

Whereas I am indebted to George Harvey in the sum of one thousand and forty & 1/100 DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: Due November 1st 1897

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 Louis Loring 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 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 2 1/2 1/2 NE 1/4 Sec 2 Twp 7 R 1 E also one

bay horse name Dan - one black horse mule named Benben - one dark sorrel mare named Battie - one dark sorrel mare named Libby - one light colored mare named Ella - 10 head of cattle and one wagon being all of my land cows horses mules cattle and wagons that I now own and possess

I declare that I am unincumbered and that there is no lien upon said property except this

This was witnessed by Edward Kingy witness as to be in presence of

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 George Harvey 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 George Harvey with the loss clause payable to said George Harvey 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 George Harvey 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 George Harvey 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 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 George Harvey 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 Nov. A. D., 1896

Louis Loring Seal Seal Seal

STATE OF MISSISSIPPI, } MADISON COUNTY } Personally appeared before me, G. R. Kemp, a Chancery Clerk in and for said County and State, the within named Louis Loring 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 19th day of Nov. 1896

G. R. Kemp Chancery Clerk

Filed for Record at 12 o'clock 40 minutes P. M., the 19 day of Nov. 1896

G. R. Kemp CLERK.

BY D. C.

Whereas, we are indebted to John Hoast in the sum of thirteen hundred and fifty (1950.00) DOLLARS, as is evidenced by one five

promissory notes of even date herewith, due and payable as follows, to-wit: Five \$450.00 + \$420.00 + \$390.00 + \$360.00 + \$330.00 due in 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 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: but

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 1897 & 1898 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, the 1/4 Sec 10 & 1/2 Sec 15 Township 11 Range 5 East

& the N 1/4 Sec 23 & 1/2 Sec 24 Township 12 Range 5 East, also one gray horse named Belle & one dark bay horse named Pompey & one dark bay mare mule named Jennie & also all stock that we or either of us may purchase during the year 1896 & 1897.

*Subst. by John Hoast
part of property by
7 notes will be turned*

100.
200
0

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 John Hoast 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 John Hoast Dollars, in a Company acceptable to said John Hoast

with the loss clause payable to said John Hoast 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 John Hoast 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 John Hoast or his assigns can in his 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 John Hoast 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 us hand and seal, this the 14th day of November A. D., 1896

E. H. Anderson Seal
E. L. Anderson Seal
E. J. Anderson Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. }
Personally appeared before me, G. W. Adams E. H. Anderson
a Justice (Justice) of the Peace in and for said County and State, the within named E. H. Anderson
E. L. Anderson & E. J. Anderson 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 14th day of November 1896
G. W. Adams Justice of the Peace
in and for said County and State

Filed for Record at 1 o'clock PM, the 14th day of Decr 1896
E. R. Kemp CLERK.
By J. M. Brantley D. C.

John Hoast & family of Canton, Miss. 1896-1897

The 1/2 of Sec 23 & 1/2 of Sec 24 Township 12 Range 5 East is shared & divided between my wife and I from 1897 to 1900

9 copies of this copy of bond to certify to validity of instrument. 2998 #1105 - full copy of instrument. 100 - full copy of instrument. 100 - full copy of instrument.

Whereas, we are indebted to M. E. Stewart in the sum of one thousand and eighty DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: Two and three 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, M. E. Stewart 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, Julius 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: 1707 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 we may employ during the year 1897 & 1898 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, and all of that property described referred to & set apart to Julius Simmons by deed maps & plat recorded in Books of said pages 104 & 105 in the Chancery Clerk's office for said County & all other real Estate now owned by us or either of us

In trust upon these terms and conditions, viz: M. E. Stewart 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. E. Stewart 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 Trustee with the loss clause payable to said M. E. 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 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 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 secondly 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 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 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 16 day of Dec A. D., 1896

Julius A. Simmons Seal
J. Simmons Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, G. R. Kemp in and for said County and State, the within named Julius A. Simmons 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 Dec 1896

G. R. Kemp Clerk
J. M. Grafton & Co

Filed for Record at 9 o'clock, 17 minutes of A. M., the 17 day of Dec 1896
G. R. Kemp Clerk
J. M. Grafton & Co D. C.

Whereas, We are indebted to James M. Leitch in the sum of Three hundred and twenty 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, 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, we John C. 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: me

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... 1897... 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 in that deed of trust recorded in Book G B page 265 in the Chancery Clerk's office for said County and all other land that me or either of us have own or may hereafter acquire

Dec 15 1897 Satisfied in full J. M. Leitch

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 Leitch 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 Leitch with the loss clause payable to said Leitch 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 Leitch 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 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 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 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 me hand and seal, this the 15th day of December A. D., 1897. That W. H. Powell, Jake Jones, Carter Jones

STATE OF MISSISSIPPI, Madison County Personally appeared before me, G. R. Kemp in and for said County and State, the within named Jake Jones & Carter 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 15th day of December 1897

G. R. Kemp Chancery Clerk Madison County

Filed for Record at 5 o'clock minutes P. M., the 16 day of Dec 1897. G. R. Kemp CLERK. J. M. Leitch D. C.

The notes for 9186 were paid but were in full June 17 1896
Subscribed in full 2/11/99 by Wm Powell with wife & children
deposited in full 1/16/99 in register of Wm Powell
to credit of Wm Powell

Whereas, *We are* indebted to *J. H. Powell* in the sum of *two thousand four hundred* DOLLARS, as is evidenced by *two* promissory notes of even date herewith, due and payable as follows, to-wit: *Two \$186 + \$84 + \$77 due in 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 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, *Jacob Madison* 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 *me* may employ during the year *1897 & 1898* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, *one 1/2 Sec 4 & 1/2 Sec 22 Town 12 Range 5 East also one black horse mule named Cete. one mouse colored mare mule named Kate. 6 head of cattle and their increase. one wagon & all farming utensils. being all the land horses mules cattle wagon & farming utensils that are or either of us now own or possess also all other property that we 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 *J. H. 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, *one* dollar, in a Company acceptable to said *J. H. Powell* with the loss clause payable to said *J. H. Powell* *me* 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. H. Powell* or *his* assigns can in *them* 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. H. 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 *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 *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 *J. H. 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 *J. H. Powell* 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 *17th* day of *December* A. D., 189*6*

Jacob Madison Seal
Paranda Madison Seal
Jas Madison Seal

STATE OF MISSISSIPPI,
MADISON COUNTY. Personally appeared before me, *J. R. Kemp* in and for said County and State, the within named *Jacob Madison* *Anna and Madison* husband & wife 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 *17* day of *Dec* 189*6*

J. R. Kemp Clerk
J. M. Grafton de

Filed for Record at *3:09* o'clock *P* M., the *17* day of *Dec* 189*6*

J. R. Kemp CLERK.
By *J. M. Grafton* D. C.

Whereas Me me indebted to Blanche Howell in the sum of sixty (60) DOLLARS, as is evidenced by six (6) promissory notes of even date herewith, due and payable as follows, to-wit: sixty (60) sixty (60) sixty (60) sixty (60) sixty (60) sixty (60) six hundred and sixty (660) dup. one (1) two (2) three (3) four (4) five (5) six (6) 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, Me 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 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: all 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 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 1897 Dec 2 Town of Orange 3 East

Sole Trustee by Sub of Property by the Trustee
 12/21 1894 by Sub of Property by the Trustee
 1897

60 60 Nov 11/97
 " 60 " 11/97
 " 60 " 11/97
 " 60 1/00
 " 60 1/01
 " 60 1/02

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 Blanche Howell or her assignees 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 Blanche Howell with the loss clause payable to said Blanche Howell - 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 Blanche Howell 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 me fail to perform or discharge any other obligations herein, said Blanche Howell 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 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 Blanche Howell 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 me hand and seal, this the 1st day of Dec A. D., 1896

attest: W H Powell

Evaline J. Thomas Seal
Kim T. Thomas Seal
me Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY } Personally appeared before me, GR Kemp
Chancery Clerk in and for said County and State, the herein named Evaline
Thomas wife of Thomas 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 17 day of dec 1896

GR Kemp Clerk
Im Crafton J C

Filed for Record at 2 o'clock P. M., the 18th day of December 1896

GR Kemp CLERK.
Im Crafton BY D. C.

Whereas, *we are* indebted to *Maud M. Sykes* in the sum of *Three (3)* DOLLARS, as is evidenced by *Three (3)* promissory notes of even date herewith, due and payable as follows, to-wit: *One hundred and forty eight (148) Dollars* *One hundred and eighty one (181) Dollars* *due one (1) two (2) three (3) 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* 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: *part* 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 *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 1/4 sec 2 Town 9 Range 3 East*

The first two notes have been paid to, by Maud M. Sykes (Miss. Carr.) 3/14/1897

Satisfied in full by
Farmer received
Farmer ally Smith
Nov. 16 1897
W. H. Powell
W. H. Powell Attorney at Law

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 *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 *Maud M. Sykes* with the loss clause payable to said *Maud M. Sykes* *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 *Maud M. Sykes* 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 *Maud M. Sykes* or *her* assigns can in *her* 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 *Maud M. Sykes* 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 *we* hand and seal, this the *14* day of *December* A. D., 1896

attest *W. H. Powell*

Eraline Thomas *her* *Thomas* Seal
Frank Thomas *his* *Thomas* Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY. } Personally appeared before me, *G. R. Kemp*
Eraline Thomas & Frank Thomas in and for said County and State, the within named *they* 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 *17th* day of *December* 1896

G. R. Kemp
J. M. Grafton

Filed for Record at *2* o'clock *30* minutes P. M., the *18* day of *Dec* 1896.

G. R. Kemp CLERK.
 By *J. M. Grafton* D. C.

Whereas, *Me* are indebted to *S. H. Powell* in the sum of *two hundred and thirty* DOLLARS; as is evidenced by *two* promissory notes of even date herewith, due and payable as follows, to-wit: *two hundred and thirty (\$212.32)*

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* 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* 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 *me* or any hands *me* may employ during the year *1897 & 1898* 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. H. Powell sec 2 Town 9 Range 3 East*

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 *S. H. Powell* 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 *S. H. Powell* with the loss clause payable to said *S. H. Powell* *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 *S. H. 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 *me* fail to perform or discharge any other obligations herein, said *S. H. Powell* 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 *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. H. Powell* 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 *my* hand and seal, this the *1st* day of *December* A. D., 189*6*
W. H. Powell
Pauline for Thomas
Frank his Thomas

STATE OF MISSISSIPPI,
MADISON COUNTY.
Personally appeared before me, *J. R. Kemp*
Chappie Kemp in and for said County and State, the within named *Pauline Thomas*
Frank Thomas 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 *17* day of *Dec* 189*6*

J. R. Kemp
J. M. Crafton
Filed for Record at *3* o'clock *P.* M., the *18* day of *Dec* 189*6*
J. R. Kemp CLERK
J. M. Crafton D. C.

Presented to Clerk of Court by *Pauline Thomas* & *Frank Thomas* 10/1/98 by *Pauline Thomas* with *Gunnell*

Whereas, I am indebted to S. H. Dunkins in the sum of thirty 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 20 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 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 1897 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 the 1/2 Sec 9 Range 2 East and 1/2 Sec 10 Range 2 East lying East of Learton and Howard Bluff Road

Submitted to Landers Jones or Agent of Madison County 17th 1897

In trust upon these terms and conditions, viz: I covenant and agree to pay said W. H. POWELL, as Trustee, the 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. H. Dunkins 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 \$1000 Dollars, in a Company acceptable to said S. H. Dunkins. 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. H. Dunkins 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 S. H. Dunkins 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 S. H. Dunkins 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 my hand and seal, this 18th day of December, A. D. 1896 J. G. McBride

STATE OF MISSISSIPPI, MADISON COUNTY. Personally appeared before me, G. R. Kemp in and for said County and State, the within named J. G. McBride 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 18th day of Decr 1896 G. R. Kemp CC

Filed for Record at 8 2 o'clock 30 minutes P. M., the 18 day of Decr 1896 G. R. Kemp CLERK. J. M. Bradford D. C.

Whereas, *Meane* indebted to *A. D. Gunning* in the sum of *Five hundred and fifty* DOLLARS, as is evidenced by *one* promissory notes of even date herewith, due and payable as follows, to-wit: *Five 20.00 of 6.5% + 60.00 + 15.50 due in full two, three and 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, *meane* 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, *Meane* 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 *me* or any hands *me* may employ during the year *1897 & 1898* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, *The 1/2 S 1/4 Sec 10 Range 10 East and all other lands that one or either of us may now or hereafter own*

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 *Gunning* or *me* assignees 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 *Gunning* with the loss clause payable to said *Gunning*. *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 *Gunning* 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 *me* fail to perform or discharge any other obligations herein, said *Gunning* 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 *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 *A. D. Gunning* 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 *me* hand and seal, this the *16th* day of *December* A. D., 189*6*

J. W. Boyd Seal
Angus Boyd Seal
me Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, *E. P. Kemp*
J. W. Boyd & Angus Boyd in and for said County and State, the within named *they* 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 *December* 189*6*

E. P. Kemp
J. W. Boyd

Filed for Record at *3* o'clock *25* minutes *P.*M., the *19* day of *Dec* 189*6*

E. P. Kemp CLERK.
J. W. Boyd D. C.

This property is being conveyed to the holder by the undersigned and is not to be taken as a mortgage.

