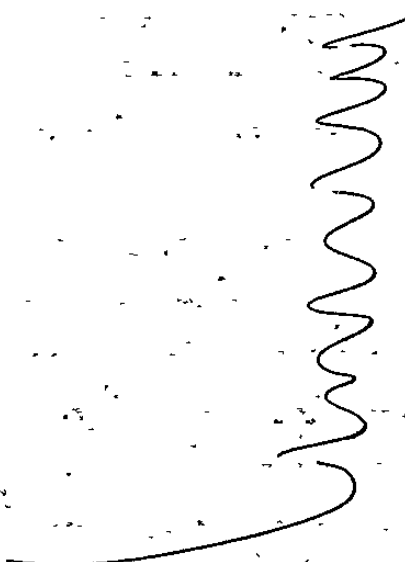
STATE OF MISSISSIPPI, }
MADISON COUNTY } Personally appeared before me, G. W. Adams
Nettie & Annie Phillips in and for said County and State, the within named Nettie & Annie Phillips who acknowledged that we signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal, this the 18 day of May 1896

Filed for Record at 2:30 o'clock 0 minutes 0 M., the 19 day of May 1896
By J. R. Kemp CLERK.
J. M. Gray D. C.

I have this day and better 9. Chubby my check on his 110.00 of this deed in trust as
subscribed by me on the 9th 1897 with Powell Trustee

Whereas, we are indebted to Angelina Garborina in the sum of Forty Dollars, as is evidenced by our own promissory notes of even date herewith, due and payable as follows, to-wit: One Ten Three Four and five years after date for the sums of Six Hundred, Five Hundred and fifty, Five Hundred and twenty, Four Hundred and eighty and Four Hundred and forty dollars respectively each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1894 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

the E 1/2 S E 1/4 Section 9 and S 1/2 Deck 13 and S E 1/4 and 6 acres out S E corner of S N 1/4 Deck 14 and E 1/2, E 1/2 Section 22 and N 1/2 and S N 1/4 Section 23 all in Township 9. R. 1 W.



In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Angelina Garborina or his assigns hereafter advance to us any other sums of money of other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire to a sum not less than 10 Dollars, in a Company acceptable to said we covenant and promise to pay when due all legal taxes assessed against said property. Should we fail to pay said Taxes as aforesaid, then the said Angelina Garborina or his assigns can in no option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should fault be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Garborina or his assigns can in no option without notice to we declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Angelina Garborina or his assigns, we empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 27 day of January, A.D., 1894.
Metaph
Houston Ramsey
Geo Kelly
Charlotte M. Ramsey Seal
John M. Ramsey Seal

STATE OF MISSISSIPPI,
KING'S MADISON COUNTY. Personally appeared before me, J. N. Gordon Clerk of said County and State, the within named Charlotte M. Ramsey and John M. Ramsey who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 23 day of July, 1894.
J. N. Gordon
Clerk of said County

Filed for Record at 1 o'clock P. M., the 1 day of March, 1894.
James Priestly CLERK.
DeSpain D. C.

January 26/96 Subst paid in full of Concessions of S. Garborina

Whereas, *we are* indebted to *Angelo Barbarius* in the sum of *five hundred* DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *one year after date*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *we are* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *we, J. M. Ward & J. M. Ward* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *our* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *us* or any hands *we* may employ during the year *1894* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The E 1/2 S W 1/4 & S E 1/4 Sec 22 and S W 1/4 Sec 23 all in Township 10 - Range 3 East

Do J. M. Ward.

I understand that you disclaim having any interest in the E 1/2 S W 1/4 & S E 1/4 sec 22 & S W 1/4 sec 23 Town 10. R - 3 E. I desire however to have you sign the Deed of Trust which 13th 1894

W. H. Powell

In trust upon these terms and conditions, viz: *we* covenant and agree to pay said W. H. POWELL, as Trustee, 6 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *Angelo Barbarius* or *his* assigns hereafter advance to *us* any other sums of money or other valuable thing, *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *we* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *one hundred* Dollars, in a Company acceptable to said *Barbarius* with the loss clause payable to said *Barbarius* *we* covenant and promise to pay when due all legal taxes assessed against said property. Should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the said *Barbarius* can in *his* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *Barbarius* or *his* assigns can in *their* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *5* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *Angelo Barbarius* or *his* assigns *is* empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *3rd* day of *February* A. D., 189*4*

Witness J. M. Crafton

J. M. Ward
J. M. Ward

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *James Priestley, Clerk of the Chancery* in and for said County and State, the within named *J. M. Ward* who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal, this the *13th* day of *March* 189*4*

Filed for Record at *1:45* o'clock *4:5* minutes *P.*M., the *13th* day of *March* 189*4*

James Priestley, Clerk
J. M. Crafton
James Priestley CLERK.
J. M. Crafton D. C.

Jan 11/95 - Subscribed from 1894

Whereas, *we are* indebted to *Leavel Smith* in the sum of *Three Hundred & forty five* DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *on the 1st day of November 1894*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *we are* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged,

J. F. & C. O. Rogers do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *our*

entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *us* or any hands *we* may employ during the year *1894* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described, also, *known as the Spencer Wellbore Place - also one*

horse named Major - one black mare mule named Julia one black mare mule named Hiba one Iron Gray mare mule named Jane. One wagon - being all of the mules & wagon that we or either of us now own on said place - we declare that there is no other lien upon any of said property & that all of said property is now on said plantation and is owned & incumbered by said J. F. Rogers

In trust upon these terms and conditions, viz: *we* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *Smith* or *his* assigns hereafter advance to *us* any other sums of money or other valuable thing, *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property,

we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *one* Dollars, in a Company acceptable to said *Smith* with the loss clause payable to said *Smith* *we* covenant and promise to pay when due all legal taxes assessed against said property. Should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the said *Smith* can in *his* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum.

Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *Smith* or *his* assigns can in *his* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *3* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *Leavel Smith* or *his* assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *24th* day of *March* A. D. 189 *4*

J. F. Rogers
C. O. Rogers

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *James Pristley Clerk of the Court* in and for said County and State the within named *J. F. & C. O. Rogers* who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and official seal, this the *24th* day of *Mch* 189 *4*

James Pristley CLK

Filed for Record at *12* o'clock *minutes* N. the *24* day of *Mch* 189 *4*
James Pristley CLERK.
By *James Pristley* D. C.

Whereas, we are indebted to Dreyfus & Asher in the sum of Three Hundred & twenty nine 35/100 DOLLARS, as is evidenced by our promissory notes of even date herewith, due and payable as follows, to-wit: one December 10th 1894

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, W. H. & M. A. Woodcock do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by or any hands may employ during the year in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described, also,

The NW 1/4 SW 1/4 & a fractional piece of land containing 6 acres more or less abutting immediately at the north end of the said NW 1/4 SW 1/4 & lying between it & the Madisonville & Clifton Road (or the old agency & Clifton Road) all in Sec 27 Township 7 Range 1 East containing in all 46 acres more or less.

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said we or we assignees hereafter advance for any other sums of money or other valuable thing we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property; we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than Dollars, in a Company acceptable to said we with the loss clause payable to said we we covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said we out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, or he should we fail to perform or discharge any other obligations herein said we we assignee can in we option without notice to we declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Dreyfus & Asher or this assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 16th day of March A. D., 1894

W. H. Woodcock Seal
M. A. Woodcock Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, R. W. Stewart
J. A. Woodcock in and for said County and State, the within named W. H. Woodcock
and M. A. Woodcock who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 24 day of March 1894
R. W. Stewart

Filed for Record at 9 25 clock 24 minutes a. M., the 26th day of March 1894
R. W. Stewart
James Priestley D. C.

Whereas, we are indebted to J. P. Hooper in the sum of Five Hundred & fifty DOLLARS, as is evidenced by our promissory notes of even date herewith, due and payable as follows, to-wit: on the 24th November 1894

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we B. F. & E. J. Passmore do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our

entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1894 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter-described; also, commencing at a stake 612 yards north of the S.W. Cor of the E 1/2 Sec. 7, T. 9. R. 2. E & running thence north 70 yards, thence East 140 yards thence South 70 yards & thence west 140 yards to the beginning, also beginning at a stake 682 yards north of S.W. corner of E 1/2 sec. 7, T. 9. R. 2. E & running thence north 595 yards, thence East 140 yards thence South 595 yards thence west 140 yards to the beginning, also one sorrel horse mule named Bob - one mouse colored horse mule named Pete - one bay mare named Jimbo - one bay horse named Bull dog - 1 head of Cattle & wagon being all of the mules, horses, Cattle & wagon that we or either of us now own & possess

Validated the 28th 1896 W. H. P.

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Dr. J. P. Hooper or his assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than five Hundred Dollars, in a Company acceptable to said Dr. J. P. Hooper with the loss clause payable to said Dr. J. P. Hooper covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Dr. J. P. Hooper can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Dr. J. P. Hooper or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Dr. J. P. Hooper or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 24th day of March, A. D., 1894

E. J. Passmore Seal
B. F. Passmore Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, M. Allen
Circuit Clerk in and for said County and State, the within named E. J. Passmore
& B. F. Passmore who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal, this the 24th day of March, 1894

M. Allen Circuit Clerk

Filed for Record at 2 o'clock 2 minutes P. M., the 31st day of March, 1894

Jas. Partridge CLERK.
BY D. C.

Whereas, *J. J. Am* indebted to *Judyn Henderson* in the sum of *Four hundred and forty* DOLLARS, as is evidenced by *my* promissory notes of even date herewith, due and payable as follows, to-wit:

On the *15th* day of *December* 189*4* each of said notes bearing interest after ~~their respective~~ maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *I am* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *Emma Henderson* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *my* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *I* or any hands *I* may employ during the year *1894* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The S² A² E² + S² E² A² + S² E² sec 28 and 8 acres out of A² E² Cor sec 33 all in Town 10 R 2 E

Wm J. Mc c 21. 93 - Charles Henderson

conveyed

In trust upon these terms and conditions, viz: *I* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *Henderson* or *his* assignees hereafter advance to *me* any other sums of money or other valuable thing, *I* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *I* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *one* Dollars, in a Company acceptable to said *Henderson* with the loss clause payable to said *Henderson*. *I* covenant and promise to pay when due all legal taxes assessed against said property. Should *I* not keep said property insured as aforesaid, or should *I* fail to pay said Taxes as aforesaid, then the said *Henderson* can in *his* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such money's shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *I* fail to perform or discharge any other obligations herein, said *Henderson* or *his* assigns can in *his* option without notice to *I* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *I* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *I* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *10* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *me*.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *Henderson* or *his* assigns *is* empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *my* hand and seal, this the *25th* day of *April* A. D., 189*4*

E. G. Jackson Seal
E. G. Jackson Seal
E. G. Jackson Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *James P. Priestley* Clerk of the *Charney Board* in and for said County and State, the within named *Emma Henderson* who acknowledged that *she* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *25th* day of *April* 189*4*

James P. Priestley Clerk

Filed for Record at *2* o'clock *P.*M., the *27* day of *May* 189*4*
By *James P. Priestley* Clerk
D. C.