The indubitable copy received by this clerk - must not be compared with and returned to Curran Smith January 11 1896

Whereas, *we are* indebted to *A. G. Gough* in the sum of *Five (5)* DOLLARS, as is evidenced by *Five (5)* promissory notes of even date herewith, due and payable as follows, to-wit: *one hundred and seventy two (172) one hundred and sixty one (161) one hundred and forty nine (149) one hundred and forty seven (147) one hundred and forty five (145)*...

...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*...

Satisfied in this January 16 1896

In trust upon these terms and conditions, viz: *A. G. Gough* 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 *A. G. Gough* 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* Dollars, in a Company acceptable to said *Gough*...

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*...

WITNESS *our* hand and seal, this *1st* day of *December*, A. D. *1896*
W. H. Powell Seal
William Moore Seal
Jarissa Moore Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY }
Personally appeared before me, *G. R. Kemp* in and for said County and State, the within named *William Moore & Jarissa Moore 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 *21* day of *December*, 189*6*
G. R. Kemp
Chancery Clerk

Filed for Record at *9* o'clock *10* minutes, *21st* day of *December*, 189*6*
G. R. Kemp CLERK.
BY *J. M. Knight* D. C.

Whereas Me and indebted to S. H. Powell in the sum of Three Hundred DOLLARS, as is evidenced by three (3) promissory notes of even date herewith, due and payable as follows, to-wit: one Hundred and Eighty 300.00 one Hundred and thirty one and 6/100 (9/102) due in one, two and three 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, Me and 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 and 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: None

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 1897-1898 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, 3 1/2 Acres sec 29 & 12 R. 5 East one bay iron mill

named Gallie one black horse mule named Bird one black yearling bull & all other property that one or either of us now own or may hereafter own

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 S. H. Powell or her assignees 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 S. H. Powell with the loss clause payable to said S. H. Powell - 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 S. H. 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 me fail to perform or discharge any other obligations herein, said S. H. Powell 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 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 S. H. Powell 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 me hand and seal, this the 19th day of November A. D., 1896
Edmond Pops his Prof
See Bell Pops his Prof
me

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, James M. Holt
a Justice of the Peace in and for said County and State, the within named Edmond Pops
and wife See Bell Pops 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 November 1896

James M. Holt JP
in and for Madison Co Miss
Filed for Record at 12 o'clock 40 minutes P. M., the 21 day of December 1896
W. R. Camp CLERK.
BY James M. Holt D. C.

Transferred without release to A. R. South 12 5 1896

Sally Bird in full use 22/99 by my ch. & aff. bonds
been paid for last time
The note for 108.33 from 11/11/97 is upon full
A. R. South witness

State of Mississippi, Madison County, personally appeared before me, J. B. Elliott, Attorney Public, the within named parties, who acknowledged that the signed instrument on the day and year therein mentioned, was their free and voluntary act and deed, and that they intended the same to be binding and enforceable in law.

Whereas, *We are* indebted to *Saidor H. Besdorff* in the sum of *Five Hundred & Fifty* 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, *Mr. O. A. Josie Shumard* 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 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, Beginning at the South West corner of Mrs. Stewart's lot on Section 1st street then running South on line of said street 33 feet to the N. H. Graves line, thence East 100 feet, then North 33 feet, thence West 100 feet to point of beginning and all other land that one or either of us now own or may hereafter acquire*

In trust upon these terms and conditions, viz: *We* covenant and agree to pay said W. H. POWELL, as Trustee, *10* 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 *Saidor H. Besdorff* 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 *Saidor H. Besdorff* with the loss clause payable to said *Saidor H. Besdorff*. *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 *Saidor H. Besdorff* 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 *Saidor H. Besdorff* or *his* assigns can in *his* 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 *Saidor H. Besdorff* 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 *15th* day of *December*, A. D. 189 *6*

O. A. Shumard Seal
Josie Shumard Seal

STATE OF MISSISSIPPI, }
 Madison County, } Personally appeared before me, *Jos. Elliott*
 a *Josie Shumard* in and for said County and State, the within named
Josie Shumard 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 *15th* day of *December*, 189 *6*
Jos. Elliott Attorney Public
April 29th 1899

Filed for Record at *9* o'clock, *13* minutes of *13* day of *March*, 189 *6*
 By *J. B. Elliott* CLERK.
J. M. Gouffier D. C.

Whereas, we are indebted to S. B. Powell in the sum of Four Hundred and one 7/10 DOLLARS, as is evidenced by our promissory notes of even date herewith, due and payable as follows, to-wit: Two Hundred and twenty five Dollars and Cents hundred and twenty five both due Oct. 1st/1907

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 N. H. & A. H. Heales 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 1897 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 Bill one gray mare mule named "Kit" one bay mare mule named Nell 4 head of cattle one wagon one cornel mare named Nettie being all the mules wagons horses mares and cattle that we now own or possess and all other personal property that we or either of us hereafter acquire - This D/S is not a waiver of any lien now in favor of said S. B. Powell either as Landlord or holder of Deed in trust

In trust upon these terms and conditions, viz. we N. H. & A. H. Heales 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 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 we Dollars, in a Company acceptable to said S. B. Powell with the loss clause payable to said S. B. 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. B. 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 we fail to perform or discharge any other obligations herein, said S. B. Powell 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 we 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. B. Powell 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 my hand and seal, this the 2nd day of January A. D., 1897.
N. H. Heales Seal
A. H. Heales Seal
A. H. Heales Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, G. R. Kemp
Chancery Clerk in and for said County and State, the within named N. H. & A. H. Heales 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 2nd day of January 1897.
G. R. Kemp clerk

Filed for Record at 2 o'clock P. M., the 2 day of January 1897.
G. R. Kemp CLERK.
By 1 D. C.

Satisfy paid me 1/97 Westcott

Whereas, we are indebted to W. H. Powell in the sum of Five Hundred & Forty Five 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 W. H. 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, we Ellen J. Passmore & B. F. 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: 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 East side of Liberty Street at the S.W. cor. of the present Residence Lot of Ed Stinson and running thence South 95 feet along the East side of said Street to the North West Corner of the present Residence Lot of Inten and thence East 200 feet to the Hill Lot and thence North 95 feet to the S.E. Cor. of said Stinson Lot and thence West 200 to the Beginning being Lot sold by A. H. Israss & F. Israss to Ellen J. Passmore also the following land in Davis County & State described as Beginning 612 yards North of the South West Corner of the E 1/2 of Sec. 7 Township 9 Range 2 East & running thence North 665 yards thence East 140 yards & thence South 665 yards & thence West 140 yards to the beginning containing 20 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, W. H. 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 B. F. Passmore with the loss clause payable to said B. F. Passmore = us 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 B. F. Passmore 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 B. F. Passmore 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 B. F. Passmore 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 2nd day of January, A. D., 1897

Ellen J. Passmore Seal
B. F. Passmore Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, G. R. Kemp
Charley S. Sisk in and for said County and State, the within named
Ellen J. & 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 2nd day of January, 1897

G. R. Kemp clerk

Filed for Record at 3 o'clock 15 minutes P.M., the 2 day of January, 1897

G. R. Kemp CLERK.

By _____ D. C.

11/10/97 Transferred to Engle Kemp dates us full payment without account in me C. I. Gross

Whereas, we are indebted to A. D. Gunning in the sum of Three Hundred & Twelve DOLLARS, as is evidenced by our three promissory notes of even date herewith, due and payable as follows, to-wit: for \$1200 + \$1200 + \$95 34 due in one year three years after date respective by

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 Green Kate Edmunds & Lealie Cooper 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 1897 + 1898 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

E 1/2 S 1/4 + N 1/2 S 1/4 Sec 7 + E 1/2 S 1/4 Sec 18 Township 11 Range 4 East
also one bay mare mill named Sue

Subscribed in full 2/2/99 by my clerk on my St. Louis bank book No. C. checked for \$198.26
W. H. Powell
P. M. C.

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 Gunning 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 Gunning with the loss clause payable to said Gunning. 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 Gunning 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 Gunning or her 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 A. D. Gunning 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 us hand and seal, this the 29th day of December A. D., 1896.

Green Kate Edmunds Lealie Cooper
Lealie Cooper
A. D. Gunning
Walter Cooper

Concluded

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me J. B. Dewey
a member of Board of Supervisors in and for said County and State, the within named Green Kate Edmunds & Lealie Cooper 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 1st day of January 1897.

J. B. Dewey M. B. J. in & for
Dist No 5 said Co & State

Filed for Record at 1 o'clock 5 minutes P.M., the 2 day of Jan 1897.

J. B. Kemp CLERK.

By D. C.

Whereas, *we* *we* indebted to *A. D. Gunning* in the sum of *one hundred & thirty two* 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* 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 *1897* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

Lot 3 less 40 acres off of N corner Sec 35 Township 9 Range 4 East: also one black horse named Nigger the bay horse name Bill

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 *Gunning* 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 *Gunning* with the loss clause payable to said *Gunning* *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 *Gunning* or *his* 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 *Gunning* or *his* assigns can in *their* 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 *A. D. Gunning* 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 *our* hand and seal, this the *16th* day of *December* A. D., 189*6*

A. Gilbert
Mamie Gilbert
Seal Seal Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *J. B. Pitchford*
a *Justice of the Peace* in and for said County and State the within named *Alex. Gilbert & Mamie Gilbert* 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 *January* 189*7*

J. B. Pitchford J. P.

Filed for Record at *2* o'clock, *30* minutes *P.* M., the *3* day of *January* 189*7*
G. R. Kemp CLERK.

By *D. C.*

Copy in file 19728798 Appendix for Abstract

Whereas, *J. J. J.* indebted to *A. D. Gunning* in the sum of *three hundred* DOLLARS, as is evidenced by *three promissory notes of even date herewith, due and payable as follows, to-wit: \$100.00 + \$100.00 + \$100.00 due in one, two and three years after 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, *J. J. J.* 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. J. J.* 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 *1897-1898-1899* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

1/4 Sec 22 + NE 1/4 Sec 27 all in Township 9 Range 4 East: and one bay horse named Charley: one small horse named Sam.

*Transferred to Harry Gilbert
County of Madison*

Dam not married

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 *A. D. Gunning* 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 *Gunning* with the loss clause payable to said *Gunning*. *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 *Gunning* or *her* assigns 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 *Gunning* or *her* assigns can in *her* 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 *A. D. Gunning* 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 *2nd* day of *January* 189*7*.

Harry Gilbert
Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *G. R. Kemp*
Harry Gilbert in and for said County and State, the within named
Harry Gilbert 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 *2nd* day of *January* 189*7*.

G. R. Kemp

Filed for Record at *2* o'clock *52* minutes, M., the *4* day of *January* 189*7*.

G. R. Kemp CLERK.

BY: *D. C.*

Subscribed in face 11/20/1900

without witness on my part N. W. Cultured his unit record - June 31 at 1897
Salvaged this 9th day of July 1904 @ 10:00 AM

Whereas, we are indebted to Angelo Garbarino in the sum of one thousand three hundred and twenty 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 (B. G. Cassmore) 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 East side of Liberty Street at the South West Corner of the residence lot of Ed Stinson and running thence South 95 feet along the East side of said Street to the North West corner of the residence lot of A. Putner and thence East 200 feet to the Mill lot thence North 95 feet to said Stinson South East corner & thence West 200 feet to the beginning and also the following described property in Madison County in the State of Mississippi to-wit: Beginning 612 yards North of the S. W. Cor. of the E. 1/2 of Sec. 7 Township 9 Range 2 East and running thence North 665 yards and thence East 140 yards and thence South 665 yards and thence West 140 yards to the beginning containing 9 acres more or less

In trust upon these terms and conditions, viz: we (B. G. and E. J. Cassmore) 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 twelve thousand 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 his 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 Angelo Garbarino or his assigns be 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 July A. D., 1897

Ellis J. Cassmore Seal
B. G. Cassmore Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY } Personally appeared before me, G. R. Kemp
a Chas. E. Link in and for said County and State, the within named
Ellis J. & B. G. Cassmore 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 2nd day of July 1897

G. R. Kemp

Filed for Record at 3 o'clock 10 minutes P.M., the 2 day of July 1897

G. R. Kemp CLERK.
BY G. R. Kemp D. C.

Whereas, *we are* indebted to *E. H. Powell* in the sum of *Forty* DOLLARS, as is evidenced by *one* promissory notes of even date herewith; due and payable as follows, to-wit: *one on Oct 1, 1897*

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 & Caroline Avery* 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 *1897* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

all lands and personally that we or either of us now own or may hereafter acquire

In trust upon these terms and conditions, viz: *we Ephraim & Caroline Avery* 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. H. Powell* 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 *E. H. Powell* with the loss clause payable to said *E. H. 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 *E. H. 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 *we* fail to perform or discharge any other obligations herein, said *E. H. Powell* or *her* assigns can in *her* 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 *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 *E. H. Powell* or *her* assigns *he* 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 *Jan* day of *Jan* A. D., 189*7*

Ephraim Avery *Caroline Avery* *his* *her* mark *mark* *Seal* *Seal* *Seal*

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *G. R. Kemp*
a *Chas. P. Chancery Clerk* in and for said County and State, the within named *Ephraim and Caroline Avery* 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 *Jan* day of *Jan* 189*7*
G. R. Kemp Chancery Clerk

Filed for Record at *2* o'clock *P.* minutes *P.* M., the *2* day of *Jan* 189*7*
G. R. Kemp CLERK.

By *D. C.*

Sobers find in full Oct 1/1917 with Powell Powell

Whereas *I am* indebted to *J. C. Powell* in the sum of *200* DOLLARS, as is evidenced by *my* promissory notes of even date herewith, due and payable as follows, to-wit: *due Oct 1st 1897*

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, *I, Charles R. Rutledge* 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 *1897 & 1898* in *Madison* County, *Mississippi*, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one dark bay mare mule named Ida = one brown grey mare named Daisy bought this day - one wagon - 4 head of cattle + all farming utensils + implements that I now own being all the mules horses mares cattle and wagons that I formerly had or may own or 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 *J. 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 *J. C. Powell* with the loss clause payable to said *J. C. 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 *J. C. 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 *I* fail to perform or discharge any other obligations herein, said *J. C. Powell* or *her* 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 *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 *J. C. Powell*.

Should said *J. C. 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 *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 *my* hand and seal, this the *5th* day of *Jan* A. D., 189*7*

Charles R. Rutledge Sign
Sign
Sign

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *G. R. Kemp*
a. *Charles R. Rutledge* in and for said County and State the within named
Charles R. Rutledge 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 *5* day of *Jan* 189*7*

Filed for Record at *9* o'clock *0* minutes *P.M.*, the *5* day of *Jan* 189*7*
G. R. Kemp CLERK.
By *J. M. Crafer* D. C.

Subs paid Oct 1/97 with Powell & Powell

Whereas *I am* indebted to *J. H. Powell* in the sum of *50* DOLLARS, as is evidenced by *my* promissory notes of even date herewith, due and payable as follows, to-wit: *due Oct 1, 1897*

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, *J. H. Powell* 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 *1897* in *Madison* County, *Mississippi*, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one small mare mule named Kit: one bay mare named Gentes one wagon being all of my mules mares & wagons: also all of my plow, gears & farming implements and all other property that I may hereafter acquire or purchase or both

In trust upon these terms and conditions, viz: *I* 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 *J. H. 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* Dollars, in a Company acceptable to said *J. H. Powell* with the loss clause payable to said *J. H. 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 *J. H. 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 *I* fail to perform or discharge any other obligations herein, said *J. H. Powell* 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 *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 *J. H. Powell* 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 *my* hand and seal, this *18th* day of *January* A. D. 189*7*
J. H. Powell Seal
J. H. Powell Seal
J. H. Powell Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. }
Personally appeared before me, *W. R. Kemp*
a *Chancery Clerk* *W. R. Kemp* in and for said County and State, he within named
W. R. Kemp 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 *18th* day of *January* 189*7*

Filed for Record *3* o'clock *40* minutes *P.*M., the *18th* day of *January* 189*7*
W. R. Kemp CLERK.
John Griffin D. C.

Sales find in full Oct 11/97 W. H. Powell Trustee

Whereas *Lena Duffey Joseph & Mary a Duffey are* indebted to *W. H. Powell* in the sum of *one hundred and eighty four* DOLLARS, as is evidenced by *three* 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, *W. H. Powell* is 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. Powell* 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,~~

1/2 S W 1/4 + 60 acres of South End of E 1/2 S W 1/4 Sec 1 + 20 acres off of South end of E 1/2 N E 1/4 Section of Danks Creek + 40 off North End of E 1/2 N E 1/4 of Sec 2 + E 1/2 N 1/2 W 1/2 N W 1/4 + 24 acres out of N W cor. of E 1/2 N W 1/4 lying West of Rail Road in Sec 12 all in Township 10 Range 8 East

Satisfied 7/28/1900- J. J. Gubman

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 ~~money or other valuable thing~~ *I* assignees hereafter advance to ~~any other sum of~~ *I* 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~~ *I* Dollars, in a Company acceptable to said ~~with the loss clause payable to said~~ *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 *J. J. Gubman* 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 *J. J. Gubman* 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 *J. J. Gubman* 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 *9th* day of *January*, A. D., 189*7*

W. H. Powell
Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, *G. R. Kemp*
Clark of the Chancery Court in and for said County and State, the within named *he*
W. H. Powell 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 *9th* day of *January*, 189*7*

G. R. Kemp

Filed for Record at *12* o'clock *20* minutes *P*. M., the *9th* day of *January*, 189*7*

G. R. Kemp CLERK.

By *G. R. Kemp* D. C.

Whereas, we are indebted to M. J. Owen in the sum of four DOLLARS, as is evidenced by our four promissory notes of even date herewith, due and payable as follows, to-wit: one note for 6 sales of cotton due Oct 1, 1904, one note for 6 sales of cotton due Oct 1, 1905, one note for 6 sales of cotton due Oct 1, 1906 and one note for 7 sales of cotton due Oct 1, 1907 each of said sales to be made by said Owen in Canton, Miss. per all pages & whereof said Owen has agreed to advance us by Oct 1, 1907 or as early as possible 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. A. Ray, L. B. Ray, & W. A. 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: the 1/4 & 1/2 Sec 14 & 1/4 Sec 14 Dec 29 99 Range 5 East also 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 1907, 1908, 1909, 1910 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The 1/4 & 1/2 Sec 14 & 1/4 Sec 14 Dec 29 99 Range 5 East also
(M²)
The notes for said cotton are for the purchase money for said lands
by surrender of
Full's
W. D. Owen Jr
Satisfied
release of
notes &

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 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 M. J. Owen with the loss clause payable to said M. J. Owen. 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. J. Owen 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. J. Owen or assignee or her assigns can in his 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 and 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. Owen 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 29th day of December, A. D., 1897.

J. A. Ray Seal
W. A. Ray Seal
L. B. Ray Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY. } Personally appeared before me, G. P. Kemp in and for said County and State, the within named J. A. Ray, L. B. Ray, & W. A. Ray 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 31st day of December, 1897.

G. P. Kemp C. C.

Filed for Record at 1 o'clock, 0 minutes P. M., the 12 day of January, 1897
G. P. Kemp CLERK.
 By D. C.

Whereas, we are indebted to George Harvey in the sum of one hundred and ten DOLLARS, as is evidenced by our one (1) promissory notes of even date herewith, due and payable as follows, to-wit: one hundred and ten (\$100.00) due on Oct 1st 1897

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, Walter Lee 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 Walter Lee and Mary Lee 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

1/2 E 1/4 & W 1/4 Sec 10 acres off S end thereof Sec 2 10 acres out N 8 cor 1/2 E 1/4 N 1/4 Sec 11 all in T 8 R 3 E. one grey horse named Prince one red cow named Stella

In trust upon these terms and conditions, viz: we Walter and Mary Lee 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 George Harvey 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 George Harvey with the loss clause payable to said George Harvey = 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 George Harvey 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 George Harvey or his assigns can in his 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 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 George Harvey or his assigns he 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 14 day of January A. D., 1897.
Walter Lee Mary Lee
Walter Lee Mary Lee

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, G. R. Kempf
Walter and Mary Lee in and for said County and State, the within named they
instrument on the day and year therein mentioned. who acknowledged that they signed, sealed and delivered the foregoing

Given under my hand and official seal, this the 16th day of January 1897.
G. R. Kempf

Filed for Record at 2 o'clock, P. M., the 16 day of January 1897.
G. R. Kempf CLERK.
By G. R. Kempf D. C.

Satisfied Oct 1st 1897 George Harvey

Whereas, I am indebted to Joe Lutz, Trustee in the sum of Eighty + 30/100 DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: due Oct 1st 1897

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 Mill Thomas 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, one black mare named Alit full color used for farming implements that I now own

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 Lutz 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 \$1000 Dollars, in a Company acceptable to said Lutz with the loss clause payable to said Lutz 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 Lutz 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 Lutz 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

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 Lutz 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 14th day of January, 1897 A. D., 1897
Mill Thomas
Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, G. B. Kessinger
a Clerk of the Chancery in and for said County and State, the within named Mill Thomas 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 14th day of January, 1897

Filed for Record at 3 o'clock P. M., the 14 day of January, 1897
G. B. Kessinger CLERK.
By D. C.

Satisfied this 23rd day of July 1897 Joseph Lutz Trustee

Whereas, I, Paul Demmes indebted to Joseph Lutz Trustee in the sum of my DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: One hundred dollars \$100.00 due Oct 1st 1897

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, Paul Demmes 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, Paul Demmes 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 1897 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 color mare mule named Annie + all corn + farming utensils + implements that I now own

In trust upon these terms and conditions, viz: I (Paul Demmes) 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 Joseph Lutz Trustee 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 Joseph Lutz with the loss clause payable to said Joseph Lutz Trustee 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 Joseph Lutz Trustee 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 Joseph Lutz Trustee 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 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 Joseph Lutz Trustee or his 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 19 day of January, A. D., 1897

Paul Demmes
his
mark
Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY } Personally appeared before me, W. R. Kempf
Ch. of the Chancery Court in and for said County and State, the within named Paul Demmes
Paul Demmes 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 19 day of January, 1897
W. R. Kempf Clerk

Filed for Record at 13 o'clock 19 minutes, P. M., the 19 day of January, 1897
W. R. Kempf CLERK.
By _____ D. C.

Whereas, I am indebted to W. H. Powell in the sum of one hundred and fifty one DOLLARS, as is evidenced by promissory notes promissory notes of even date herewith, due and payable as follows, to-wit: one for \$157.00 and the other for \$100.00 both due October 1st 1897

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, J. W. 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one note for \$57.50 signed by J. W. Russum secured by wagon and one bay mare named Maud also one chestnut sorrel horse named Joe; one Iron grey mare mule named Skit one black horse mule named Henry; one wagon; 7 head of cattle being all of the mules, mare horses, cattle and wagon that I now own and possess - also all cows that I now own and all other personal property that I may hereafter purchase or acquire - This Deed in Trust is additional security to said Powell's Land Lord Lien and is not in waiver of it.

no-15747 Subst paid in full W. H. Powell

In trust upon these terms and conditions, viz: Huber 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 Huber or his assigns hereafter advance to me any other sums of money or other valuable thing, Huber covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, Huber covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than Huber Dollars, in a Company acceptable to said Huber with the loss clause payable to said Huber covenant and promise to pay when due all legal taxes assessed against said property. Should Huber not keep said property insured as aforesaid, or should Huber fail to pay said Taxes as aforesaid, then the said Huber can in Huber 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 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 Huber fail to perform or discharge any other obligations herein, said Huber or his assigns can in Huber option without notice to Huber declare all or any part of said notes due and payable, whether so by their terms or not. Now if Huber 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 Huber 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 Huber

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 Huber 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 21st day of January A. D., 1897

J. W. Russum Seal
J. W. Russum Seal
J. W. Russum Seal

STATE OF MISSISSIPPI,
MADISON COUNTY. Personally appeared before me, G. R. Kempf
a Charley C. Kempf In and for said County and State, the within named Huber
J. W. Russum who acknowledged that Huber signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 21st day of January 1897
G. R. Kempf C. C.

Filed for Record at 10 o'clock A. M. the 21 day of January 1897
G. R. Kempf CLERK.
By D. C.

Whereas I am indebted to W. H. Powell in the sum of one hundred and fifty two 82/100 DOLLARS, as is evidenced by my promissory notes of even date herewith; due and payable as follows, to-wit: two \$86.82 + \$65.18 worth due Oct. 14 / 97

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, 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one black horse mule named Alex: one black mare mule named "Kit" all corn and farming implements that I now have on hand & own

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 W. H. 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 none Dollars, in a Company acceptable to said W. H. Powell with the loss clause payable to said W. H. 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 W. H. 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 I fail to perform or discharge any other obligations herein, said W. H. Powell 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 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 W. H. 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 my hand and seal, this the 1st day of February A. D., 1897
Andrew Davis
Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, G. R. Kemp
a chancery clerk in and for said County and State, the within named Andrew Davis
Andrew Davis 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 1st day of Feb 1897

Filed for Record at 11 o'clock 30 minutes a.m., the 1st day of Feb, 1897
G. R. Kemp
CLERK.
By G. R. Kemp D. C.

copy find in full with Andrew Powell
Oct 15 1897

Whereas, I am indebted to Elizabeth Priestley in the sum of One hundred & twenty four & 6/100 DOLLARS, as is evidenced by promissory notes of even date herewith; due and payable as follows, to-wit: (25 9/10) 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, 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. D. Grantham 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... 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,

one acre of land upon which is erected the steam gin press and saw mill of said J. D. Grantham also said mill gin press, gins mill and saw mill engine boilers and fixtures of said J. D. Grantham being all the machinery, mill engine presses boilers & etc on said one acre of land belonging to said J. D. Grantham and also the N 1/2 N 1/4 Section 14 T 7 R 2 E

In trust upon these terms and conditions, viz: J. D. Grantham 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 Elizabeth Priestley 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 \$1000 Dollars, in a Company acceptable to said Elizabeth Priestley = 2 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 Elizabeth Priestley 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 Elizabeth Priestley or her assigns can in her 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 Elizabeth Priestley or her assigns be 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 22 day of January A. D., 1897 J. D. Grantham Seal Seal Seal

STATE OF MISSISSIPPI, } Personally appeared before me, G. R. Kempf, } MADISON COUNTY. } Clerk of the Chancery Court in and for said County and State, the within named J. D. Grantham 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 2 day of February 1897

G. R. Kempf Chancery Clerk

Filed for Record at 12 o'clock minutes M., the 2 day of February 1897 G. R. Kempf CLERK.

By D. C.