Whereas, *Me* are indebted to *E. L. Wood* in the sum of *Three thousand seven hundred and seventy five* \$3,775.00 DOLLARS, as is evidenced by *two* promissory notes of even date herewith, due and payable as follows, to-wit: *one for one thousand and ninety eight dollars due & payable one year after date & the other for one thousand and eighty one dollars due two years after date* each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *me* am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *me Rebecca L. H. R. J. Chuk* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *our* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *me* or any hands *me* may employ during the year *1894 & 1895* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

Sec 18 Town 9 R 4 E + the SE 1/4 of Sec 24 T 10 R 4 E and Five Acres out of A E learner Sec 25 T 10 R 4 E

Satisfied in full Dec 20/96
 of Barbara
 Thompson

In trust upon these terms and conditions, viz: *me* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *E. L. Wood* or *his* assigns hereafter advance to *me* any other sums of money or other valuable thing, *me* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *me* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *one* Dollars, in a Company acceptable to said *E. L. Wood* or *his* attorney. *me* covenant and promise to pay when due all legal taxes assessed against said property. Should *me* not keep said property insured as aforesaid, or should *me* fail to pay said Taxes as aforesaid, then the said *E. L. Wood* can in *his* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *me* fail to perform or discharge any other obligations herein, said *E. L. Wood* or *his* assigns can in *his* option without notice to *me* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *me* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *me* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *10* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *me*.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *E. L. Wood* or *his* assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *25th* day of *April* A. D. 189*4*

R. L. Chuk Seal
H. H. Chuk Seal
R. J. Chuk Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY, } Personally appeared before me, *James Priestly Clerk of the*
Chas. H. Court in and for said County and State, the within named *Rebecca L*
Chuk *H. H. Chuk* & *R. J. Chuk* who acknowledged that *me* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *25* day of *April* 189*4*

James Priestly
 Clerk.

Filed for Record at *10* o'clock *5* minutes *a* M., the *5* day of *May* 189*4*

J. Priestly
 D. C.

Whereas, We are indebted to James M. Leitch in the sum of Six Hundred & Eighty two 50/100 DOLLARS, as is evidenced by our three promissory notes of even date herewith, due and payable as follows, to-wit: one for \$ 52 50 due one year after date, one for \$ 52 50 due two years after date, one for \$ 15 77 100 due three years after date

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, We are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, Mr. P. B. Bridges and Willie E. Bridges do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit:

entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by or any hands may employ during the year in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The N 1/2 E 1/2 S W 1/4 + N 1/2 W 1/2 S E 1/4 Sec - 9, Town 7 - Range 2 East.

Transferred to Carroll Smith 4/27/97 by M. Leitch
 Dated in full of James M. Leitch

In trust upon these terms and conditions, viz: We covenant and agree to pay said W. H. POWELL, as Trustee, 10 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Leitch or his assigns hereafter advance to us any other sums of money or other valuable thing, We covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than 1000 Dollars, in a Company acceptable to said us with the loss clause payable to said us.

We covenant and promise to pay when due all legal taxes assessed against said property. Should Leitch not keep said property insured as aforesaid, or should should we fall to pay said Taxes as aforesaid, then the said Leitch can in his option insure said property or pay said Taxes, and the sum of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Leitch or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if We shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should We fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said James M. Leitch or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 27th day of April A. D., 1894

P. B. Bridges Seal
Willie E. Bridges Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY. }
 Personally appeared before me, R. W. Stewart an acting Justice of the Peace in and for said County and State the within named P. B. Bridges and Willie E. Bridges who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 8th day of May 1894

R. W. Stewart J. P.

Filed for Record at 10 o'clock 12 minutes A. M., the 12 day of May 1894

Gas Priestley CLERK.
 By D. C.

Whereas, We are indebted to Manuel D. Sykes of Water Valley in the sum of Thirty Three DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit:

One year after date

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we, A. J. Graham & Bettie Graham do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit:

The S² W² SW⁴ sec 16 + S² E² SW⁴ + S² SE⁴ sec 17 + E² NE⁴ + W² NE⁴ sec 19 + NE⁴ + S² NE⁴ E² SE⁴ sec 20 + S² W² NE⁴ + S² E² NE⁴ + W² NE⁴ + S² NE⁴ W² SW⁴ sec 21 all in Town 9 Range 2 East - also the S² E² NE⁴ + W² NE⁴ sec 14 + S² Lot 1 in sec 15 + E² sec 24 Town 10 R 2 East.

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Manuel D. Sykes or her assignees hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than Eight Hundred Dollars, in a Company acceptable to said Manuel D. Sykes with the loss clause payable to said Manuel D. Sykes covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes, as aforesaid, then the said Sykes can in this option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Manuel D. Sykes or her assigns can in her option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to Manuel D. Sykes.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Manuel D. Sykes or her assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 3rd day of January A.D., 1895
A. J. Graham Seal
Bettie J. Graham Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, Gas Priestley
a Chas. Elk in and for said County and State, the within named A. J. Graham
Bettie Graham husband & wife who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of January 1895
Gas Priestley Ch. Elk

Filed for Record at 0 o'clock 0 minutes, 0 M., the 3rd day of January 1895
CLERK:
By D. C.

Bettie J. Graham found fifteen hundred dollars on my check book by my children who I turned over to Manuel D. Sykes on Nov 2nd 1895 - 8 months ago... A. J. Graham & Bettie Graham

Borrowed from A. J. Powell Trustee 10/5/1896 Manuel D. Sykes

Whereas I am indebted to Mississippi St Bank in the sum of fifteen hundred 00/100 DOLLARS, as is evidenced by my five promissory notes of even date herewith, due and payable as follows, to-wit: one for \$360.00, one for \$336.00, one for \$312.00, one for \$288.00 + one for \$264.00 due one two three four and five years respectively

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, I am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, I Elizabeth Cobb widow do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: my entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by or any hands I may employ during the year 1895-1896-7-8 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

during the existence of the indebtedness secured hereby - also the E² Sec 8 + all sec 9 + A E⁴ + A M⁴ + S M⁴ + S E⁴ sec 10 + A² sec 16 + A E⁴ sec 17 + A² + S M⁴ sec 21 all in Town Ship 10 R 3 East and all other estate that I now own or may hereafter own in said County - I do not intend to carry any real estate situated in the city of Canton Miss

Satisfied in full John Roberson assignee

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Mississippi St Bank or its assigns hereafter advance to me any other sums of money or other valuable thing I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property,

I also covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than Two Hundred Dollars, in a Company acceptable to said Bank

with the loss clause payable to said Bank I covenant and promise to pay when due all legal taxes assessed against said property. Should I not keep said property insured as aforesaid, or should I fail to pay said Taxes as aforesaid, then the said Mississippi St Bank can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should I fail to perform or discharge any other obligations herein, said Miss St Bank or its assigns can in their option without notice to

me declare all or any part of said notes due and payable, whether so by their terms or not. Now if I shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should I fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Miss St Bank or its assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 21 day of March, A. D., 1895

Elizabeth Cobb Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, Jas Priestley Elizabeth Cobb Charcoal Clerk in and for said County and State, she within named Elizabeth Cobb who acknowledged that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 22 day of March, 1895

Jas Priestley Clerk

Filed for Record at 3 o'clock 9 minutes P. M., the 22 day of March, 1895

Jas Priestley Clerk
Jas Grayton D. C.

Whereas I am indebted to M Lewis Jones in the sum of Three Thousand and Twenty one and 00/100 DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: On November 1st 1894 for the sum of Three Thousand and Twenty one 00/100 Dollars

of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, ~~or after they have been declared due and payable hereunder~~; and whereas, I am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, J. B. Harris Jr. do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the ~~city of Canton~~, County of Madison and State of Mississippi, to-wit: my entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by me or any hands I may employ during the year 1894 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one sorrel mare mule named Dolly. one brown colored cow mule named Lilly. one bay mare named Hilda. one cream colored horse named Nave. one bay mare named Bettie and wagon and harness. being all of the mules horses mules wagons and harness that I now own and possess

Abstract by J. P. Harris

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, 5 percent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said M Lewis Jones or him assignees hereafter advance to me any other sums of money or other valuable thing, I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, I covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than 10 Dollars, in a Company acceptable to said me with the loss clause payable to said me and promise to pay when due all legal taxes assessed against said property. Should I ~~fail to perform or discharge any other obligations herein, said~~ I can in my option insure said property or pay said me and the sums of money so paid me is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should I fail to perform or discharge any other obligations herein, said M Lewis Jones or him assigns can in his option without notice to I declare all or any part of said notes due and payable, whether so by their terms or not. Now if I shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should I fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said M Lewis Jones or him assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 2nd day of June A.D., 1894

J. B. Harris Jr. Seal Seal Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, James P. Motter Clerk of the Chancery Court J. B. Harris Jr. in and for said County and State, the within named J. B. Harris Jr. who acknowledged that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of June 1894

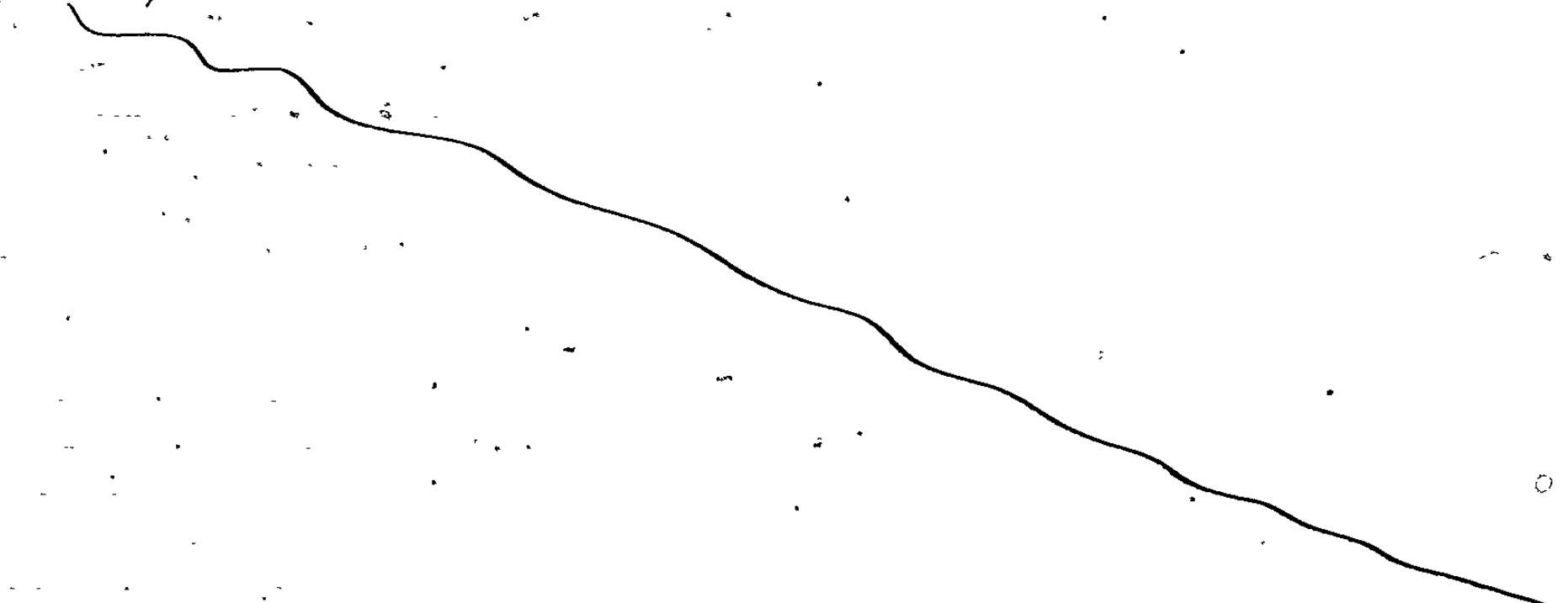
James P. Motter

Filed for Record at 3 o'clock P. minutes 2 M., the 2 day of June 1894
James P. Motter CLERK.
By J. B. Harris Jr. D. C.

Whereas, *We are* indebted to *Dr J P Grager* in the sum of *Two Hundred & seventy six* DOLLARS, as is evidenced by *our three* promissory notes of even date herewith, due and payable as follows, to-wit: *one for \$99.00 due one year after date one for \$92.00 due two years after date & one for \$84.00 due three years after date*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *We are* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *We E. A. Leully & D. A. Leully* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *our* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *us* or any hands *we* may employ during the year *1895* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, *The S 1/2 NW 1/2 S E 1/4 Sec - 16 Town - 7*

Range 2. East



In trust upon these terms and conditions, viz: *we* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *Dr J P Grager* or *his* assigns hereafter advance to *us* any other sums of money or other valuable thing, *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *we* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *one* Dollars, in a Company acceptable to said *Grager* with the loss clause payable to said *Grager*. *We* covenant and promise to pay when due all legal taxes assessed against said property. Should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the said *Grager* can in *his* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *Grager* or *his* assigns can in *his* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *10* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *Dr J P Grager* or *his* assigns *is* empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *1st* day of *June* A. D., 189*4*

E. A. Leully Seal
D. A. Leully Seal
E. A. Leully Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. }

Personally appeared before me, *R. W. Stewart a Justice of the Peace*

E. A. Leully husband *D. A. Leully* wife in and for said County and State, the within named *E. A. Leully* who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *6th* day of *June* 189*4*

R. W. Stewart J.P.

Filed for Record at *11* o'clock *8th* day of *June* 189*4*

Gas Priestley CLERK.
J. M. Grafton D. C.

Accepted by taking a new deed of trust which was filed for record June 22nd 1895 J. P. Grager

Whereas, *We* are indebted to *J. Keesdorffer* in the sum of *Seventy Nine* *037.00* DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *on November 1st 1893*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *we* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *we* *Samuel J. Powers* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *our*

entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *us* or any hands *we* may employ during the year *1893* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, *Lot* *Fronting 50ft on Walnut Street and running back West 200ft* said lot beginning at a point on the west side of Walnut Street 350ft South of the South West Corner of the intersection of Walnut & Otto Streets and running thence South along the Western Margin of Walnut Street 50ft and thence West 200ft and thence North 50ft and thence East 200ft to Walnut Street the point of beginning of said Lot lying directly North of and adjoining the Plot of Henry Fields.

Satisfied in full by payment January 14th 1894

In trust upon these terms and conditions, viz: *we* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *J. Keesdorffer* or *his* assigns hereafter advance to *us* any other sums of money or other valuable thing, *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *we* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *Two* Dollars, in a Company acceptable to said *J. Keesdorffer* with the loss clause payable to said *J. Keesdorffer* covenant and promise to pay when due all legal taxes assessed against said property. Should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the said *J. Keesdorffer* can in *his* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *J. Keesdorffer* or *his* assigns can in *his* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *5* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *J. Keesdorffer* or *his* assigns, empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *my* hand and seal, this the *5th* day of *November* A. D., 189*4*
Sam J. Powers Seal
Faunce Powers Seal
mark Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, *J. R. Kearney*
a *Justice of the Peace* in and for said County and State, the within named *Sam J. Powers*
and Faunce Powers who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *5th* day of *November* 189*4*
J. R. Kearney J. P.

Filed for Record at *3* o'clock *P.* M., the *6th* day of *Nov* 189*4*
James P. Parshly CLERK.
By *J. R. Kearney* D. C.

Whereas, We are indebted to Angelo Garbarino in the sum of Thirty Six Hundred & Thirty DOLLARS, as is evidenced by our promissory notes of even date herewith, due and payable as follows, to-wit: One note for \$220.00 due one year after date, one for \$220.00 due two years, one for \$149.50 due 3 years, one for \$467.50 due 4 years, one for \$440.00 due 5 years, one for \$412.50 due 6 years, one for \$385.00 due 7 years, one for \$357.50 due 8 years, one for \$330.00 due 9 years & one for \$302.50 due 10 years after date each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fees placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, Leggie T. Baldwin & Owen G. Baldwin hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Madison, County of Madison and State of Mississippi, to-wit: The Leggie T. Baldwin & Owen G. Baldwin entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1895, 1896 & 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; during the existence of this deed of trust also the

E 1/2 E 1/2 N W 1/4 & W 1/2 N E 1/4 Sec. 3. Town. 9. Range. 4. East
 E 1/2 S W 1/4 & S E 1/4 Sec. 27 Town. 10. Range. 4. East
 E 1/2 & E 1/2 W 1/2 Sec. 34 Town. 10. Range. 4. East

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Angelo Garbarino or his assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than Five Dollars, in a Company acceptable to said Angelo Garbarino with the loss clause payable to said Angelo Garbarino. We covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Angelo Garbarino can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Angelo Garbarino or his assigns can in their option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to Leggie T. Baldwin.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Angelo Garbarino or his assigns empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS. our hand and seal, this the 23rd day of November A. D., 1894

Leggie T. Baldwin
Owen G. Baldwin

STATE OF MISSISSIPPI, }
 MADISON COUNTY. }
 Personally appeared before me, J. C. Pitchford Justice of the Peace, in and for said County and State the within named Leggie T. Baldwin & Owen G. Baldwin, wife & husband who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 24th day of November 1894

J. C. Pitchford J.P.

Filed for Record at 1 o'clock PM, the 26th day of Nov 1894

J. Conitney CLERK.
 D. C.

Due 11/30 Subscrip - from A. S. Colacino

Whereas, I, Andrew Davis indebted to L. Foot, Jas Leitch & C Powell in the sum of Ninety Three 57.00 DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: one Nov. 1st 1895

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, I desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, Andrew Davis do hereby convey and warrant unto the said W. H. POWELL, Trustee; and his successors in office, forever, the following described property lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: my entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by me or any hands I may employ during the year 1895 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one bay mare mule named Kit
one sorrel mare named Nellie
being all the mule teams that I now own & possess

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Foot Powell & Leitch or their assigns hereafter advance to me any other sums of money or other valuable thing, I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property; I covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said Leitch Foot & Powell with the loss clause payable to said Leitch Foot & Powell and promise to pay when due all legal taxes assessed against said property. Should I not keep said property insured as aforesaid, or should I fail to pay said Taxes as aforesaid, then the said parties can in their option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes; when due, or should I fail to perform or discharge any other obligations herein, said Foot Powell & Leitch or their assigns can in their option without notice to me declare all or any part of said notes due and payable, whether so by their terms or not. Now if I shall, well and truly pay each and all of said promissory notes as they severally mature, and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained; then this conveyance shall be null and void.

But, should I fail to pay either of said promissory notes when due; or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given one days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Foot Powell & Leitch or their assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 11th day of December A. D., 1894

Attest
W. C. Spivey

Andrew Davis
mark

subscribed with W. H. Powell

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, James Poistley
Andrew Stowers in and for said County and State, the within named
who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal, this the 11th day of Dec 1894

James Poistley
Chy
Jas Poistley CLERK.
D. C.

Filed for Record at 2 o'clock, P. M., the 11th day of Dec 1894

Whereas, *We* are indebted to *Blanch Howell* in the sum of *one hundred & thirty seven & 30/100* DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *due one year after date*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent per annum, and 10 per cent attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *We* are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *we* *Chas Sherman & Co* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the *city of Canton*, County of Madison and State of Mississippi, to-wit: *our* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *us* or any hands *we* may employ during the year *1895* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The N² S W⁴ Sec. 9. Town. 9. Range 3 East

also one gray horse named Frank. Three oxen - nine head of cattle - one wagon & one buggy, being all the land, horses, oxen, cattle, wagon & buggies that we or either of us now own & possess.

In trust upon these terms and conditions, viz: *We* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *Howell* or *her* assigns hereafter advance to *us* any other sums of money or other valuable thing, *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *we* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *one hundred* Dollars, in a Company acceptable to said *Howell* with the loss clause payable to said *Howell* *we* covenant and promise to pay when due all legal taxes assessed or levied upon said property, should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the *Howell or assigns* option insure said property or pay said Taxes, and the amount of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such money shall bear interest from the time of such payment at the rate of 10 per cent per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *Howell* or *her* assigns can in *their* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *five* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured, and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *Blanch Howell* or *her* assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *19th* day of *December*, A. D., 189*4*

Charles Sherman *mark* *Scd*

Jesse Sherman *mark* *Scd*

STATE OF MISSISSIPPI, }
MADISON COUNTY.

Personally appeared before me, *James Priestley* in and for said County and State, the within named *Charles Sherman* who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *19th* day of *Dec*, 189*4*

James Priestley

Filed for Record at *4* o'clock *P*. M., the *19th* day of *Dec*, 189*4*

James Priestley CLERK.

BY *James Priestley* D. C.

This property was well by the power in April 20th 1886 to ensure at auction

The hand was ruled by W. H. Powell & Co. when the deed was written by W. H. Powell & Co. on the 22nd of Dec 1895. S. C. Powell - 1895

Whereas, we are indebted to J. C. Powell in the sum of Two Hundred and thirty three and 00/100 DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: One for \$20.49 and one for \$35.00 both due October 1st 1895
for each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we Ephraim & Benjamin do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: us
entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands me may employ during the year 1895 & 1896 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The N⁴ E⁴ + N² E² N⁴ section one Township 11 Range 3 East + 13 acres off South End N² E⁴ sec 36. Township 12 R 3 E + one dark bay horse named Bill. One sin grey mare mule named Jennie. one wagon, also 250 bushels corn now on hand and in our possession, being all of our land, horses, mules, wagons and corn that are our us present possessions

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said J. C. Powell or his assigns hereafter advance to us any other sums of money of other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than One Hundred Dollars, in a Company acceptable to said J. C. Powell with the loss clause payable to said J. C. Powell. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said J. C. Powell & Benjamin can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein said J. C. Powell or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given one days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said J. C. Powell or his assigns us empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.
WITNESS us hand and seal, this the 21st day of December A. D., 1895

Ephraim & Benjamin
Seal Seal Seal

STATE OF MISSISSIPPI
MADISON COUNTY

Personally appeared before me

James P. Pringle

Instrument on the day and year therein mentioned. They who acknowledged that they signed, sealed and delivered the foregoing Given under my hand and official seal, this the 21st day of December 1895

James P. Pringle
J. M. Grafton & Co.

Filed for Record at 2 o'clock 0 minutes P.M., the 21 day of December 1895

James P. Pringle
J. M. Grafton & Co.
CLERK.
D. C.