Hand printed in full with Powell's name

Whereas, W. H. Powell indebted to Augusta Garbarino in the sum of Five Hundred and Sixty Seven 5/10 DOLLARS, as is evidenced by our promissory notes of even date herewith, due and payable as follows, to-wit: Due December 15th 1897

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, W. H. 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, Lizzie & Owen G. Baldwin 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

1/2 E 1/2 N 1/4 + 1/2 NE 1/4 Sec 3 Township 9 Range 4 East. also E 1/2 S 1/4 + E 1/4 Sec 27 + E 1/2 + E 1/2 1/2 Sec 34 Township 10 Range 4 East. Also one horse named Plunkitt one horse named Benny one mule named Jim. one mare named Lu. one mare named Patey. one mare named Fanny. one mare named Anneta. one horse named Rubin. 10 cows and calves one yoke of Oxen being all of the lands horses mules mares cows and calves and Oxen that we or either of us 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 Augusta 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 Augusta 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 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 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 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 2nd day of February A. D. 1897
Lizzie G. Baldwin Seal
Owen G. Baldwin Seal

see 0797 sub 5 p. 1 from A. Garbarino

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, a Justice of the Peace Lizzie G. Owen & Baldwin wife and husband in and for said County and State, the within named they 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 February 1897
J. C. Bradford J. P.
Justice of the Peace in & for said
Co. & State

Filed for Record at 1 o'clock 0 minutes 0 M., the 6th day of July 1897
G. C. Kemp CLERK.
By _____ D. C.

Whereas, John W. Johnson indebted to John W. Johnson in the sum of Three Hundred Dollars, as is evidenced by three promissory notes of even date herewith, due and payable as follows, to-wit: Three Hundred Dollars (\$330.00) 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, John W. Johnson 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 1/2 1/2 Lot 2 in square 8 according to the original plan of the Town of Canton Mississippi; also 30 feet off the cross side 1/2 Lot 2 Square 8 said Lot & square being designated & laid off according to the original plan of the Town of Canton Miss.

In trust upon these terms and conditions, viz: Geo G Shackelford 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 John W. Johnson 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 Twenty Five Hundred Dollars, in a Company acceptable to said John W. Johnson with the loss clause payable to said John W. Johnson - 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 John W. Johnson 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 I fail to perform or discharge any other obligations herein, said John W. Johnson 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 John W. Johnson or his assigns be 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 July, A. D. 1897
Geo G Shackelford Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, G. R. Kempf
Clk of the Chancery Court in and for said County and State, the within named Geo G Shackelford
Geo G Shackelford 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 8th day of February, 1897

G. R. Kempf
Chancery Clerk

Filed for Record at 11 o'clock AM, the 10 day of July, 1897
G. R. Kempf CLERK.
By D. C.

From summe sold here on the principle of the note Johnson
The clyth discaurd by this Iy is removed by a new note of 2000 dated Aug 1 1903
I retained full paym of this debt
This is copy of the debt
John W Johnson

Whereas, We are indebted to Elizabeth A. Pruetty in the sum of one thousand and fifty dollars (\$1,500) DOLLARS, as is evidenced by two promissory notes of even date herewith, due and payable as follows, to-wit:

Eighty two \$2000 (\$16,000) dollars and seventy five dollars due one
and 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 Wilson Union Planters and Maury McMillie 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: land

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 1897-1898 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The 800, sec 5 T11 R 5 East and one black mare mule named Mike and one black horse mule named Prince. also five head of cattle & one wagon being all of the land mules cattle & wagon that we or either of us now own.

Promissory notes to give in lieu let being 1897 by Elizabeth A. Pruetty
 subscribed in full we 23rd of January 1897

In trust upon these terms and conditions, viz: Maury McMillie 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 Elizabeth A. Pruetty 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 100 Dollars, in a Company acceptable to said Elizabeth A. Pruetty with the loss clause payable to said Elizabeth A. Pruetty 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 Elizabeth A. Pruetty 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 Elizabeth A. Pruetty or her assigns can in her option without notice to Elizabeth A. Pruetty 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 Elizabeth A. Pruetty 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 12 day of February A. D., 1897

Amanda McMillie Maury McMillie Wilson Union Planters

STATE OF MISSISSIPPI, }
 MADISON COUNTY, } Personally appeared before me, St. W. Adams
 a Justice of the Peace in and for said County and State, the within named Wilson Union
Planters and Amanda McMillie 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 13 day of February 1897

St. W. Adams
 Justice of the Peace in
 Madison County, Mississippi

Filed for Record at 8 o'clock AM, the 15th day of Feb 1897

W. R. Knapp CLERK.
 By John L. Adams D. C.

Whereas I am indebted to John Mahan in the sum of one thousand DOLLARS, as is evidenced by two hundred and eighty (280) dollars due on the 1st of January 1897 and twenty (20) dollars due on the 1st of March 1897 promissory notes of even date herewith, due and payable as follows, to-wit: Two hundred and eighty (280) dollars due on the 1st of January 1897 and twenty (20) dollars due on the 1st of March 1897 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, John Mahan 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 Canal Street at the south West corner of the Board & Kelly lot and running thence north with her line 15 feet and thence West 42 feet to a stake and thence north 150 feet to Canal Street and thence East along the north margin of Canal Street 42 feet to the point of beginning being all of the real estate that I own in said City (I am unmarried)

10/1/97 sum of 1st note paid 280.00
 sum of 2nd note paid 20.00
 sum of 3rd note paid 20.00
 sum of 4th note paid 20.00
 sum of 5th note paid 20.00
 sum of 6th note paid 20.00
 sum of 7th note paid 20.00
 sum of 8th note paid 20.00
 sum of 9th note paid 20.00
 sum of 10th note paid 20.00
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 sum of 82nd note paid 20.00
 sum of 83rd note paid 20.00
 sum of 84th note paid 20.00
 sum of 85th note paid 20.00
 sum of 86th note paid 20.00
 sum of 87th note paid 20.00
 sum of 88th note paid 20.00
 sum of 89th note paid 20.00
 sum of 90th note paid 20.00
 sum of 91st note paid 20.00
 sum of 92nd note paid 20.00
 sum of 93rd note paid 20.00
 sum of 94th note paid 20.00
 sum of 95th note paid 20.00
 sum of 96th note paid 20.00
 sum of 97th note paid 20.00
 sum of 98th note paid 20.00
 sum of 99th note paid 20.00
 sum of 100th note paid 20.00

In trust upon these terms and conditions, viz: John Mahan 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 John Mahan or his assigns hereafter advance to me any other sums of money of other valuable thing, John Mahan covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, John Mahan 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 John Mahan with the loss clause payable to said John Mahan John Mahan covenant and promise to pay when due all legal taxes assessed against said property. Should John Mahan not keep said property insured as aforesaid, or should John Mahan fail to pay said Taxes as aforesaid, then the said John Mahan 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 John Mahan fail to perform or discharge any other obligations herein, said John Mahan or his assigns can in his option without notice to John Mahan declare all or any part of said notes due and payable, whether so by their terms or not. Now if John Mahan 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 John Mahan 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 John Mahan or his assigns me 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 17th day of February A. D., 1897

John Mahan Seal
John Mahan Seal
John Mahan Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY. } Personally appeared before me, W. H. Powell
 a John Mahan In and for said County and State, the within named John Mahan
John Mahan who acknowledged that John Mahan 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 February 1897

Filed for Record at 12 o'clock 12 minutes 12 M., the 13 day of Feb 1897
W. H. Powell CLERK.
John Mahan D. C.

Whereas, I am indebted to Lena Dunsley in the sum of Three Hundred & Fifty DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: on Oct 25th 1896 & accounts to date on Oct 25th 1897 interest on all calculated to Oct 25th 1897

each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and 5 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, E. H. Williams 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one dark bay horse named Morgan one light bay horse named Trip one black mare named Midge one black mare named Daisy one bay mare mule named Jennie one black mare mule named V. C. one light bay horse mule named Pete one wagon being the only wagon that I own

I declare that I own all of the above property and there is no lien upon any of it except to Isidore as evidenced by deed in trust this day given him

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 Lena Dunsley 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 none Dollars, in a Company acceptable to said Lena Dunsley with the loss clause payable to said Lena Dunsley 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 Lena Dunsley 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 Lena Dunsley or her assigns can in her 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 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 Lena Dunsley 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 20th day of July A. D., 1897

E. H. Williams

Subst paid in full Lena Dunsley per Dunsley

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, G. R. Kemp
a. Chambers Islet in and for said County and State, the within named
E. H. Williams 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 20th day of July 1897

G. R. Kemp
Chambers Islet

Filed for Record at 3 o'clock P. M., the 20 day of July 1897

G. R. Kemp CLERK.
By _____ D. C.

Whereas, I am indebted to Isidor Heisdorffer in the sum of Five Hundred & Fifty DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: One Nov 1st 1897

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, E. W. Williams 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one dark bay horse named Morgan one light bay horse named Trip one black mare named Madge one black mare named Daisy one bay mare mule named Jennie one black mare mule named Vic one light bay horse mule named Pete one wagon being the only wagon that I own

I now declare that I own all of the above property & there is no encumbrance upon any of it

Satisfied in full Heisdorffer

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 Isidor Heisdorffer 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, 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 Isidor Heisdorffer with the loss clause payable to said Isidor Heisdorffer 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 Isidor Heisdorffer 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 Heisdorffer 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 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 Heisdorffer 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 20th day of July A. D., 1897

E. W. Williams Seal Seal Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, G. R. Kempf
Charney Clerk in and for said County and State, the within named E. W. Williams
E. W. Williams 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 20th day of July 1897

G. R. Kempf
Charney Clerk

Filed for Record at 2 o'clock 45 minutes P.M., the 20 day of July 1897

G. R. Kempf CLERK.

BY: D. C.

Whereas, *We are* indebted to *Mississippi State Bank* in the sum of *One Thousand & thirty four & 1/10* DOLLARS, as is evidenced by *our two* promissory notes of even date herewith, due and payable as follows, to-wit: *for \$1000.00 + 64.35 due in one and 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 Stokes & Annie Green* 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 *1897 & 1898* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

beginning at the South East corner of the South West 1/4 of Sec 30 Township 8 Range 3 East & running thence West 80 rods & thence North 40 rods and thence East 80 rods & thence South 40 rods to the beginning containing 20 acres more or less and being all the lands that we or either of us now own or possess also 2 oxen, 1 cow & one sorrel horse named Bravy being all of the oxen, cows, and horses that we or either of us now own also all of our farming implements and utensils.

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 *Fifty* Dollars, in a Company acceptable to said *Mississippi State Bank* with the loss clause payable to said *Mississippi State Bank* = *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* fall 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 *their* 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 *Three* 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 *23rd* day of *July* A. D., 189*7*.
Attest *Stokes & Annie Green* *Stokes Green*
W. H. Powell

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, *G. R. Kemp*
a: *Charles P. the County Clerk* in and for said County and State, the within named *Stokes Green & Annie Green* 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 *July* 189*7*.
G. R. Kemp

Filed for Record at *2* o'clock *0* minutes *0* M., the *23* day of *February* 189*7*.
G. R. Kemp CLERK.
By *G. R. Kemp* D. C.

The note for 3000 in full 12/16/97

Name forwarded to the Backs of Florida

This deed from first Mrs. Mary Smith...

Whereas, we are indebted to Angelo Garbarino in the sum of Five DOLLARS, as is evidenced by our ten promissory notes of even date herewith, due and payable as follows, to-wit: Five Hundred Dollars Two Hundred and Eighty Five Dollars Two Hundred and Seventy Dollars Two Hundred and Fifty Five Dollars Two Hundred and Forty Dollars Two Hundred and Twenty Five Dollars Two Hundred and Ten 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, we A. B. & J. M. Wiles Sarah E. Crawford 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 1897, 1898 & 1899, in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, during this trust also

1/2 Sec 1 and 1/2 Sec 2 R 2 N 1/2 Lots 2 and 6 and all Lots 7 and 8, Sec 4 R 2 N 1/2 NE 1/4 and 1/2 E 1/2 NE 1/4 Sec 9 R 2 N 1/2 NE 1/4 and E 1/2 NE 1/4 Sec 10 R 2 N Intending to convey all of the lands that we or either of us now own or have any interest in we and all our heirs

In trust upon these terms and conditions, viz: we A. B. & J. M. Wiles Sarah E. Crawford 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 one 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 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 Angelo Garbarino or his assigns can in his 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 Angelo Garbarino 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 my hand and seal, this 24 day of February, A. D., 1897.

S. E. Crawford Seal
J. M. Wiles Seal
A. B. Wiles Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY, } Personally appeared before me, O. N. Phillips
A. B. Wiles & J. M. Wiles & Sarah E. Crawford in and for said County and State the within named
Justice of the Peace 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 25 day of February, 1897.

O. N. Phillips Justice of the Peace for Madison County, Miss.

Filed for Record at 9 o'clock 4 minutes A. M., the 26 day of February, 1897.
G. R. Kewick CLERK.

By _____ D. C.