Whereas, *we are* indebted to *Maud M. Sykes* in the sum of *seventeen Hundred & forty (1740⁰⁰)* DOLLARS, as is evidenced by *one six* promissory notes of even date herewith, due and payable as follows, to-wit: *one for \$120⁰⁰ due one year after date, one for \$120⁰⁰ due two years after date, one for \$420⁰⁰ due three years after date, one for \$390⁰⁰ due 4 years after date, one for \$360⁰⁰ due 5 years after date, & one for \$330⁰⁰ due 6 years after date* each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *we are* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One-Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *we* *do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property,* lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *entire interest in any and all crops of Cotton, Corn, Cotton-Seed, and all other agricultural products raised or caused to be raised by or any lands may employ during the year in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described, also,*

The north half (N 1/2) of Section (10) Twp and west half of North west quarter (W 1/2 NW 1/4) of Section Eleven (11) all in Township nine (9) Range two (2) East

*Substituted by order of court June 30, 1917
 Attest: June 30, 1917
 W. H. Powell, Clerk
 D. P. McCall, Clerk
 J. M. Grafton, Clerk*

In trust upon these terms and conditions, viz: *we* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *Maud M. Sykes* or *his* assigns hereafter advance to *us* any other sums of money or other valuable thing; *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *we* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *three hundred* Dollars, in a Company acceptable to said *Maud M. Sykes* with the loss clause payable to said *Maud M. Sykes* covenant and promise to pay when due all legal taxes assessed against said property. Should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the said *Maud M. Sykes* or *assigns* can in *his* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *Maud M. Sykes* or *his* assigns can in *his* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *10* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *Maud M. Sykes* or *his* assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *27th* day of *December* A. D., 189*4*
Lawrence E. Spivey Seal
Maggie D. Spivey Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY. }
 Personally appeared before me, *James Priestley* in and for said County and State, the within named *Lawrence E. Spivey* and *Maggie D. Spivey* husband and wife who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.
 Given under my hand and official seal, this the *28th* day of *December* 189*4*

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

Filed for Record at *3* o'clock *P.* M., the *28th* day of *December* 189*4*
James Priestley CLERK.
J. M. Grafton D. C.

Whereas, *we are* indebted to *the Bank of Pickens* in the sum of *Three Hundred & nine 69/100* DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *on October 1st 1895*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *we are* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *Nicholas S. Massey & Francis B. Massey* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *our* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *us* or any hands *we* may employ during the year *1895* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

the E² S E⁴ Sec. 11 & SW⁴ Sec. 12 in Town 11 Range 3 East also all of the Cotton & Corn that we now have in our possession. also one black mare mule named Minnie, one black mare mule named Chick one Bay horse mule named Scott one black mare mule named Mary, one brown mare mule named Gussy, one bay mare named Hardwood, one bay mare named Combit, one mule colored horse named Harry, one wagon & all other loads, horses, & mules that we or either of us now own or possess, the said wagon being the only one we now own

In trust upon these terms and conditions, viz: *we* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *Bank of Pickens* or *its* assigns hereafter advance to *us* any other sums of money or other valuable thing, *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *we* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *one* Dollars, in a Company acceptable to said *Bank of Pickens* with the loss clause payable to said *Bank of Pickens* *we* covenant and promise to pay when due all legal taxes assessed against said property. Should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the said *Bank of Pickens* can in *its* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *Bank of Pickens* or *do* assigns can in *it* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *10* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *Bank of Pickens* or *its* assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee. *The Bank of Pickens is hereby given the right to apply all payments that we may make to the debt herein secured, or to any other debt we may owe to said Bank, at their option.*

WITNESS *our* hand and seal, this the *24th* day of *December* A. D., 1894. *all other taxation & expense were made before execution*

Nicholas S. Massey
Francis B. Massey

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *J. C. Steen*
Nicholas S. Massey and *Francis B. Massey* in and for said County and State, the within named *N. S. Massey* and *F. B. Massey* who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *27th* day of *Dec* 1894
J. C. Steen M. B. S.

Filed for Record at *10* o'clock *29th* day of *December* 1894
James P. Conley CLERK.
BY *J. C. Steen* D. C.

Whereas, I am indebted to S. C. Powell in the sum of One Hundred & 62/100 DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: due Oct-1st 1895

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, I am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, I, W. F. Russum do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: my entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by me or any hands I may employ during the year 1895 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

One bay horse mule named Henry
One mouse colored mare mule named Kit
One wagon and also all the corn that I now own & possess, - This deed of Trust is taken as additional security to the Land bondline held by said S. C. Powell

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said S. C. Powell or her assignees hereafter advance to me any other sums of money or other valuable thing, I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, I covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said Powell with the loss clause payable to said Powell I covenant and promise to pay when due all legal taxes assessed against said property. Should I not keep said property insured as aforesaid, or should I fail to pay said Taxes as aforesaid, then the said S. C. Powell can in her option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should I fail to perform or discharge any other obligations herein, said S. C. Powell or her assigns can in her option without notice to me declare all or any part of said notes due and payable, whether so by their terms or not. Now if I shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should I fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 2 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said S. C. Powell or her assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this 7th day of January, 1895 A. D.

W. F. Russum (signed and sealed)

act 18745 Salt Mine full W. H. Powell Powell

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, James Priestley, in and for said County and State the within named W. F. Russum who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 7th day of Jan 1895

James Priestley (signed)

Filed for Record at 12 o'clock, minutes, M., the 7th day of Jan 1895

James Priestley (signed) CLERK.
By D. C.

all of this land is owned by Powell & Powell by deed of 1875

Whereas, we are indebted to Angelo Garbarino in the sum of three hundred & seventy five DOLLARS, as is evidenced by our three promissory notes of even date herewith, due and payable as follows, to-wit: one for seventy five Dollars due one year after date, one for seventy five Dollars due two years after date & one for eight hundred & twenty five Dollars due three years after date. Each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee, if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we Lela G. Cordts, w B. Cordts do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by any hands, may employ during the year, in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described, also,

60 acres out of the E 1/2 N E 1/4 + 38 1/4 acres out of the E 1/2 S E 1/4 Sec. 35. Town. 10. Range one East or all that portion of said subdivisions north of the Public Road said 60 + 38 1/4 acres being all of said subdivisions East of a line commencing 110 yards East of the North West Corner of the first mentioned subdivisions + extending South to the Public Road; also 2 1/2 acres of the W 1/2 S W 1/4 Sec. 36. Town 10. Range 1 East or all that portion of said subdivisions north of the public Road & west of Panther Creek - also the W 1/2 N W 1/4 Sec. 36. Town. 10 Range 1 East - also Lot 7 in sec. 25. Town. 10 Range 1 East & the S 1/2 S E 1/4 Sec. 64 S 1/2 W 1/2 S E 1/4 Sec. 7 & 10 acres more or less off of the South end of N 1/2 W 1/2 S E 1/4 Sec. 7, Town 9. Range 2 East or all that portion of said subdivisions South of the Road running from the Cordts Homestead to the Canton Road in front of the Russell place, containing in all 4 1/2 1/2 acres more or less being all of the land that we now own in Madison County Miss.

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Garbarino or his assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise, to pay the same, and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than Two Hundred Dollars, in a Company acceptable to said Garbarino with the loss clause payable to said Garbarino we covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Garbarino or assigns can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Garbarino or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes, as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due; or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 5 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Garbarino or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 11th day of January, A. D., 1895.
W. B. Cordts Seal
Lela G. Cordts Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, James Priestley in and for said County and State the within named W. B. Cordts & Lela G. Cordts husband & wife, who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 11 day of June, 1895.
James Priestley Ch. Clerk
J. M. Gaspard D. C.

Filed for Record at 12:40 o'clock, 12 minutes, P. M., the 12 day of June, 1895.
James Priestley CLERK.
BY James Priestley D. C.

Whereas, *we are* indebted to *James M Leitch* in the sum of *Two Hundred and* *one & thirty* DOLLARS, as is evidenced by *one for \$120.00 & the other for \$110.00* promissory notes of even date herewith; due and payable as follows, to-wit: *due one & two years after date respectively*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *we are* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *we Edmund & Catharine Brown* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *one* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *us* or any hands *we* may employ during the years *1895 & 1896* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The S W 1/4 Section 19, Township 10, Range 3 East also one black mare mule named Ida - and one wagon and all corn that we now have in our possession and all other property that we or either of us may here after acquire & obtain being all of the lands mules & wagons that we are either of us now own & possess - also all cattle that we now own

This note of mine prepared for me R.A. Avery by B.H. Kelly Canceled Paid & Satisfied in full Oct 25 1894

R.A. Avery, Transfer

In trust upon these terms and conditions, viz: *we* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *Leitch* or *his* assigns hereafter advance to *us* any other sums of money or other valuable thing, *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *we* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *one* Dollars, in a Company acceptable to said *Leitch* with the loss clause payable to said *Leitch & assigns* *we* covenant and promise to pay when due all legal taxes assessed against said property. Should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the said *Leitch or assigns* can in *his* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *James M Leitch* or *his* assigns can in *his* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *10* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *James M Leitch*

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *we* or *his* assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *19th* day of *January* A. D., 189*5*

Edmund & Catharine Brown *Edmund & Catharine Brown*

11997 Transferred to R.A. Avery 11997 Bal. \$75.00 J.M. Leitch

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *James Priestley* Clerk of the Chancery Court, in and for said County and State the within named *Edmund & Catharine Brown* who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *19th* day of *January* 189*5*

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

Filed for Record at *2* o'clock *P*. M., the *19* day of *June* 189*5*

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

Whereas, We are indebted to Mississippi State Bank in the sum of Twenty Two DOLLARS, as is evidenced by one note for five hundred and fifty dollars due December 1st 1895 and the other note for five hundred and fifty dollars due January 2nd 1896

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we all desirous of securing the prompt payment of each, and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we J. P. & J. H. Spillman do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1895 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The SE 1/4 + E 1/2 SW 1/4 sec 22 + N 1/2 SW 1/4 sec 23 + N 1/2 NW 1/4 sec 26 + the N 1/2 + the SE 1/4 + E 1/2 SW 1/4 sec 27 + N 1/2 N 1/2 + SE 1/4 NE 1/4 sec 34 + N 1/4 sec 35 all in Town 9 R 3 East. Some of the above lands are our homesteads or the homesteads of either of us

All unpaid also all 1895
 J. P. & J. H. Spillman

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Mississippi State Bank or its assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than Five Hundred Dollars, in a Company acceptable to said Mississippi State Bank with the loss clause payable to said Mississippi State Bank covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Mississippi State Bank can in its option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Mississippi State Bank or its assigns can in its option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Mississippi State Bank or its assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 21 day of January, A. D., 1895

J. P. Spillman Seal
J. H. Spillman Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY } Personally appeared before me, Gas Orestley
J. P. & J. H. Spillman in and for said County and State, the within named J. P. Spillman
J. H. Spillman who acknowledged that we signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 21 day of January, 1895

Gas Orestley Clerk

Filed for Record at 10 o'clock 10 minutes P.M., the 21 day of Jan, 1895

BY Gas Orestley CLERK.
J. H. Spillman D. C.

Whereas, We are indebted to James M Leitch in the sum of Eighteen Hun-
drd & 10/100 DOLLARS, as is evidenced by our five
 promissory notes of even date herewith, due and payable as follows, to-wit: one for \$349.99, one for \$326.66, one
for \$393.33, one for \$280.00 & one for \$256.65 due two, three
four & five years after date respectively
 each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for
 collection after maturity, or after they have been declared due and payable hereunder; and whereas, We are desirous of securing the prompt payment of each
 and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said
 promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged,
we J. B. Galloway & S. E. Lambuth do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property,
 lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit:
~~entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by~~
~~or any heirs~~ ~~may employ during the year~~ ~~in Madison County, Mississippi, and all of the rents, issues and profits arising from or~~
~~growing out of the property hereinafter described; also,~~

The S 1/4 Sec 25 Twp 8 Range 2 East
W 1/2 Sec 14 Sec. 25, Town. 8. Range 2. East & the E 1/2 of Sec. 31
& the W 1/2 W 1/2 Sec. 32. Town. 8 Range 2 East

In trust upon these terms and conditions, viz: We covenant and agree to pay said W. H. POWELL, as Trustee,
 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said James
M Leitch or his assigns hereafter advance to us any other sums of
 money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property,
~~covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than~~
~~Dollars, in a Company acceptable to said~~
~~with the loss clause payable to said~~ We covenant and promise to pay when due all legal taxes assessed against
 said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said
Leitch & assigns can in his option insure said property or pay said Taxes, and the sums of money so paid
 out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per
 cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is
 payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations
 herein, said James M Leitch or his assigns can in his option without notice to
~~declare all or any part of said notes due and payable, whether so by their terms or not. Now if~~ we shall, well and truly pay each
 and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this
 conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein
 contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South
 door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said
 sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of
 conveyance; and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness
 secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said James M,
Leitch or his assigns empowered to appoint in writing some one else in his stead with all of the
 powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 19th day of January A. D., 1895

J. B. Galloway Seal
L. V. Galloway Seal
S. E. Lambuth Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY. } Personally appeared before me, R. L. Smith a Justice of the
Peace in and for said County and State the within named J. B. Galloway
Lucy Galloway & S. E. Lambuth who acknowledged that they signed, sealed and delivered the foregoing
 instrument on the day and year therein mentioned.
 Given under my hand and official seal, this the 23rd day of Jan 1895

R. L. Smith J.P. Justice of the
Peace for Madison Co. Miss.

Filed for Record at 12:30 o'clock P. M., the 23rd day of Jan 1895

James Pouethy CLERK.
 By D. C.

12/30/98 Sub for 4 in full J. M. Leitch

July 27-95
420 20 20
all had a trial to amount to
the note had 180 on date and
the note had 180 on date and
the note had 180 on date and

Whereas, I am indebted to Angelina L. Maxwell in the sum of Eighteen DOLLARS, as is evidenced by my note promissory notes of even date herewith due and payable as follows, to-wit: 420c due May 1st 1895 One for 180c one for 170c one for 160c one for 150c one for 140c one for 130c one for 120c one for 110c due in One Two Three Four Five Six Seven and eight years after date respectively each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, I am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, George Oswald do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: My entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by me or any hands I may employ during the year, 1895 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

the N/2 S. E. 1/4 and N/2. E. 1/2 S. 1/2 and W/2. D. 1/4 Section 20 and E. 1/2. S. E. 1/4 Dec 3 and E. 1/2. R. E. 1/4 Dec 10 and N/2. N. 1/4 Dec 11. all in T. 8. Range 3 East Being. The same land sold me this day, by Angelina L. Maxwell. and A. H. Maxwell. and the said notes being for the balance of the purchase money for said lands. All on any of the above promissory notes can be paid at any time by the said Oswald and at the time of such payment the interest not earned on such notes so paid shall be deducted

april 26-98
ratified by a new W/4 note
of date April 20-98
Miss State Bic
L. J. Moore

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said me or him assignees hereafter advance to me any other sums of money or other valuable thing, I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, I covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than 10 Dollars, in a Company acceptable to said me with the loss clause payable to said me I covenant and promise to pay when due all legal taxes assessed against said property. Should I not keep said property insured as aforesaid, or should I fail to pay said Taxes as aforesaid, then the said I can in him option insure said property or pay said Taxes, and the sums of money so paid shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should I fail to perform or discharge any other obligations herein, said I or him assigns can in him option without notice to me declare all or any part of said notes due and payable, whether so by their terms or not. Now if I shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should I fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Angelina L. Maxwell or him assigns am empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 26 day of Jan A. D. 1895
Geo. Oswald Seal
Geo. Oswald Seal
Geo. Oswald Seal

STATE OF MISSISSIPPI,
MADISON COUNTY,
I, James Priority Personally appeared before me, Geo. Oswald and for said County and State, the within named Geo. Oswald who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 26 day of Jan 1895
James Priority

Filed for Record at 11 o'clock AM, the 26 day of Jan 1895
James Priority CLERK.
BY D. C.

170 fee

Whereas, we are indebted to Angelo Garbarino in the sum of Six Hundred & fifty DOLLARS, as evidenced by our five promissory notes of even date herewith, due and payable as follows, to-wit: one for \$150.00 one for \$100.00 one for \$100.00 one for \$100.00 one for \$100.00 due in one, two, three & four years after date separately, each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we William James & Credit James do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands. we may employ during the years 1895-1896 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The E 1/2 of N W 1/4 Sec. 16, Town. 9. Range 3 East and all mules horses, mares, Cows & Calves, v. & m. Cattle, Cattle, baggies wagons, hogs & Corn that we or either of us now own or possess

July 10th 1895 Sahis put in fees A. G. Maloney

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Garbarino or his assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said Garbarino with the loss clause payable to said Garbarino & assigns we covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Garbarino & assigns can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Garbarino or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Angelo Garbarino or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 26th day of January A. D., 1895.

attest
W. H. Powell

we his
James
credit James
James

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, James Poistley clerk of the Circuit Court in and for said County and State, the within named William James & Credit James husband and wife, who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 26th day of January 1895.

James Poistley CLK
J. M. Grafton D. C.

Filed for Record at 12 o'clock 12 minutes 12 M., the 26th day of January 1895.

James Poistley CLERK.
D. C.

Whereas, we are indebted to M. E. Stewart in the sum of Two Hundred forty seven 50/100 DOLLARS, as is evidenced by our promissory notes of even date herewith; due and payable as follows, to-wit: one year after date

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we Mary E. Kelly & John Kelly do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi; to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1895 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

A lot of land containing 26 acres, described as commencing 33 feet west from the North West corner of Lot No. 2 running thence East with said Lot 58 2/3 Chains to the public Road, thence North 14° East 17 3/4 Chains thence west 59 3/5 Chains to the S. C. Rail Road, thence with said Rail Road to the point of beginning, being Lot No. 3, as assigned & attached to Sherrod G. Luckett in the division of the Estate of Emily Luckett, the lot hereby conveyed being the same as that described & conveyed to & conveyed by Sherrod G. Luckett wife to Nancy M. Luckett on June 1st 1868 by deed recorded in Book R. page 606 in the Chancery Clerk's office for said Co.

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Stewart or her assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said Stewart. We covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said M. E. Stewart can in her option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said M. E. Stewart or her assigns can in her option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to Mary E. Kelly.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said M. E. Stewart or her assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 26th day of January, A. D., 1895.

Witness J. M. Crafton Mary E. Kelly Seal John Kelly Seal

STATE OF MISSISSIPPI, } MADISON COUNTY, } Personally appeared before me, James Poustley Clerk of the Chancery Court in and for said County and State, the within named Mary E. Kelly & John Kelly wife & husband who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and official seal, this the 26th day of January, 1895.

James Poustley Clerk J. M. Crafton D. C.

Filed for Record at 5 o'clock 10 minutes P. M., the 26th day of Jan 1895. James Poustley CLERK. By D. C.

Handwritten: Purchased by J. M. Crafton, Attorney, Feb. 20 - 1896

Transferred to Will F. Stewart & C. C. Powell
Always bound to S. C. Powell & they stand in I want my usual form of promissory notes
W. H. Powell, Trustee

Whereas, we are indebted to S. C. Powell in the sum of One Hundred DOLLARS, as is evidenced by our promissory notes of even date herewith, due and payable as follows, to-wit: on the 1st Oct - 1875

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we Thomas & Isabella Broussard do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1875 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

the NW 1/2 of sec. 10. T. 9. R. 5 East, & one dark bay mare mule named Beck, one black mare mule named Kit - one horse sold as by said S. C. Powell - 5 head of cattle & their increase one wagon, including hereby convey all of the said mules, horses, cattle, wagon & crops that we now own or either of us possess, and also all corn that we now possess & all other personal property that we or either of us now own or possess or may hereafter acquire

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said S. C. Powell or his assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property, insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said S. C. Powell with the loss clause payable to said S. C. Powell we covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said S. C. Powell or his assigns can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said S. C. Powell or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said S. C. Powell or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 5th day of February A. D., 1895
Thomas & Broussard Seal
Isabella Broussard Seal
J. C. Pitchford

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, J. C. Pitchford an acting justice of the Peace in and for said County and State the within named Thomas & Broussard & Isabella Broussard husband and wife who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 5th day of February 1895
J. C. Pitchford Seal
Justice of the Peace for said Co. & State

Filed for Record at 8th o'clock 11th minutes A.M., the 11th day of February 1895
James Priestley CLERK.
By D. C.

Whereas, I am indebted to S. C. Powell in the sum of Three Hundred & Eighty nine 32/100 DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: one note for \$ 314.32 & four notes for \$ 75.00 both due Oct-1st 1895-

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, I am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, F. P. Thompson do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: my entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by me or any hands I may employ during the year 1895- in Madison County, Mississippi, and all of the rents, issues and profits arising from growing out of the property hereinafter described; also, all of my corn now on hand & all of my farming utensils & agricultural implements - now owned by me by those that I may here after acquire & own - also one serrel horse mule named Black, one dark bay horse, mule named Jobe - one wagon, and 6 head of Cattle, this increase being all of my property in said Co - including hereby to convey all of my property in said Co

Subs paid her 1/95-10/95-11/95-12/95

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said S. C. Powell or her assignees hereafter advance to me any other sums of money or other valuable thing, I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property; I covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said Powell with the loss clause payable to said Powell. I covenant and promise to pay when due all legal taxes assessed against said property. Should I not keep said property insured as aforesaid, or should I fail to pay said Taxes as aforesaid, then the said S. C. Powell can in her option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should I fail to perform or discharge any other obligations herein, said S. C. Powell or her assigns can in her option without notice to me declare all or any part of said notes due and payable, whether so by their terms or not. Now if, I shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should I fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given one days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me S. C. Powell. Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said S. C. Powell or her assigns I empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 18th day of February, A. D., 1895.

F. P. Thompson
Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, James P. Rostetter
F. P. Thompson in and for said County and State, the within named
F. P. Thompson who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 18th day of Feb, 1895.

James P. Rostetter Clerk

Filed for Record at 1:20 o'clock 18 minutes, M., the 18th day of Feb, 1895.

James P. Rostetter Clerk
By James P. Rostetter D. C.