This note per 300 in bond was 1897

Whereas, *we* are indebted to *W. H. Powell* in the sum of *one hundred and thirty one and 15/100* DOLLARS, as is evidenced by *one* promissory notes of even date herewith, due and payable as follows, to-wit: *due Oct 15th 1897*

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. H. McCarty & W. W. 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 *1897* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

one iron grey mare mule named Kit and one mule colored mule named Roddy being the two mules it is day sold us by said W. H. Powell also all corn that we or either of us now own and a Duplex gin sharpener being the only gin sharpener that we are either of us 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 *W. H. Powell* 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 *one* Dollars, in a Company acceptable to said *W. H. Powell* with the loss clause payable to said *W. H. 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 *W. H. 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 *we* fail to perform or discharge any other obligations herein, said *W. H. Powell* or *her* assigns can in *her* 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 *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 *W. H. 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 *our* hand and seal, this the *26th* day of *Feb* A. D., 1897

J. H. McCarty Seal
W. W. Jones Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, }

Personally appeared before me, *G. R. Kempf* in and for said County and State, the within named *J. H. McCarty & W. W. 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 *26th* day of *February* 1897

G. R. Kempf Clerk

Filed for Record at *10* o'clock *10* minutes *9* M., the *26th* day of *Feb* 1897

G. R. Kempf CLERK.

By _____ D. C.

The money in this is our will back to him if any injury to his property is done by us in that way if it is our money

Whereas we are indebted to J. Gross in the sum of seven thousand seven hundred and seventy two 94/100 DOLLARS, as is evidenced by my bond promissory notes of even date herewith, due and payable as follows; to-wit: one note for \$1100.00 due March 1897 & one note for \$573.33 due one year after date & one note for \$543.33 due two years after date and one note for \$564.60 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, E. B. Ineed & J. Ineed 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: land 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 1897 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 Lots 1 & 2 & 7 & 8 of Lot 4 and Lots 6 & 8 in sec 21 & the S E 1/4 Sec 26 Town 10 Range 2 East also the S W 1/4 sec 30 and N W 1/4 sec 31 Town also all notes accounts mortgages and debts in trust now due us or within of us during the year 1897

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. Gross 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 J. Gross with the loss clause payable to said J. Gross 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. Gross or his 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 J. Gross 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 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. Gross 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 my hand and seal, this the 10 day of March A. D., 1897.
E. B. Ineed Seal
J. Ineed Seal
J. Ineed Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY. } Personally appeared before me, George C. Reid
 a Justice of the Peace, in and for said County and State, the within named E. B. Ineed and wife J. Ineed 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 30 day of March 1897.
Geo. C. Reid Justice of the Peace
 in and for Madison County

Filed for Record at 10 o'clock A M., the 30 day of March 1897.
W. R. Kemp CLERK.
 BY J. M. Knapp D. C.

as per minutes full made me this day C. L. Jones

Whereas, *We are* indebted to *J. P. Traugott* in the sum of *(5764.50)* Dollars, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: *On January the first 1898*

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 M. Grafton & A. Grafton* 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 *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; *until this trust deed is satisfied also \$4.00 less 32 acres off*

North End in sec 27 911 R 3 East. It being the land we bought of C. D. Krummalt and is our homestead upon which we own like also we own home mule named Alex. one black mare mule named Blue. one gray mare named Worms also 2 white cows one red Jersey named Jersey one spotted cow named Lily also one two (2) four wheel skin wagon and one top buggy. The above is all the land mule cows. Wagon and buggy is all our own

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. Traugott* 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,

J. P. Traugott & assigns covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *J. P. Traugott and assigns* Dollars, in a Company acceptable to said *J. P. Traugott and assigns* with the loss clause payable to said *J. P. Traugott or assigns* - *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 *J. P. Traugott 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 *J. P. Traugott or assigns* 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 *J. P. Traugott* 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 *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. P. Traugott* or *his* assigns *me* 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 *4th* day of *February* A. D., 189*7*

M. Grafton *A. Grafton*

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *H. R. Kemp*
a *Lesian, cum le vide* in and for said County and State, the within named *M. Grafton & A. Grafton* 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 *4th* day of *February* 189*7*

Filed for Record at *10* o'clock *AM*, the *3rd* day of *March* 189*7*
By *H. R. Kemp* CLERK.
J. M. Grafton D. C.

Satisfied this the 21st day of Dec, A. D. 1900 J. P. Traugott

Only 400 - change this

Whereas *we are* indebted to *J. G. Wenduff Jr* in the sum of *one* DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *on the 1st day of December 1897*

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 *1897* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, *Wife of Mr. J. G. Wenduff Jr & Mr. J. G. Wenduff Jr & Mr. J. G. Wenduff Jr & Mr. J. G. Wenduff Jr*

see 5 all in Tom of R. & East = The said J. G. Prichard and M. L. Prichard also intend and do hereby convey all land that they or either of them now own in said County also one bay horse named Fiske one sorrell horse named Filly, one bay mare mule named Gallo, one bay horse mule named Gab-e, one mouse colt mare mule named Hannah, one sorrell mare colt named Pick; one wagon and all farming utensils being all of the wagons that we now own. A portion of said lands are described and referred to in the deed of trust recorded in Book 882 page 486 et seq. There is no lien upon any of said personal property

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. G. Wenduff Jr* or *his* assigns hereafter advance to *us* or *either of 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 *Wenduff Jr* with the loss clause payable to said *Wenduff Jr* *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 *J. G. Wenduff Jr* 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. G. Wenduff Jr* 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 *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. G. Wenduff Jr* 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 *3rd* day of *March* A. D., 1897.
J. G. Prichard Seal
M. L. Prichard Seal
A. W. Kent Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *W. H. Poole* a member of the Board of Supervisors for said County and State, the within named *J. G. and M. L. Prichard and Annis M. Prichard* 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 *March* 1897.

Filed for Record at *10* o'clock *10* minutes *P.*M., the *5th* day of *March* 1897.
W. H. Poole Member of the Board Supervisors for Madison County Dist No. 4
H. B. Kemp CLERK.
By *J. W. Bradford* D. C.

paid in full by check on 4/10/97

5
I hereby certify that the within named Albert B. Mann is the owner of the above described property and that he is the person who executed the foregoing deed and that he is the person who delivered the same to the Clerk of the Court for recording on the 8th day of March 1897.

Whereas, I am indebted to Angelo Garbanis in the sum of Eighty five hundred and ninety five DOLLARS, as is evidenced by my own promissory notes of even date herewith, due and payable as follows, to-wit: Seven hundred and Dollars, Percent Dollars - down, Twenty Dollars. Eleven hundred and fifty five, dollars. Ten hundred and Twenty two and one half Dollars, and one hundred and thirty dollars. One hundred and thirty five dollars and one hundred and thirty five 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, 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, Albert B. Mann 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: all rights, issues and profits arising from any and all property including the land and all other agricultural products raised or caused to be raised by or on 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,

1/2 Lot 4 sec 6. E 1/2 E 1/2 N 1/4 sec 7. E 1/2 S 1/4 sec 30 acres of N side sec 7. all of sec 8. 18 acres out of NW corner sec 17 + 12 acres out of N.E. corner sec 18 all in Town 9 R 1 East
I am unmarried, have never married upon the property + own over 21 years ago

This land was sold by Timothy March 21st 1886 to Lewis A. Kennedy with interest, interest

In trust upon these terms and conditions, viz: I (Albert B Mann) covenant and agreed 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 Garbanis 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, one thousand Dollars, in a Company acceptable to said Angelo Garbanis with the loss clause payable to said Angelo Garbanis 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 Angelo Garbanis 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 Angelo Garbanis 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 Angelo Garbanis 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 26 day of February A. D., 1897

Albert B Mann SEA

STATE OF MISSISSIPPI, }
Madison County }
Personally appeared before me, Joshua Burt
Albert B Mann 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 26th day of February 1897.

Joshua Burt
Public Notary

Filed for Record at 1 o'clock 30 minutes P.M., the 8 day of March 1897
By W. H. Kemp CLERK.
John Crawford D. C.

Whereas W. H. Powell is indebted to W. H. Powell in the sum of 50 DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: due on November 1st 1897

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. A. B. Warren 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 me 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, 1/2 Sec 4 sec 6 + 1/2 Sec 7 sec 8 + 1/2 Sec 17 sec 7 all of sec 8 + 18 acres out of NW corner sec 17 and 12 acres NW & E corner sec 18 all in Town of Range 1 East. I declare that I have never resided upon said lands and it is not my homestead. This deed in trust is subject to the deed in trust in favor of Angelo Garbarino.

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 W. H. 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 1000 Dollars, in a Company acceptable to said I

with the loss clause payable to said 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 W. H. 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 I fail to perform or discharge any other obligations herein, said W. H. Powell 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 W. H. Powell 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 my hand and seal, this the 25th day of February A. D. 1897

Albert B. Warren Seal
Albert B. Warren Seal
Albert B. Warren Seal

STATE OF MISSISSIPPI, }
Madison County, } Personally appeared before me, Joshua Bush
a Notary Public in and for said County and State, the within named Albert B. Warren 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 25th day of February 1897

Joshua Bush
Notary Public, W. H. Powell's Ranch
James H. H. H.

Filed for Record at 1 o'clock 40 minutes P.M., the 5 day of March 1897

W. H. H. H. CLERK.
By J. M. H. H. D. C.

Copy of original of Powell's deed in trust in favor of Angelo Garbarino. The notary public of the said County of Madison, Mississippi, has this day signed and sealed the foregoing deed in trust in favor of Angelo Garbarino as his act and deed. Witness my hand and official seal this 12th day of July 1898.

South line in full with survey

Whereas, *We are* indebted to *Angelo Garbarino* in the sum of *one thousand and no/100* DOLLARS, as is evidenced by *two* promissory notes of even date herewith, due and payable as follows, to-wit: *due Nov 15th 1897*

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, *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: *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 year *1897* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, *off 2 1/2 Mt 4 sec 15 Twp 9 Range 3 East also one dark sorrell horse mule named Bill one yellow mare mule named Jennie. one sorrell horse mule named Ebenley. 5 head of cattle and one wagon; being all of the lands mule cattle and wagon that we or either of us 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 *Garbarino* 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 *100* 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* 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 *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 *us* hand and seal, this the *12th* day of *March* A. D., 189*7*.
Lacey his Jones Seal
William Jones Seal
Garbarino Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *G. B. Kemp* Clerk of the Chancery, *Lacey Jones* and *Lacey Jones husband and wife* in and for said County and State, the within named *Lacey Jones* who acknowledged that *us* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal, this the *12* day of *March* 189*7*.

Filed for Record at *11:15* o'clock *AM*, the *12* day of *March* 189*7*.
G. B. Kemp CLERK.
BY *J. M. Craft* D. C.

Subscribed and sworn to before me personally by C. E. Johnson

Whereas, we are indebted to Geo. G. Shackelford in the sum of Twelve thousand and two hundred and twenty four and 10/100 DOLLARS, as is evidenced by our three promissory notes of even date herewith, due and payable as follows, to-wit: Five thousand Dollars Three thousand and two hundred and twenty four and 10/100 Dollars and three hundred and sixty seven and 54/100 Dollars due Nov. 15/97 Nov. 15/97 Nov. 15/98 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 B. H. Avery Kate M. Avery 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 we may employ during the year 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, Warrant run by State M. Avery

one brown mare mule named Mollie one bay mare mule named Bulah one brown colored mule (mare) named Fannie one black mare mule named Bird one grey mare mule named Beck one bay mare mule named Beck This deed in trust is a renewal of that one executed by us to secure Duwan & Hoffman recorded in Book A B page 206 in the Chancery Clerk's office for said county said D being now owned by said Shackelford

Satisfied in full
Geo G Shackelford

In trust upon these terms and conditions, viz: we B. H. Avery Kate M. Avery 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 Geo G Shackelford 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 us 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 we not keep said property insured as aforesaid, or should we fail to pay said Taxes as aforesaid, then the said Geo G Shackelford 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 Geo G Shackelford or his assigns can in their 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 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 Geo G Shackelford 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 us hand and seal, this the 13 day of March A. D., 1897

all interlineations and erasures were made before signing
Kate M. Avery B. H. Avery

STATE OF MISSISSIPPI, }
MADISON COUNTY } Personally appeared before me, G. R. Kemp
Chancery Clerk in and for said County and State, the within named B. H. Avery and Kate M. Avery 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, 1897
G. R. Kemp Clerk

Filed for Record at 12 o'clock 13 minutes M. the 13 day of March, 1897
G. R. Kemp CLERK.
BY D. C.

Whereas, I Albert B. Warren indebted to A. N. Parker (Cashier) in the sum of 100 DOLLARS, as is evidenced by my promissory notes of even date herewith, due and payable as follows, to-wit: Albert B. Warren & Albert B. Warren One - 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 Albert B. Warren 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,

- 1/2 Lot 4 Sec 6
- 1/2 1/2 7 8 1/4 Sec 7
- 1/2 1/2 1/4 less 30 acres off N side Sec 7
- All of Sec 8
- 18 acres out of NW cor Sec 17
- 12 " " " NE cor Sec 18 all in 99 1/2 1/8

In trust upon these terms and conditions, viz I Albert B. Warren 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 A. N. Parker Cashier 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 500 Dollars, in a Company acceptable to said A. N. Parker Cashier

with the loss clause payable to said A. N. Parker Cashier 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 A. N. Parker Cashier 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 A. N. Parker Cashier or his assigns can in 10 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 A. N. Parker Cashier or his assigns he 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 12 day of March A. D., 1897.
Albert B. Warren Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, Liptune L. L. L.
Notary Public in and for said County and State, the within named Albert B. Warren 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 12 day of March 1897.

L. L. L. Notary Public
Parish St. Mary La

Filed for Record at 11 o'clock a. M., the 16 day of March 1897.
L. R. Stamps CLERK.

By D. C.

By authority lent to sublet from L. W. Suter, 1000 1/2 W. 11th St. St. Louis, Mo. 1897. 1/2 W. 11th St. St. Louis, Mo. 1897.