Whereas, we are indebted to M. E. Stewart in the sum of one hundred and fifty four and 14/100 DOLLARS, as is evidenced by our two promissory notes of even date herewith, due and payable as follows, to-wit: One for \$80.42 due Dec 1st 1895 & one for \$73.22 due Dec 1st 1896

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we Julia A. Simmons do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1895-1896 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

All of that property described referred to and set apart to Julia Simmons by deed map & plat recorded in Book A a a page 104 & 105 in the Chancery Clerk's office for said Co & State & all other real Estate that we or either of us now own in said County

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Stewart or her assignees hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than \$1000 Dollars, in a Company acceptable to said Stewart with the loss clause payable to said Stewart. We covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Stewart can in her option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Stewart or her assigns can in her option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to M. E. Stewart

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said M. E. Stewart or her assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 19th day of February A. D., 1896

Julia A. Simmons Seal
J. Simmons Seal

STATE OF MISSISSIPPI, MADISON COUNTY. Personally appeared before me, James Poiriaty, Clerk of the Chancery Court and for Julia A. Simmons wife of M. E. Stewart who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and official seal, this the 19th day of February 1896

James Poiriaty
Per J. M. Craft

Filed for Record at 3 o'clock P.M., the 19th day of Feb 1896

James Poiriaty Clerk
By D. C.

Subscribed by under M. E. Stewart Dec 16 1896 a new & having been taken with Sewall printer

The bond will be taken in such case as per 242 - returned from this deed of trust the vendors have not been having been given to the 10th

Whereas I am indebted to James M Leitch in the sum of Seven Hundred and Eighty DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: one for \$281.66 due one year after date one for \$260.00 due two years after date & one for \$283.34 due three years after date.

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, I am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, Mary Bell Bradley do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: my entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by me or any hands I may employ during the year 1895 & 1896 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The S 1/2 N 1/2 NE 1/4 & S 1/2 NW 1/4 & N 1/2 W 1/2 SE 1/4 & N 1/2 S 1/4 & NW 1/4 Sec. 27 & E 1/2 NW 1/4 & S 1/2 N 1/2 NE 1/4 & E 1/2 NE 1/4 Section 28 all in Town. 8 Range 2 West

I declare that I am married & over the age of 21 years

I trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Leitch or his assigns hereafter advance to me any other sums of money or other valuable thing, I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, I covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said Leitch with the loss clause payable to said Leitch I covenant and promise to pay when due all legal taxes assessed against said property. Should I not keep said property insured as aforesaid, or should I fail to pay said Taxes as aforesaid, then the said Leitch or assigns can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should I fail to perform or discharge any other obligations herein said Leitch or his assigns can in his option without notice to me declare all or any part of said notes due and payable, whether so by their terms or not. Now if I shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But should I fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained; then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction, to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof, before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me. Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said James M. Leitch or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 5th day of February A. D., 1896

Mary Bell Bradley

STATE OF MISSISSIPPI, MADISON COUNTY. Personally appeared before me S. J. Lester Mayor of Florida Miss & Ex officio Justice of the Peace in and for said County and State, the within named Mary Bell Bradley who acknowledged that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 6th day of February 1896

S. J. Lester Mayor of Florida & Ex officio J. P. in Florida Miss

Filed for Record at 2 o'clock minutes P. M., the 19th day of February 1896

Jas Postley CLERK

Whereas, we are indebted to Dr. J. P. Frazer in the sum of Fourteen Hundred & Eighty five & 03/100 DOLLARS, as is evidenced by our six promissory notes of even date herewith, due and payable as follows, to-wit: one for \$293.³³, one for \$275.⁰⁰, one for \$256.⁶⁷, one for \$238.³⁴, one for \$220.⁰⁰, one for \$261.⁶⁸ due in one two three four five & six years after date respectively each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we Alice M. J. N. Ray do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1895, 1896, 1897, 1898, 1899, 1900 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; during the existence of the indebtedness secured hereby

Also the Lot 2 in Sec. 4. Town. 7 Range 3 East & the SW⁴ Sec. 28 and E² SE⁴ Sec. 29. and the N² and SW⁴ Section 33 Town. 8. Range 3 East

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Dr. J. P. Frazer or his assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said Dr. J. P. Frazer with the loss clause payable to said Dr. J. P. Frazer we covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Dr. J. P. Frazer or assigns can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Dr. J. P. Frazer or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Dr. J. P. Frazer or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 19th day of February A. D., 1896

J. H. Ray Alice M. Ray

STATE OF MISSISSIPPI, }
MADISON COUNTY. }

Personally appeared before me, James Poistley Clerk State Chancery in and for said County and State, the within named Alice M. Ray J. H. Ray wife of Husband who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 19th day of February 1896

James Poistley Clerk
J. M. Crawford D. C.

Filed for Record at 12 o'clock 12 minutes, N. Y. the 19th day of Feb 1896

James Poistley CLERK.
By J. M. Crawford D. C.

Original recorded 1897 L. D. 59

Whereas, we are indebted to James M Litch in the sum of Five Hundred DOLLARS, as is evidenced by our 4

promissory notes of even date herewith, due and payable as follows, to-wit: one for \$140.00 - one for \$130.00 - one for \$120.00
& one for \$110.00 due in one, two, three, & four years respectively

each of said notes bearing interest after their respective maturities at the rate of .10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged,

we John A. & Amelia Bridgman do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our

entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the years 1895, 1896, 1897, & 1898 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; during the existence of the indebtedness secured hereby

Also the W 1/2 W 1/2 W 1/2 Sec. 3 and E 1/2 E 1/2 (less 3 1/4 acres off the west side thereof), in Sec. 4, Town. 9, Range 1, East & 16 acres out of South East Corner of lot 8 in Sec. 33 and the W 1/2 Lot 5 in Sec. 34, Town 10 Range 1 East - also my undivided one half interest in the gin house & press on the lands of Andrew J. Helms

101
Notified in full of M. Litch 12/12/98

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commission upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Litch or his assignees hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property,

we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said Litch with the loss clause payable to said Litch or assigns - we covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Litch or assigns can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Litch or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said J. M. Litch or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 7th day of February, A. D. 1895

W. H. Powell J. A. Bridgman Amelia & Bridgman

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, James P. Smith, Clerk of the
Chancery Court in and for said County and State, the within named John A. Bridgman
and Amelia Bridgman his wife who acknowledged that John A. Bridgman
instrument on the day and year therein mentioned. signed, sealed and delivered the foregoing

Given under my hand and official seal, this the 22nd day of February, 1895
James P. Smith
J. M. Crawford D. C.

Filed for Record at 2 o'clock P. M., the 22 day of Feb, 1895
James P. Smith CLERK.
J. M. Crawford D. C.

Whereas, me indebted to Foot Litch & Powell in the sum of Eighty DOLLARS, as is evidenced by one promissory notes of even date herewith, due and payable as follows, to-wit: due Oct- 1st 1896

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, me desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, me J. F. & V. K. Meek do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands me may employ during the year 1895 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one white horse named Bob and one bay mare named Nellie said Nellie this day sold us by said Foot Litch & Powell & one wagon, being all of the horse mares & wagon that we or either of us now own or possess

Subs paid in full a money claim in his debt which was secured

In trust upon these terms and conditions, viz: me covenant and agree to pay said W. H. POWELL, as Trustee, 5 percent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Foot Litch & Powell or their assigns hereafter advance to us any other sums of money or other valuable thing, me covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, me covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Dollars, in a Company acceptable to said Litch with the loss clause payable to said me covenant and promise to pay when due all legal taxes assessed against said property. Should me not keep said property insured as aforesaid, or should me fail to pay said Taxes as aforesaid, then the said Foot Litch & Powell can in their option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should me fail to perform or discharge any other obligations herein, said Foot Litch & Powell or their assigns can in their option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if me shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should me fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given one days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured, and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Foot Litch & Powell or their assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 23rd day of February A. D., 1895

J. F. Meek Seal
V. K. Meek Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. }

Personally appeared before me, Jas Priestley in and for said County and State, the within named J. F. Meek & V. K. Meek husband and wife who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 27th day of February 1895

Jas Priestley
Chancery Clerk

Filed for Record at 11 o'clock a. M., the 27 day of Feb, 1895

Jas Priestley CLERK.
D. C.

Whereas, we and indebted to S. B. Powell in the sum of \$ 100⁰⁰

DOLLARS, as is evidenced by our promissory notes of even date herewith, due and payable as follows, to-wit: On October 1st 1895, one Hundred Dollars

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, Moses & Annie Phillips do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands, we may employ during the year 1895 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

the E 1/2 S W 1/4 & W 1/2 S E 1/4 Sec. 28, Town 12 Range 5 East

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said S. B. Powell or his assignees hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Hundred Dollars, in a Company acceptable to said S. B. Powell with the loss clause payable to said S. B. Powell covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said S. B. Powell can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations, herein, said S. B. Powell or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given one days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us S. B. Powell

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said S. B. Powell or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 23rd day of February A. D., 1895

Attest
W. B. Jones
W. H. Powell

Moses Phillips Seal
Annie Phillips Seal
Moses Seal

STATE OF MISSISSIPPI,

MADISON COUNTY.

Personally appeared before me, the undersigned, Clerk of the County Court, the above named M. B. Jones, one of the subscribers to the foregoing deed, who being duly sworn, depose and say that he saw the above named M. B. Jones and Moses & Annie Phillips at the time and place mentioned in the deed, and that he saw them sign the same in the presence of the said Moses & Annie Phillips and that they are the true and lawful owners of the property therein mentioned, and that they are the true and lawful owners of the property therein mentioned, and that they are the true and lawful owners of the property therein mentioned, and that they are the true and lawful owners of the property therein mentioned.

Given under my hand and official seal, this the 2nd day of March 1895

Gas Priestley
J. M. Craft

Filed for Record at 12 o'clock 30 minutes P. M., the 2 day of March 1895

Gas Priestley : CLERK.
D. C.

One 1/2 S W 1/4 & W 1/2 S E 1/4 Sec. 28, Town 12 Range 5 East

Whereas, I am indebted to H. D. Prustley in the sum of Two Hundred and fifty DOLLARS, as is evidenced by W. H. 10 promissory notes of even date herewith, due and payable as follows, to-wit: For \$200.00 \$190.00 \$180.00 \$170.00 \$160.00 \$150.00 \$140.00 \$130.00 \$120.00 \$110.00 due in one two three four five six seven eight nine & ten years after date respectively each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, I am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, W. H. Hoover do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison, and State of Mississippi, to-wit: My entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by me or any hands I may employ during the years 1895-1896-1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; during the existence of the indebtedness secured hereby also 18 acres out of the S.W. corner of NW 1/4 lying South West of Birdy Creek in Sec. 25, and the S 1/2 of Sec. 25 & NE 1/4 & NW 1/2 SE 1/4 Sec. 26 and NW 1/2 E 1/2 NW 1/4 Sec. 36 all in Town. 12 Range 3 East

I have never resided upon any of said Lands & do not now the debt hereby secured is a portion of the purchase money loaned me by said H. D. Prustley arising out of a sale of said Land by the Trustee this day

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said H. D. Prustley or his assigns hereafter advance to us any other sums of money or other valuable thing, I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, I covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than Three Hundred Dollars, in a Company acceptable to said H. D. Prustley with the loss clause payable to said H. D. Prustley I covenant and promise to pay when due all legal taxes assessed against said property. Should I not keep said property insured, as aforesaid, or should I fail to pay said Taxes as aforesaid, then the said H. D. Prustley or assigns can in their option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should I fail to perform or discharge any other obligations herein, said H. D. Prustley or his assigns can in their option without notice to me declare all or any part of said notes due and payable, whether so by their terms or not. Now if I shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should I fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me

Should said W. H. POWELL, from death or any other cause fail, refuse, or neglect to perform the duties of Trustee as aforesaid, then the said H. D. Prustley or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 4th day of March 1895

W. H. Hoover

STATE OF MISSISSIPPI, }
 MADISON COUNTY. } Personally appeared before me, James Prustley
the Chancery Clerk W. H. Hoover in and for said County and State, the within named
he who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 4th day of March 1895

James Prustley

Filed for Record at 1 o'clock P. M., the 4th day of March 1895

J. Prustley CLERK.

 D. C.

Billed due on promissory of above 500 to Eva & Prustley by R. C. Lee atty.