Whereas, Joseph Lutz, indebted to W. W. Millsaps, in the sum of ... DOLLARS, as is evidenced by ... promissory notes of even date herewith, due and payable as follows, to-wit: ... and ... each of said notes bearing interest after their respective maturities at the rate of 10 per cent. per annum, and ... 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, Joseph Lutz, 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 1/2 & 1/4 of 1/2 & 1/2 & 1/4 & 1/2 of 1/4 & 1/2 of 1/4 Sec 13 & 1/2 of 1/4 & 1/2 of 1/4 Sec 14 & 1/2 of 1/4 & 1/2 of 1/4 Sec 23 & 1/2 of 1/4 & 1/2 of 1/4 Sec 24 & all of Sec 26 Township 8 Range 2 East and being the St. Mary's Plantation this day conveyed Joseph Lutz by said W. W. Millsaps. Should the makers of said promissory notes desire to pay them one either of them before they mature they can do so and the said Millsaps agrees to deduct the interest not earned at the time of such payments or payments; But as much as One Thousand Dollars at a time must be paid to entitle said makers to such deductions

In trust upon these terms and conditions, viz: I, Joseph Lutz, 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 ... of ... assignees hereafter advance to ... any other sums of money or other valuable thing, ... 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 ... covenant and promise to pay when due all legal taxes assessed against said property. Should ... not keep said property insured as aforesaid, or should ... fail to pay said Taxes as aforesaid, then the said ... 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 ... fail to perform or discharge any other obligations herein, said ... or ... assigns can in ... 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, Joseph Lutz, 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 ... 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 ... 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 ... 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 ... Or ... 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 17th day of March, A. D., 1897. Joseph Lutz

STATE OF MISSISSIPPI, Madison County. Personally appeared before me, Antuan S. Jones, Notary Public, in and for said County and AUTHORITY TO CANCEL. instrument on the day of ... Given under my hand and seal, the Chancery Clerk of Madison County, Mississippi, are hereby authorized and requested to enter satisfaction of and cancel of ... deed of trust executed by Joseph Lutz, Trustee, and recorded on page 458 of the Record Deeds in your office. Filed for Record at ... 1897. R. R. ... CLERK. D. C.

Whereas, Joseph Lutz is indebted to Thos A McMillie in the sum of Eight Hundred & Fifty DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: Due January 1st 1897

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, Joseph Lutz is 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 Joseph Lutz 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,

1/4 + 1/2 N 1/4 + 1/2 E 1/2 N 1/4 Sec 13 + E 1/2 E 1/4 + 1/2 E 1/4 N E 1/4 Sec 14 + 1/2 N E 1/4 + E 1/2 N 1/4 Sec 23 + 1/2 Sec 24 + acc of Sec 26 all in Township 8 Range 2 East.

This Lien is previous to the deed in Trust in favor of A. B. Miller - says

In trust upon these terms and conditions, viz: I covenant and agreed 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

assignees hereafter advance to 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

Dollars, in a Company acceptable to said 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

Thos A McMillie 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 McMillie 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 fall, refuse or neglect to perform the duties of Trustee as aforesaid, then the said Thos A McMillie 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 17th day of March A. D., 1897

all interlineations and erasures were made before execution Joseph Lutz

STATE OF MISSISSIPPI, Madison County. Personally appeared before me, Arthur de Jesus in and for said County and State, the within named Joseph Lutz 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 17 day of March 1897

Filed for Record at 4 o'clock minutes, M., the 18 day of March 1897

By J. M. [Signature] D. C.

Vertical text on the right margin: 25 per cent. attorney's fee... if the same of value - in your office then it is not any longer... by Arthur de Jesus... 2217 1/2 N 1/4 Sec 24 + acc of Sec 26 all in Township 8 Range 2 East.

Whereas, We are indebted to A. J. Humming in the sum of one hundred and fifty DOLLARS, as is evidenced by one hundred and fifty dollars promissory notes of even date herewith, due and payable as follows, to-wit: one hundred and fifty dollars all due from after five years after date respectively 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 David Phillips and Henrietta 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

1/4 Sec 2 Town 7 R 1 East
1/4 Sec 2 Town 7 R 1 East
1/4 Sec 3 Town 7 R 1 East

(Large wavy scribbles)

In trust upon these terms and conditions, viz: We David Phillips and Henrietta Phillips 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 A. J. Humming 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 Humming with the loss clause payable to said A. J. Humming 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 A. J. Humming 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 A. J. Humming 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 A. J. Humming 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 1st day of April A. D., 1897

David Phillips Seal
Henrietta Phillips Seal

STATE OF MISSISSIPPI,
 MADISON COUNTY. Personally appeared before me, GR Kemp
Henrietta Phillips in and for said County and State, the within named husband
David Phillips 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 1st day of April 1897

GR Kemp

Filed for Record at 2 o'clock P minutes P M., the 1st day of April 1897

GR Kemp CLERK.
J. M. Crayton D. C.

Sold for full sum of \$1402 by my check to the owner
 Well-Sworn
 transferred to Blanton
 David Phillips & Henrietta Phillips

Whereas, We are indebted to W. J. Bailey in the sum of Three Hundred and seventy three DOLLARS, as is evidenced by two promissory notes of even date herewith, due and payable as follows, to-wit:

One Hundred and seventy three dollars due on November 20th 1897
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, to-wit:

1/2 NW 1/4 + E 1/2 NW 1/4 Sec 27 T10 R 3 East
E 1/2 E 1/4 " 28 T10 R 3 East
1/2 NW 1/4 NW 1/4 NW 1/4 " 34 T10 R 3 East

In trust upon these terms and conditions, viz: We, Walter Wallace & M. A. Wallace 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 W. J. Bailey 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 for a sum not less than no Dollars, in a Company acceptable to said W. J. Bailey with the loss clause payable to said W. J. Bailey 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 W. J. Bailey 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 W. J. Bailey 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 W. J. Bailey 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 my hand and seal, this the 1st day of April A. D., 1897.
W. P. Wallace Seal
M. A. Wallace Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, W. R. Kemp
a Chas. Bell in and for said County and State, the within named W. P. Wallace and M. A. Wallace 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 1st day of April 1897.

Filed for Record at 5 o'clock P. M., the 1st day of March 1897.
W. R. Kemp Seal
J. M. Grafton Seal
BY J. M. Grafton D. C. CLERK.

Sales find in full July 10 1898 & the balance due was deposited by me & they in Canton & Bailey & S. Bailey

Solely paid in full April 9th 1898 & money expended in this paper with some of the 11th 1898 with Powell's money

Whereas, we are indebted to A. D. Humming in the sum of one thousand & seventy five DOLLARS, as is evidenced by one promissory notes of even date herewith, due and payable as follows, to-wit: due January 1st 1898

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, Geo. H. Shackelford & D. D. Hoffman 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 1/2 of Sec 25 + 1/4 of NW 1/4 + 1/2 of SE 1/4

+ SE 1/4 of NE 1/4 + NE 1/4 of SE 1/4 Sec 35 + NW 1/4 + NW 1/4 NW 1/4 Sec 36 in Form 9 Range 2 East also NW 1/4 of NE 1/4 + NW 1/2 of NW 1/2 NW 1/2 NW 1/2 NW 1/4 + SE 1/4 of NW 1/4 + SE 1/2 of SE 1/4 Sec 20 + NW 1/2 NW 1/4 Sec 28 + SE 1/2 of SE 1/2 Sec 29 + NW 1/4 of SE 1/4 Sec 30 + NW 1/2 NW 1/4 + NW 1/4 NW 1/4 + NW 1/2 NW 1/4 + NW 1/2 NW 1/4 + NW 1/4 of SE 1/4 Sec 30 + NW 1/4 Sec 36 in Form 9 Range 3 East

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 we assign hereafter advance to we 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 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 can in we 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 or 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 A. D. Humming or Geo. H. Shackelford assigns 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 we.

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 A. D. Humming or Geo. H. Shackelford assigns all 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 we hand and seal, this the 7th day of April, A. D., 1897.
Geo. H. Shackelford Seal
D. D. Hoffman Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY } Personally appeared before me, W. R. Kemp
Geo. H. Shackelford & D. D. Hoffman in and for said County and State, the within named they
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 7th day of April, 1897.

Filed for Record at 4 o'clock P.M., the 7 day of April, 1897.
W. R. Kemp CLERK.
J. M. Cuyton D. C.

Whereas, W. H. Powell is indebted to A. D. Gunning in the sum of one hundred and fifty DOLLARS, as is evidenced by one hundred and forty promissory notes of even date herewith, due and payable as follows, to-wit: one hundred and forty dollars are hundred and thirty dollars are hundred and twenty dollars are hundred and ten dollars are one hundred and five 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, W. H. 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, G. L. Nichols & Lou Ella Nichols 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 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,

1/2 Sec 28 P 11 R 4 E N 1/4 Sec 33 P 11 R 4 E

In trust upon these terms and conditions, viz: W. H. Powell Nichols & Lou Ella Nichols 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 A. D. Gunning 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 two hundred Dollars, in a Company acceptable to said A. D. Gunning with the loss clause payable to said A. D. Gunning. 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 A. D. Gunning or assignees 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 A. D. Gunning or his assigns can in their 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 A. D. Gunning or his assigns be 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 1st day of April A. D., 1897.

G. L. Nichols Seal
Mrs Lou Ella Nichols Seal
we Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY. } Personally appeared before me, G. R. Kemp
Chancery Clerk in and for said County and State, the within named G. L. Nichols and Lou Ella Nichols his 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 5 day of April 1897.

G. R. Kemp
Chancery Clerk

Filed for Record at 9 o'clock AM, the 5 day of April 1897
G. R. Kemp CLERK
J. M. Grafton D. C.

Subs paid in full - Can call for money 11/19/00

Whereas, *We are* indebted to *Nettie G. Lehigh* in the sum of *seventeen 40/100* DOLLARS, as is evidenced by *two* promissory notes of even date herewith, due and payable as follows, to-wit: *one Jan 10th 1897*

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, *M. C. L.* 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. O. Knight & Co. W. H. Powell* 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 year *1897* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, *one brown mare named Bell & one brown mare*

named Lucy, & one small colt named King; one iron gray mare named Jess. one iron gray mare named Nell. one gray mare named Daisy. also two magpies. Being all of the mares horses and magpies that we or either of us now own. There is no lien upon said property.

Satisfactory full W. H. Powell Trust

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 *Lehigh* 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 *20* Dollars, in a Company acceptable to said *Lehigh* with the loss clause payable to said *Lehigh - 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 *Lehigh* 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 *Lehigh* 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 *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 *Lehigh* 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 *10th* day of *March* A. D., 189*7*

Lehigh B Lehigh Seal
Matilda Lehigh Seal
O. J. Knight Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *Wm. Yarnall* Justice of the Peace, in and for said County and State, the within named *Lehigh B Lehigh* *Matilda Lehigh* *O. J. Knight* 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 *10th* day of *April* 189*7*

Wm Yarnall
Major & Justice of Peace

Filed for Record at *9* o'clock *AM*, the *12* day of *April* 189*7*
By *W. R. Knight* CLERK.
J. M. Knight D. C.

Whereas, He are indebted to A. D. Gussing in the sum of One hundred and DOLLARS, as is evidenced by one hundred and promissory notes of even date herewith, due and payable as follows, to-wit: One hundred and fifty dollars two thousand dollars one hundred and fifty dollars one hundred and fifty dollars one hundred and fifty dollars one hundred and fifty 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, He 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, He, David Thomas, his husband and wife, and Oldy and Lucius Thomas 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 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 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; also,

E 1/2 S W 1/4 N 1/2 E 1/4 Sec 3 4 5 11 R 4 E. Two mules. Two horses. One wagon. Five head of cattle. Being all of the mules, horses, wagon and cattle that we or either of us own

In trust upon these terms and conditions, viz: He, David Thomas, his husband and wife, and Oldy and Lucius Thomas 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 A. D. Gussing or Thomas assignees hereafter advance to us any other sums of money or other valuable thing, us covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, us 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 A. D. Gussing with the loss clause payable to said A. D. Gussing covenant and promise to pay when due all legal taxes assessed against said property. Should us not keep said property insured as aforesaid, or should us fail to pay said Taxes as aforesaid, then the said A. D. Gussing 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 us fail to perform or discharge any other obligations herein, said A. D. Gussing or us 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 us 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 us 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 A. D. Gussing or us 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., 1897
David Thomas his husband
Lucius Thomas his wife
Oldy Thomas his wife
Lucius Thomas his wife

STATE OF MISSISSIPPI, }
 MADISON COUNTY. } Personally appeared before me, David Milton
 a Justice of the Peace, in and for said County and State, the within named David Thomas and
his wife, his wife, Oldy and Lucius Thomas 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 20th day of December 1897
David Milton

Filed for Record at 1 o'clock 0 minutes 0 M., the 23 day of March 1897
W. R. Kinney CLERK.
 By John Grayson D. C.