Transferred to Eva & Prustley June 21 1899 by H. D. Prustley

July 10 1896
Satisfied in full
E. Collins
for James Maxwell

Whereas, I am indebted to Sallie W. Deukens in the sum of Seventeen Hundred & Sixty DOLLARS, as is evidenced by my own promissory notes of even date herewith, due and payable as follows, to-wit: due one year after date

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, I am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, I, James W. Maxwell Jr. do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: my entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by me or any hands. I may employ during the year 1895 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also during the existence of the indebtedness secured

hereby, also Lot 9 in Sec. 25, Town 10 Range 1 East 4 (N 1/2 S E 1/4 & S W 1/4 Sec. 29) & S 1/2 Lot 7 in Sec. 30 & N E 1/4 & N 1/2 E 1/2 N W 1/4 Sec. 31 & (N 1/2 N W 1/4 Sec. 32) in Town 10 Range 2 East & a lot of land commencing at a stake 612 yards north of the south west corner of the E 1/2 of Sec. 7 T. 9. R. 2. E & running thence south 60 yards & thence east 140 yards & thence north 60 yards & thence west 140 yards to the beginning, being the same property that I this day purchased at public sale from Albert S. Calawell Trustee and being all the property formerly owned by Michael & Francis E. Russell.

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, 5 percent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Sallie W. Deukens or her assigns hereafter advance to me any other sums of money or other valuable thing, I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property. I covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one Hundred Dollars, in a Company acceptable to said Sallie W. Deukens with the loss clause payable to said Sallie W. Deukens. I covenant and promise to pay when due all legal taxes assessed against said property. Should I not keep said property insured as aforesaid, or should I fail to pay said Taxes, as aforesaid, then the said Sallie W. Deukens or assigns can in their option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should I fail to perform or discharge any other obligations herein, said Sallie W. Deukens or her assigns can in their option without notice to declare all or any part of said notes due and payable, whether so by their terms or not. Now if I shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should I fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House, in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid; then the said Sallie W. Deukens or her assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 5 day of March, A. D., 1895

James W. Maxwell Jr. Sallie W. Deukens

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, James Prustley Clerk of the Chancery Court in and for said County and State, the within named James W. Maxwell Jr. who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal, this the 5 day of March, 1895

James Prustley

Filed for Record at 12 o'clock 5 minutes, M., the 5 day of March, 1895
James Prustley CLERK.
BY James Prustley D. C.

Whereas, *we are* indebted to *R. M. Baldorell* in the sum of *Eighteen hundred* and *seven* ^{*00*}/_{*100*} DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *the fifth day of January 1896*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *we are* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *we Abraham Jones* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *our* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *us* or any hands *we* may employ during the year *1895* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, *lot No 3 in square No 5 as laid off according to the original plan of the town of Canton. Said lot fronts 100 feet on the south side of Peace street and runs back south 200 feet.*

Subscribed by each of property by Printed May 2nd, 1896 R. M. Baldorell

In trust upon these terms and conditions, viz: *we* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *R. M. Baldorell* or *his* assigns hereafter advance to *us* any other sums of money or other valuable thing, *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *we* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *Five* Dollars, in a Company acceptable to said *R. M. Baldorell* with the loss clause payable to said *R. M. Baldorell* covenant and promise to pay when due all legal taxes assessed against said property. Should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the said *R. M. Baldorell or assigns* can in *the* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *R. M. Baldorell* or *his* assigns can in *the* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *10* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *R. M. Baldorell* or *his* assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *5th* day of *March* A. D., 189*5*

A. Jones Seal
Abraham Jones Seal
Seal

STATE OF MISSISSIPPI, MADISON COUNTY. Personally appeared before me, *James P. Ricketts* in and for said County and State, the within named *Abraham Jones* who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and official seal, this the *16* day of *March* 189*5*

James P. Ricketts
J. M. G.

Filed for Record at *9* o'clock *16* minutes *a* M., the *16* day of *March* 189*5*

Fee paid 175-

James P. Ricketts CLERK.
BY: _____ D. C.

Whereas we are indebted to S. L. Powell in the sum of One Hundred and eighty DOLLARS, as is evidenced by our three promissory notes of even date herewith; due and payable as follows, to-wit: one for \$65.00, one for \$60.00 and one for \$55.00 due in one, two & three years after date respectively.

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we Jacob & Amanda Madison hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands. We may employ during the year 1895-1896 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The E 1/2 S E 1/4 & N 1/2 W 1/2 S E 1/4 Sec. 22, Town 12, Range 5, East

The indebtedness secured hereby is hereby secured with and interest to W. H. Stuyvesant P. 20th 1895 S. C. Powell

Satisfy for full due 14 5 1897 W. H. Powell Trustee

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said S. L. Powell or his assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than our Dollars, in a Company acceptable to said S. L. Powell with the loss clause payable to said S. L. Powell. We covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said S. L. Powell or assigns can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said S. L. Powell or his assigns can in their option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 5 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us. Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said S. L. Powell or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 28th day of February, A. D. 1895. Jacob Madison Seal Amanda Madison Seal

STATE OF MISSISSIPPI, MADISON COUNTY. Personally appeared before me, W. T. Lewis, Justice of the Peace, in and for said County and State the within named Jacob and Amanda Madison who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and official seal, this the 8th day of March, 1895.

W. T. Lewis J. P.

Filed for Record at 11:30 o'clock minutes A.M., the 16 day of March, 1895. Jas. Prustley CLERK. J. M. Craft D. C.

Whereas, I am indebted to S. L. Powell in the sum of one hundred and sixty two DOLLARS, as is evidenced by my three promissory notes of even date herewith, due and payable as follows, to-wit: one for \$58.50 due in one year after date respectively one for \$54.00 and one for \$49.50

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity; or after they have been declared due and payable hereunder; and whereas, I am desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, I Marion Gray do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: my entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by me or any hands I may employ during the year 3 1895, 4 1896, 5 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

the S.W. 1/4 of N.E. 1/4 Section 3, Town 7, Range One East less 5 acres off the west side of said 40 acres

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said S. L. Powell or his assigns hereafter advance to me any other sums of money or other valuable thing, I covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, I covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one hundred Dollars, in a Company acceptable to said S. L. Powell with the loss clause payable to said S. L. Powell I covenant and promise to pay when due all legal taxes assessed against said property. Should I not keep said property insured as aforesaid, or should I fail to pay said Taxes as aforesaid, then the said S. L. Powell or assigns can in their option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should I fail to perform or discharge any other obligations herein, said S. L. Powell or her assigns can in this option without notice to me declare all or any part of said notes due and payable, whether so by their terms or not. Now if I shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should I fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given five days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to me

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said S. L. Powell or her assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS my hand and seal, this the 18th day of March A. D., 1896

Marion Gray
Seal
Seal
Seal

Produce of S. L. Powell March 18 1896

Subscribed in full 11/18/95 by expert 11/17/95 in presence of S. L. Powell

STATE OF MISSISSIPPI, }
MADISON COUNTY } Personally appeared before me, Gas Paristley Clerk of the Chancery in and for said County and State, the within named Marion Gray who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 18th day of March 1896

Gas Paristley Chy Clerk
J. M. Grafton D. C.

Filed for Record at 2 o'clock P. M., the 23rd day of March 1896

Gas Paristley CLERK.
J. M. Grafton D. C.

Inno. for record to Mississippi State Court Summary 23rd 1897 Maxwell & Weber

Whereas, *We are* indebted to *Amybelle L Maxwell* in the sum of *One Hundred & Ninety Eight* DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *one year after date*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *We are* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained; and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *we Dora Weber & A. Weber* hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: ~~entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by or any hands may employ during the year in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,~~

Beginning on the South side of Fulton Street at the North West Corner of the lot upon which the County Jail is located which point of beginning is *7* feet West of the South West Corner of the intersection of said Fulton with East or Lyons Street & running thence West along the South side of said Fulton Street 140 feet & thence South 400 feet to Academy Street & thence East along the North side of Academy Street 140 feet to the South West Corner of said jail Lot & thence North 400 feet to the point of beginning = there is a prior lien upon the 1/2 of above lot favor B & L. association of Canton Miss.

In trust upon these terms and conditions, viz: *We* covenant and agree to pay said W. H. POWELL, as Trustee, *10* per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *Maxwell* or *her* assigns hereafter advance to *us* any other sums of money or other valuable thing, *we* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *we* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *Five Hundred* Dollars, in a Company acceptable to said *Maxwell & assigns* with the loss clause payable to said *Maxwell & assigns* - *we* covenant and promise to pay when due all legal taxes assessed against said property. Should *we* not keep said property insured as aforesaid, or should *we* fail to pay said Taxes as aforesaid, then the said *Maxwell or assigns* can in *their* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *we* fail to perform or discharge any other obligations herein, said *Maxwell* or *her* assigns can in *their* option without notice to *us* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *we* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *we* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *10* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *Maxwell* or *her* assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *29th* day of *March* A.D. 189*5*
Dora Weber Seal
Alex Weber Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *James Priestley* Clerk of the *Chancery Court* in and for said County and State the within named *Dora Weber and A. Weber wife & husband* who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *29th* day of *March* 189*5*
James Priestley Clerk
J. M. Crafton D.C.

Filed for Record at *3:10* o'clock *P.*M., the *29th* day of *March* 189*5*
James Priestley CLERK.
By *J. M. Crafton* D. C.

Whereas, *we are* indebted to *J. Compton* in the sum of *Three Hundred & Eleven & 30/100* DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *one thousand 1st 1895*

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *we are* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *me J.R. Lewis & C.T. Lewis* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of *Canton*, County of *Madison* and State of *Mississippi*, to-wit: *our* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *us* or any hands *us* may employ during the year *1895* in *Madison* County, *Mississippi*, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one mouse colored mare mule named Kate
one black " " " Beck
one bay " " " Add
one wagon mule head of cattle & their increase
one black horse this day purchased by said Compton from Chamber
being all of the mules horses morn and wagon & cattle
that we or either of us own now or possess, also all cows
that we or either of us now own or possess. This line
is cumulative & additional to the line now held by said
Compton by contract or law and we discharge of any
line he now holds we are husband and wife

In trust upon these terms and conditions, viz: *me* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *J. Compton* or *his* assigns hereafter advance to *us* any other sums of money or other valuable thing, *me* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *me* covenant and promise to keep the buildings upon said property insured against loss by fire in a firm not less than *one* Dollars, in a Company acceptable to said *Compton* with the loss clause payable to said *Compton* covenant and promise to pay when due all legal taxes assessed against said property. Should *me* not keep said property insured as aforesaid, or should *me* fail to pay said Taxes as aforesaid, then the said *Compton* can in *his* option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *me* fail to perform or discharge any other obligations herein, said *Compton* or *his* assigns can in *his* option without notice to *me* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *me* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *me* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *five* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *us*

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *J. Compton* or *his* assigns *is* empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *our* hand and seal, this the *23rd* day of *March* A. D. 189*5*

J. R. Lewis Seal
C. T. Lewis Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. }

Personally appeared before me, *Gas Pristley* in and for said County and State, the within named *J. R. Lewis* who acknowledged that *he* signed sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *30th* day of *March* 189*5*

Gas Pristley

Filed for Record at *4* o'clock *P*. M., the *30* day of *March* 189*5*

Gas Pristley CLERK.
J. M. Crawford D. C.