Sales paid by new house one 194 1895 W. H. Powell Trustee

Sole find in full July 31st 1898
Lump sum Powell about with 1000 dollars
W. H. Powell

Whereas Annie Swanson indebted to J. D. Ewing in the sum of 2400 DOLLARS, as is evidenced by my (two) promissory notes of even date herewith, due and payable as follows, to-wit: Three Thousand Two Hundred and Ninety four 1/4 dollars January 1st 1898. January 1st 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, 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 Annie Swanson and J. B. French 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~~

W 1/2 E 1/2 and E 1/2 N W 1/4 Sec 4 T 10 R 3 East & E 1/4 Sec 28 T 11 R 3 E Less the four acres in Sec 28 sold to Geo. L. Davis on Aug 17 8 E 1/2 S E 1/4 Sec 33 T 11 R 3 East N W 1/4 and W 1/2 S W 1/4 Sec 34 T 11 R 3 E W 1/2 and W 1/2 E 1/2 Sec 3 T 10 R 3 East E 1/2 E 1/2 Sec 4 T 10 R 3 E 40 acres off the North end of N E 1/4 lying North of Oak's Creek Sec 9 T 10 R 4 East 2 1/4 acres off North end W 1/2 N W 1/4 lying North Oak's Creek Sec 10 T 10 R 3 E

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 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 thousand Dollars, in a Company acceptable to said J. D. Ewing with the loss clause payable to said J. D. Ewing = 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 J. D. Ewing 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. D. Ewing or his assigns can in their 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 Annie Swanson.

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. D. Ewing or his assigns he 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 19 day of April A. D., 1897

Annie Swanson Seal
John A. Swanson Seal
J. B. French Seal
L. B. French

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, G. R. Kemp
a Charney C. Kemp in and for said County and State, the within named Annie and John A. Swanson and J. B. French who acknowledged that they signed, sealed and delivered the foregoing instrument of the day and year therein mentioned.

Given under my hand and official seal, this the 19 day of April 1897

G. R. Kemp
Charney C. Kemp

Filed for Record at 2 o'clock 30 minutes P. M., the 19 day of April 1897

G. R. Kemp CLERK.
By _____ D. C.

Whereas, I am indebted to R. M. Duffey and one hundred and fifty dollars in the sum of one hundred and fifty dollars, as evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: five dollars on the 1st day of July 1897, five dollars on the 1st day of August 1897, five dollars on the 1st day of September 1897, five dollars on the 1st day of October 1897, five dollars on the 1st day of November 1897, and five dollars on the 1st day of December 1897, all due one year from the 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 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 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,

- 1/2 E 1/2 S E 1/4 sec 13 T 10 R 3 E
- W 1/2 N E 1/4 sec 24 T 10 R 3 E
- 1/2 E 1/2 S W 1/4 sec 7 T 10 R 4 E
- E 1/2 N W 1/4 + S 1/2 W 1/2 N W 1/4 + S W 1/4 sec 18 T 10 R 4 E

[Large handwritten scribbles and signatures]

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 W. H. 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 Duffey with the loss clause payable to said Duffey 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 R. M. Duffey 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 R. M. Duffey 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 R. M. Duffey 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 my hand and seal, this 22 day of April 1897. F. M. Duffey Seal Seal Seal

STATE OF MISSISSIPPI } City of Canton, Madison County. Personally appeared before me, W. B. Innes, a Notary Public for the State of Mississippi, in and for said County and State, the within named F. M. Duffey 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 27th day of April 1897. W. B. Innes Notary Public

Filed for Record at 6 o'clock 9 minutes P. M., the 27 day of April 1897. W. B. Kemp CLERK. By J. M. Duffey D. C.

Handwritten note on the right margin: "Handwritten by F. M. Duffey" and other illegible text.

Whereas, I am indebted to J. Heisdorffer in the sum of One thousand & forty four DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: One on December 1st 1897

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, J. B. Galloway 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 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,

one gin stand and one sixteen horse power engine and one boiler and one lot of shafting and gearing connected therewith being the only gin stand engine and boiler and shafting and gearing that I now own one bay horse named March and one bay mare named Minnie and 15 head of cattle being all of the cattle that I now own and own all of the above described property and below that is not encumbered

I further declare that the owner of the land upon which said gin boiler and engine are situated has no interest in them and that it is situated on land of Mrs. Lambert under an agreement that she shall claim no title thereto

Inducted in full Dec 1897

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 J. Heisdorffer 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 Dollars in a Company acceptable to said J. Heisdorffer 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 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 J. Heisdorffer 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 30 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

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. Heisdorffer or his assigns be 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 3rd day of May, 1897 A. D., 1897

J. B. Galloway Seal Seal Seal

STATE OF MISSISSIPPI, MADISON COUNTY. Personally appeared before me, G. R. Kemp in and for said County and State, the within named J. B. Galloway 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 3rd day of May, 1897

G. R. Kemp Chancery Clerk

Filed for Record at 2 o'clock minutes M, the 3rd day of May, 1897 G. R. Kemp CLERK.

By D. C.

This deed has been renewed and extended only to extend to A. N. Parker's order of 1871 see page 104 of the same book

Whereas *we are* indebted to *James M. Mas* in the sum of *one thousand and ninety* DOLLARS, as is evidenced by *one thousand and ninety dollars 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 the sum of 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 hands *we* may employ during the year *beginning of the fall* in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described, also, *beginning of the fall* of Liberty Street with an alley way which alley is just south of the Popps lot and occupied by Earl A. Smith as a residence on the west side of Liberty Street and running thence west along the south side of said alley way 200 feet to the N.E. corner of the lot now occupied by Mrs. Mill as a family residence and thence south 121 1/2 feet & thence east 200 feet to Liberty Street and thence north along the west side of Liberty Street 121 1/2 feet to the point of beginning, said lot being bounded on north by said alley on south by property occupied by Mrs. Lou Walker on the East by Liberty Street & on the West by the said property of Mrs. *Smith* and being a family residence

James M. Mas *W. H. Powell*

In trust upon these terms and conditions, viz: *W. H. Powell* 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. Mas* 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, *one thousand* Dollars, in a Company acceptable to said *James M. Mas* with the loss clause payable to said *James M. Mas* 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 *James M. Mas* 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. Mas* 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 *20* 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. Mas* 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 *us* hand and seal, this the *10th* day of *May* A. D., 189*7*.
W. H. Powell
William Schumaker Seal
William Schumaker Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *J. R. Kemp* *Chas. West*
in and for said County and State, the within named *James M. Mas* and *W. H. Powell* 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 *10th* day of *May* 189*7*

Filed for Record at *10* o'clock *30* minutes *am*, the *10th* day of *May* 189*7*.
J. R. Kemp
BY *J. R. Kemp* D. C.

Whereas, *we are* indebted to *J. M. Chiles* in the sum of *Two Hundred and Fifty Two 60/100* DOLLARS, as is evidenced by *our* promissory notes of even date herewith, due and payable as follows, to-wit: *one on November 8th 1897*

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. A. Swanson* 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 *1897*, in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, *all other rents due us or either of us also one*

black mare named Binnie one black mare named Maud one black mare named Jennie one bay mare named Flossy one grey mare named Blutton one black horse named Charlie one bay horse named Bill one bay horse named Jim one surr one express wagon one phaeton one buggy being all the horses, mares, wagons, buggies and phaetons the we or either of us now own or have any interest in also all of our farming utensils and implements

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 *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 *Chiles* Dollars, in a Company acceptable to said *Chiles*

with the loss clause payable to said *Chiles* *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 *Chiles* 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 *Chiles* 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 *J. M. Chiles* 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 *our* hand and seal, this the *8th* day of *May* A. D., 189*7*

Witness *J. A. Swanson* *Annice Swanson* *John A. Swanson*

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *G. A. Kemp*
Chas. E. Kemp in and for said County and State, the within named *John A. Swanson* 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 *10th* day of *May* 189*7*

G. A. Kemp Clerk

Filed for Record at *2* o'clock *9* minutes *P.* M., the *10* day of *May* 189*7*

G. A. Kemp CLERK.
BY..... D. C.

State of Mississippi }
Madison County }
I, *G. A. Kemp*, Clerk of said County, do hereby certify that the foregoing instrument was duly filed for record in my office on the *10th* day of *May* 189*7* at *2* o'clock *9* minutes *P.* M.

Whereas, *We are* indebted to *Angelo Garbarino* in the sum of *one hundred & twenty* DOLLARS, as is evidenced by *one* 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, *M. J. Hoorn & W. P. Hoorn* 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:

- 1/2 E 1/2 + E 1/2 S W 1/4 Dec 30 1897 20*
- N E 1/4 + E 1/2 N W 1/4 " 31 1897 20*
- All E 1/4 lying north of Road " 31 1897 20*
- S W 1/4 + all W 1/2 S W 1/4 " 32 1897 20*

Notified in full Oct 23-1899 A. S. Garbarino

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 *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 *one* 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 *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 us*; 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 *14* day of *October* A. D., 189*7*

M J Hoorn Seal
M J Hoorn Seal
W P Hoorn Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *M Allan*
a. *M J Hoorn & W P Hoorn* in and for said County and State, the within named *they* 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 *14* day of *Oct* 189*7*

M Allan
County Clerk

Filed for Record at *11* o'clock *AM*, the *14* day of *Oct* 189*7*
J R Kemp CLERK.

By: *D. C.*

Subscribed in full this 5th January 1898

Whereas, W. H. Powell indebted to David Grass in the sum of One Thousand and Sixty Six/100 DOLLARS, as is evidenced by two promissory notes of even date herewith, due and payable as follows, to-wit: January 1st 1898

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, W. H. 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, 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

Lots 5 & 6 E B2 in Dec 17 and all that part Dec 17 N B2 and Lots 6 & 7 in Dec 18 and N 1/2 N E 14 Dec 19 all in T 10 R 5 E containing more or less 280 acres one grey horse name Dan one blk horse mule name Surf one bay horse mule name Jack and two horse wagon. This is all the stock of horses and mules we now own and in our possession at the time of delivering this instrument

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 David Grass 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 5 Dollars, in a Company acceptable to said W. H. 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 David Grass 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 David Grass or their assigns can in their 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 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 David Grass 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 24th day of April, A. D., 1897.

O. J. Whelan Seal
Kate Whelan his wife Seal
Seal

STATE OF MISSISSIPPI,
MADISON COUNTY, Personally appeared before me, L. O. Danahoe
a Justice of the Peace, in and for said County and State, the within named O. J. Whelan
Kate Whelan 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 April, 1897.

L. O. Danahoe J. P.

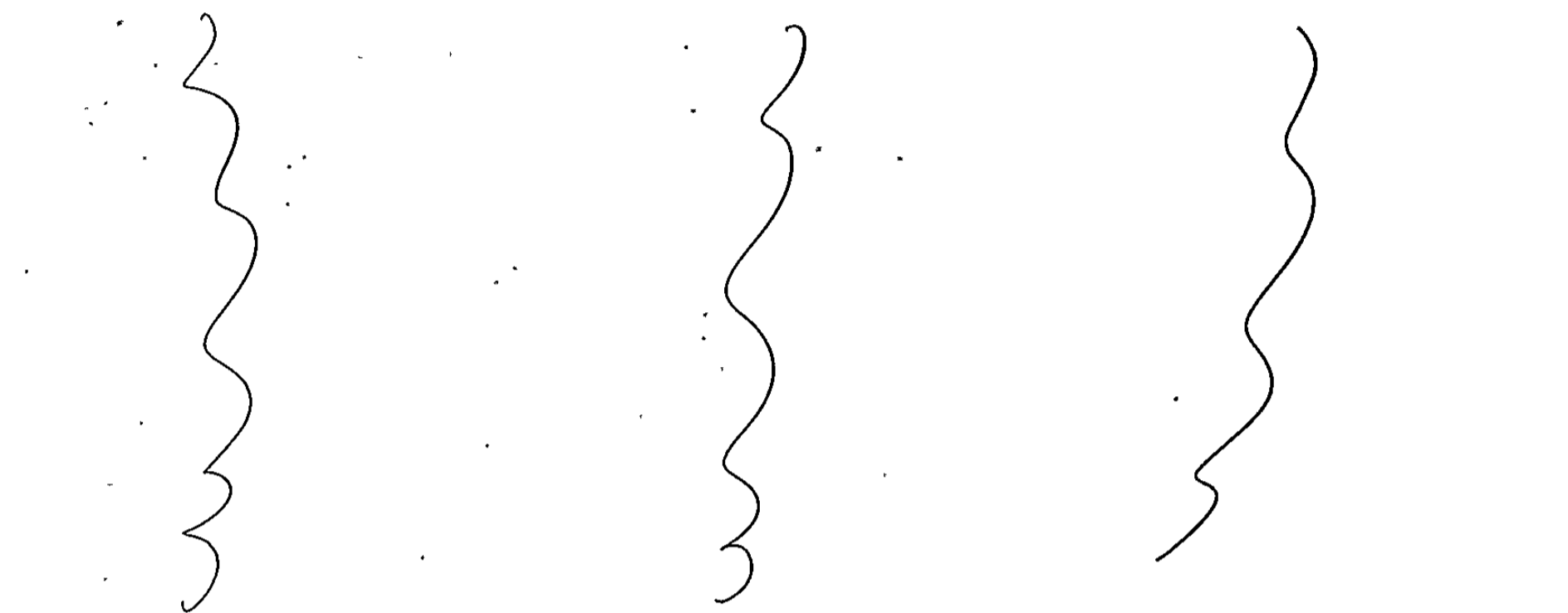
Filed for Record at 2 o'clock 0 minutes 0 M., the 14 day of May, 1897
G. R. Kemp CLERK.

By D. C.