M. J. Weatherly & Co. Deeds 176/189

Whereas, we are indebted to M. J. Weatherly in the sum of Three Hundred and Seventy five DOLLARS, as is evidenced by our five promissory notes of even date herewith, due and payable as follows, to-wit: for \$ 225.00 - \$ 210.00 \$ 195.00 \$ 180.00 + \$ 165.00 due in one, two, three, four & five years after date respectively.

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we are desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we Courtney C. Kirby & M. J. Weatherly do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by or any hands may employ during the year in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described, also,

Beginning on the North side of Peace Street at the South West Corner of the Lot now resided upon by M. J. Weatherly & running thence West 131 feet along the North side of said Street to the South East Corner of the Courthouse Lot & thence North 200 feet to the Catholic Church Lot & thence East 131 feet to the North West Corner of said M. J. Weatherly Lot & thence South 200 feet to the point of beginning

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said M. J. Weatherly or his assigns hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than Three Hundred Dollars, in a Company acceptable to said M. J. Weatherly with the loss clause payable to said M. J. Weatherly. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said M. J. Weatherly or assignee can in their option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said M. J. Weatherly or his assigns can in this option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said M. J. Weatherly or his assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this the 29th day of March A. D., 1896

Courtney C. Weatherly Seal
R. P. Weatherly Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, James Priestley
K. Kirby Clerk in and for said County and State, the within named Courtney C. and
M. J. Weatherly who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 1 day of April 1896

James Priestley Chy. Clerk

Filed for Record at 12 o'clock a. M., the 1 day of April 1896

James Priestley CLERK.
By James Priestley D. C.

Whereas Me indebted to Dr J P Hogan in the sum of two thousand six hundred and sixty five DOLLARS, as is evidenced by two promissory notes of even date herewith, due and payable as follows, to-wit:

one for \$465.00 due Jan 16 1895 one for \$1680.00 due Feb 15 1896 one for \$156.00 due for \$1000.00 + one for \$560.00 due Dec 16 1895-1896-1897-1898-1899 respectively

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, Me desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, Me do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the City of Canton, County of Madison and State of Mississippi, to-wit:

entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1895-1896-7-8-1899 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; during the existence of this law also 10 acres in Section 14 of T2E2S6E4 north of said fence in sec 2 & E2NE4 less 12 acres out NW corner of T2E2S6E4 + all of SE4 lying West of N. of J. of RR sec 11 + 26 acres in S2W2NE4 lying West of said RR sec 12 and 3 acres in NW corner of E4 lying West of said RR + 15 acres in NE4 lying north of plank fence in sec 14 all in T10R3E4 and all other lands that are within of us own own or may hereafter own in said county also Policy No 658449 and the proceeds thereof issued by the Mutual Life Insurance Company of New York upon the life of Bettie M. Kiser. Should one not pay the premiums upon said policy as they fall due said Hogan is authorized to pay them and charge to us and the money so expended shall bear 10% per annum

Paid by annual Dec 10-1897 J P Hogan

The home lot in Canton Miss is not included in this deed in any manner

In trust upon these terms and conditions, viz: Me covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said J P Hogan or his assigns hereafter advance to us any other sums of money or other valuable thing, Me covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, Me covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than two Dollars, in a Company acceptable to said Dr J P Hogan with the loss clause payable to said Dr J P Hogan me covenant and promise to pay when due all legal taxes assessed against said property. Should Me not keep said property insured as aforesaid, or should me fail to pay said Taxes as aforesaid, then the said Dr J P Hogan or assigns can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should me fail to perform or discharge any other obligations herein, said Dr J P Hogan or his assigns can in his option without notice to me declare all or any part of said notes due and payable, whether so by their terms or not. Now if me shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should me fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 5 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to us

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Dr J P Hogan or his assigns is empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS me hand and seal, this the 16th day of April A. D., 1895

Bettie M. Kiser Seal
L A Kiser Seal
L A Kiser Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. }

Personally appeared before me, James Cusley Clerk of Court, in and for said County and State, the within named Bettie M. Kiser & L A Kiser who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 16th day of April 1895

James Cusley Clerk

Filed for Record at 3 o'clock P minutes 17 day of April 1895

James Cusley Clerk
Jim G. G. G. D. C.

Whereas, we all indebted to Dr J P Hargis in the sum of five hundred and forty three DOLLARS; as is evidenced by our three promissory notes of even date herewith, due and payable as follows, to-wit: Five 102⁰⁰ \$20⁰⁰ + \$220⁰⁰ due one two and three years after date respectively.

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, we all desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, we do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: our

entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by us or any hands we may employ during the year 1895 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, during the existence of the indebtedness

now secured hereby also the E² N² NE⁴ & SE² E² NE⁴ + NE² E² SE⁴ Sec 12 Township 7 R 2 E and lot 4 in sec 7 + lot 4 in sec 18 Township 7 R 3 E also one Gray have remained unpaid also any interest that we may own in the SE² E² SE⁴ + E² N² SE⁴ sec 12 Town 7 R 2 E - we all both unimpaired

Vertical handwritten note on the left margin: June 11/97

In trust upon these terms and conditions, viz: we covenant and agree to pay said W. H. POWELL, as Trustee, 6 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said Dr J P Hargis or his assignees hereafter advance to us any other sums of money or other valuable thing, we covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property;

we covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than one thousand Dollars, in a Company acceptable to said Dr J P Hargis with the loss clause payable to said Dr J P Hargis - we covenant and promise to pay when due all legal taxes assessed against said property. Should we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Dr J P Hargis can in his option insure said property or pay said Taxes, and the sums of money so paid out shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should we fail to perform or discharge any other obligations herein, said Dr J P Hargis or his assigns can in his option without notice to us declare all or any part of said notes due and payable, whether so by their terms or not. Now if we shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should we fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given 10 days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to M. E. Hamill

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Dr J P Hargis or his assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS our hand and seal, this 18 day of April A. D. 1895
Mary E. Hamill Seal
E. B. Hamill Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, Gas Priestley
a Chauncy Leitch in and for said County and State, the within named Mary E
E. B. Hamill who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 15 day of April 1895
Gas Priestley Leitch
J. M. Grafton

Filed for Record at 2 o'clock 1 minutes P.M. the 18 day of April 1895
Gas Priestley CLERK.
By J. M. Grafton D. C.

Whereas, *Me and Mrs. Powell* indebted to *J. P. Frazier* in the sum of *467.50* DOLLARS, as is evidenced by *two* promissory notes of even date herewith, due and payable as follows, to-wit:

On the 24th day of November 1895

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 10 per cent. attorney's fee if placed in the hands of an attorney, for collection after maturity, or after they have been declared due and payable hereunder; and whereas, *Me and Mrs. Powell* desirous of securing the prompt payment of each and all of said notes as well as the due performance of all the other covenants and promises recited in this deed; now therefore, in consideration of the premises, to secure said promissory notes and the covenants herein contained, and for One Dollar cash in hand paid me by W. H. POWELL, Trustee, the receipt of which is hereby acknowledged, *Me B. F. Fearman* do hereby convey and warrant unto the said W. H. POWELL, Trustee, and his successors in office, forever, the following described property, lying, being and situated in the city of Canton, County of Madison and State of Mississippi, to-wit: *our* entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by *them* or any hands *they* may employ during the year *1895* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

A stake 612 yds north of D M corner of Sec 7 T9 R 2 E & running thence north 70 yds, thence East 140 yds, thence South 70 yds and thence West 140 yds to the beginning; also beginning at a stake 682 yds north of the S W corner of Sec 7 T9 R 2 E & running thence north 595 yds, thence East 140 yds, thence South 590 yds, thence West 140 yds to the beginning. also one light bay mare mule named Bob, one dark horse mule named Paul, one dark bay and white mare named Sue, one dark bay mare mule named Millie, one dark bay horse named Button, also seven head of cattle, also one pair of hens, three chickens, one pair of geese, also one pair of turkeys, also one pair of ducks.

Accepted Nov 20 1895

W. H. Powell

In trust upon these terms and conditions, viz: *Me* covenant and agree to pay said W. H. POWELL, as Trustee, 5 per cent. commissions upon the indebtedness secured by this deed of trust as compensation for his services as trustee in executing this trust. Should the said *J. P. Frazier* or *his* assigns hereafter advance to *us* any other sums of money or other valuable thing, *Me* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *Mrs. Powell* covenant and promise to keep the buildings upon said property insured against loss by fire for not less than *500* Dollars, in a Company acceptable to said *J. P. Frazier* with the loss clause payable to said *J. P. Frazier* and promise to pay when due all legal taxes assessed against said property. Should *J. P. Frazier* not keep said property insured as aforesaid, or should *Me* fall to pay said Taxes as aforesaid, then the said *J. P. Frazier* can in *his* option insure said property or pay said Taxes, and the sums of money so paid shall be and is hereby secured by this deed of trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent. per annum. Said W. H. POWELL, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of said promissory notes, when due, or should *Me* fail to perform or discharge any other obligations herein, said *J. P. Frazier* or *his* assigns can in *his* option without notice to *Me* declare all or any part of said notes due and payable, whether so by their terms or not. Now if *Me* shall, well and truly pay each and all of said promissory notes as they severally mature and faithfully perform and discharge all of the other undertakings, promises and covenants herein contained, then this conveyance shall be null and void.

But, should *Me* fail to pay either of said promissory notes when due, or fail to perform or discharge either of the other undertakings, promises or covenants herein contained, then in either of the cases the said W. H. POWELL, Trustee, may enter into and take possession of all the property hereby conveyed and sell the same before the South door of the Court House in Canton, Mississippi, at public auction to the highest bidder, for cash, after having given *10* days notice of the time and place of said sale by posting a written or printed notice thereof before the South door of said Court House and convey the property so sold to the purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, he shall first pay the costs and expenses of executing this trust, including his commission as aforesaid; and second, pay the indebtedness secured and intended to be secured by this deed of trust to the owners thereof, and should any balance remain he shall pay it over to *Me*.

Should said W. H. POWELL, from death or any other cause fail, refuse or neglect to perform the duties of Trustee as aforesaid, then the said *J. P. Frazier* or *his* assigns are empowered to appoint in writing some one else in his stead with all of the powers herein conferred upon said W. H. POWELL, Trustee.

WITNESS *Me* hand and seal, this the *20* day of *April*, A. D., 189*5*.

E. J. Fearman Seal
B. F. Fearman Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, }

Personally appeared before me, *Jas. Prustley* in and for said County and State, *Me* within named *E. J. Fearman* who acknowledged that *they* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the *20* day of *April*, 189*5*.

Jas Prustley Clerk

Filed for Record at *6* o'clock *P.* M., the *20* day of *April*, 189*5*.

Jas Prustley Clerk
John Graham D. C.