Notes filed in full Jan'y 16th 1902. H. & H. of Colony Co by R. & T. A. Ennis

Whereas, we are indebted to Nichols & Truitt in the sum of Three Hundred Dollars 357.00 DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: one in fifty days 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 Henry & Bettie Lussie 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, 20 acres of land being the E 1/4 Sec 16 T 4 R 19 S 7 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 Nichols & Truitt or their 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 750 Dollars, in a Company acceptable to said Nichols & Truitt with the loss clause payable to said Nichols & Truitt 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 Nichols & Truitt 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 Nichols & Truitt 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 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 Nichols & Truitt or their assigns can 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 15th day of May A. D., 1897.

Henry Lussie Bettie Lussie

STATE OF MISSISSIPPI, }
 MADISON COUNTY. } Personally appeared before me, G. R. Hunt
 a Chancy Hunt in and for said County and State, the within named Henry Lussie
Bettie Lussie 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 15th day of May 1897.

Filed for Record at 2 o'clock P. M., the 15 day of May 1897.

G. R. Hunt CLERK.

By _____ D. C.

Whereas, we are indebted to H. D. Priestley in the sum of Five thousand & Fifty DOLLARS, as is evidenced by our promissory notes of even date herewith, due and payable as follows, to-wit: Five thousand & Fifty (5,500) one 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 Thomas Gilmer & Clarence A. Gilmer 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

Ed & W 1/4 and S W 1/4 & E 1/4 Sec 17 T 10 R 14 East
S W 1/4 N W 1/4 and E 1/2 N W 1/4 Sec 25 T 10 R 14 East
W 1/2 N E 1/4 Sec 20 T 10 R 14 East

We are both unmarried

In trust upon these terms and conditions, viz: we Clarence A. & David Gilmer 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 H. D. Priestley 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 no Dollars, in a Company acceptable to said H. D. Priestley with the loss clause payable to said H. D. Priestley 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 H. D. Priestley 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 H. D. Priestley 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 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 H. D. Priestley or his assigns he 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 14 day of May A.D., 1897

T. L. Gilmer Seal
C. A. Gilmer Seal
Seal

STATE OF MISSISSIPPI, }
Washington }
MADISON COUNTY. } Personally appeared before me, J. Eastman
a Justice of the Peace } in and for said County and State, the within named
Thomas & Clarence A. Gilmer } 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 14 day of May 1897

J. Eastman J. P.

Filed for Record at 9 o'clock AM, the 19 day of May 1897

G. W. Simpson CLERK.
By D. C.

Subj. full of said notes without release says by Childs May 14 1897
H. D. Priestley
Stat. Book & security
of source with

Whereas, I am indebted to Nettie B. Lehigh in the sum of two hundred and seventy dollars, as is evidenced by two promissory notes of even date herewith, due and payable as follows, to-wit: one for \$108.90 due November 22nd 1897 & the other for \$108.90 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, 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, Glendora Cameron 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 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 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 1/2 SW 1/4 less 13 1/3 acres off of the South

End and the 1/2 E 1/2 SW 1/4 sec 29 and 1/2 E 1/2 S E 1/4 & 13 1/3 acres out of the North East corner of the 1/2 E 1/2 S E 1/4 sec 30 all in Town 10 Range 3 East

In trust upon these terms and conditions, viz: I, Nettie B. Lehigh, 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 Nettie B. Lehigh or her assigns hereafter advance to me any other sums of money or other valuable things, 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 \$10,000.00 Dollars, in a Company acceptable to said Nettie B. Lehigh with the loss clause payable to said Nettie B. Lehigh. 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 Nettie B. Lehigh 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 Nettie B. Lehigh 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 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 Nettie B. Lehigh 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 my hand and seal, this the 22nd day of May, 1897.

Glendora Cameron Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, J. R. Kemp, Clerk of the Chancery Court in and for said County and State, the within named Glendora Cameron 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 May, 1897.

J. R. Kemp, Clerk
J. W. Grafton, D. C.

Filed for Record at 1 o'clock, P. M., the 25th day of May, 1897.

J. R. Kemp, CLERK.
J. W. Grafton, D. C.

The land with 1071 paid Nov 19/98 & deposited by me in 1897. Bank to order of Nettie B. Lehigh with Glendora Cameron

476
Cok 25-1897 transferred to J. J. Brazier with out record
Miss. State Bank

Whereas, *Wm* indebted to *the Mississippi State Bank* in the sum of *Five hundred and twenty* DOLLARS, as is evidenced by *our bill* promissory notes of even date herewith, due and payable as follows, to-wit: *For \$320⁰⁰, \$300⁰⁰, \$180⁰⁰, \$260⁰⁰, \$240⁰⁰ and \$220⁰⁰ due in one, two, three, four, five and 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, *Wm* 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, *Wm* 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 *Wm* may employ during the years *1898 & 1899* 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 of Sec 14 and lot one in Section 23 and one hundred acres off of the South end of Lot 2 in Sec 24 all in Township 7 Range 2 East*

*Sold for fuel
by wife J. J. Brazier
and Samuel
Punter*

In trust upon these terms and conditions, viz: *Wm* 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 *Miss. State Bank* or *its* assignees hereafter advance to *us* any other sums of money or other valuable thing, *Wm* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property; *Wm* 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 *Miss. State Bank* with the loss clause payable to said *Miss. State Bank*; *Wm* covenant and promise to pay when due all legal taxes assessed against said property. Should *Wm* not keep said property insured as aforesaid, or should *Wm* fail to pay said Taxes as aforesaid, then the said *Miss. State Bank* can in *either* 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 *Wm* fail to perform or discharge any other obligations herein, said *Miss. State Bank* or *its* 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 *Wm* 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 *Wm* 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 *Miss. State Bank* or *its* 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 *25th* day of *October*, A. D., 189*7*
Harvey Nelson Seal
Dwight Nelson Seal
Laddie Nelson Seal
Mary Nelson

STATE OF MISSISSIPPI; }
MADISON COUNTY } Personally appeared before me, *W. G. Dorroh* Justice of the Peace, in and for said County and State, the within named *Harvey Nelson, Laddie Nelson and Mary Nelson* 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 *25th* day of *Oct*, 189*7*
W. G. Dorroh Justice of the Peace for *Madison Co*

Filed for Record at _____ o'clock _____ minutes _____ M., the _____ day of _____, 189*7*
CLERK.
By _____ D. C.

Whereas, I am indebted to R. M. Caldwell Esq in the sum of Five Hundred and seventy five DOLLARS, as is evidenced by my two promissory notes of even date herewith, due and payable as follows, to-wit: one for Three Hundred dollars due one year after date and the other for Two Hundred and seventy five 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, 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 Lewis Fulton 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: all the interest in and all of the crops, and all other agricultural products raised or caused to be raised by, or in 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

Lot No 26 on the north side of Centre Street as laid down on the Map of said City prepared by J. P. Lunge. Said Lot fronts on the North side of said Street 200 feet and runs back North 400 feet and is bounded on the South by the street and on the East by the residence of W. J. Morby and on the West by the residence of Wm. Gaudin and it is now occupied by me and the family of Mary E. Rucker.

Paid & satisfied this full day of December R. M. Caldwell

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 R. M. Caldwell 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 Five Hundred Dollars, in a Company acceptable to said R. M. Caldwell with the loss clause payable to said R. M. Caldwell 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 R. M. Caldwell 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 R. M. Caldwell 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 R. M. Caldwell 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 28th day of October A. D., 1897

Lewis Fulton Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, H. R. Kemp
Lewis Fulton In and for said County and State, the within named
Lewis Fulton 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 29 day of October 1897

H. R. Kemp
J. M. Grafton

Filed for Record at 10 o'clock 4 minutes AM, the 29 day of October 1897

H. R. Kemp CLERK.
J. M. Grafton D. C.

with secured by this deed has been loaned \$500 for which sum of new money had \$500 still due on this D/S 8/8/1900 R. M. Caldwell

Whereas, we are indebted to Mary E. Stewart in the sum of Two hundred and fifty DOLLARS, as is evidenced by one promissory notes of even date herewith, due and payable as follows, to-wit: Twenty dollars, fifty five dollars, sixty dollars, fifty five dollars due me, two, three and four 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, W. H. Powell & Mattie A. Wood 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: all 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 1897, 1898, 1899 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, 1/2 Sec 10 & 11 East

*Cancelled by Sale by Trustee
June 28/03 of the land*

In trust upon these terms and conditions, viz: W. H. Powell and Mattie A. Wood 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 Mary E. 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 50 Dollars, in a Company acceptable to said Mary E. Stewart with the loss clause payable to said Mary E. 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 Mary 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 Mary 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 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 Mary E. Stewart 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 1st day of December 1897.

W. H. Powell Seal
Mattie A. Wood Seal
W. H. Powell Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, L. P. Donahue
Justice of the Peace, in and for said County and State, the within named W. H. Powell & Mattie A. Wood 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 1st day of December 1897.

L. P. Donahue

Filed for Record at 1 o'clock 9 minutes P.M., the 9th day of December 1897.

By J. R. [Signature] CLERK.
J. R. [Signature] D. C.

127 note paid by [unclear] 2-3-03

Sales paid - [unclear] full payment 28/03 by [unclear] with [unclear] [unclear] [unclear]

1st out of 1000 by W. H. Powell Trustee of the property of Mary E. Stewart

Whereas, we are indebted to Mary E. Stewart in the sum of Two Hundred and fifty DOLLARS, as is evidenced by two promissory notes of even date herewith, due and payable as follows, to-wit: seventy dollars eighty five cents May twentieth dollars fifty five cents May twentieth dollars three and four years after the date of the same

Satisfied & cancelled by
Sale of land by
Trustee W. H. Powell

In trust upon these terms and conditions, viz: Mrs. G. L. Kerapex 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 Mary E. 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 250 Dollars, in a Company acceptable to said Mary E. Stewart with the loss clause payable to said Mary E. 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 Mary 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 Mary E. Stewart 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 Mary 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 Mary E. Stewart 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 us hand and seal, this 1st day of November A. D., 1897
G. L. Kerapex Seal
Mary E. Stewart Seal
G. L. Kerapex Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, Samuel Hillman
Justice of the Peace, G. L. Kerapex in, and for said County and State, the within named G. L. Kerapex
Samuel Hillman 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 1st day of November 1897

Samuel Hillman

Filed for Record at 1 o'clock PM, the 1st day of November 1897
By G. L. Kerapex CLERK.
Samuel Hillman D. C.

Whereas, W. H. Powell indebted to George D. Shackelford in the sum of Five thousand and
four hundred DOLLARS, as is evidenced by one
promissory notes of even date herewith, due and payable as follows, to-wit: Jan 4 7 \$87.14 Feb 1 7 \$82.51 Mar 1 7 \$78.12 Apr 1 7 \$72.53 May 1 7 \$66.53 Jun 1 7 \$61.22 due
in due, Nov. 1 7, Dec. 1 7, Jan. 1 7, Feb. 1 7, Mar. 1 7, Apr. 1 7, May 1 7, Jun. 1 7, Jul. 1 7, Aug. 1 7, Sep. 1 7, Oct. 1 7, Nov. 1 7, Dec. 1 7 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, W. H. 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, W. H. Powell 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: all entire interest in any and all crops of Cotton, Corn, Cotton Seed, and all other agricultural products raised or caused to be raised by him or any hands he may employ during the years 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's S.E. 1/4 sec. 4 T.10 R.11 East

Satisfied in full
See this Book Page 579
Geo D Shackelford

In trust upon these terms and conditions, viz: W. H. Powell 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 Shackelford or his assigns hereafter advance to him any other sums of money or other valuable thing, W. H. Powell covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, W. H. Powell covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than 100 Dollars, in a Company acceptable to said Shackelford with the loss clause payable to said Shackelford. W. H. Powell covenant and promise to pay when due all legal taxes assessed against said property. Should W. H. Powell not keep said property insured as aforesaid, or should W. H. Powell fail to pay said Taxes as aforesaid, then the said Shackelford 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 W. H. Powell fail to perform or discharge any other obligations herein, said Shackelford or his assigns can in his option without notice to W. H. Powell declare all or any part of said notes due and payable, whether so by their terms or not. Now if W. H. Powell 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 W. H. Powell 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 W. H. 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 Shackelford 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 W. H. Powell hand and seal, this the 1st day of December A. D., 1897.

W. H. Powell
Mattie A. Ward
Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, }
Personally appeared before me, L. P. Donahue
a Justice of the Peace, in and for said County and State, the within named W. H. Powell
and Mattie A. 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 1st day of December 1897.

L. P. Donahue J. P.

Filed for Record at 1:10 o'clock 10 minutes P.M., the 2nd day of December 1897.

W. H. Powell CLERK.
By Geo D Shackelford D. C.

Whereas, We are indebted to Geo H Shackelford in the sum of _____ DOLLARS, as is evidenced by two seven promissory notes of even date herewith, due and payable as follows, to-wit: July 9, 1897 \$83.57 & 78.00 & 72 43 166 86 161 27 due in 1, 2, 3, 4, 5, 6 & 7 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, Mr G L May Jr & wife 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: none 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 aforesaid in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, Wheat 2 1/2 A. & 7 A. C. & 4 A. C. & 10 R. & 4 East

Satisfied in full
Geo H Shackelford
See U.S. Bank 578

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 Shackelford 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 2500 Dollars, in a Company acceptable to said Shackelford with the loss clause payable to said Shackelford. 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 Shackelford 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 Shackelford 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 Geo H Shackelford 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 1st day of November, 1897.
G L May Jr Seal
May J May Jr Seal
Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY, } Personally appeared before me, Samuel Diltan in and for said County and State, the within named G L May Jr and
May J May Jr husband and wife, who acknowledged that they signed, sealed and delivered the foregoing
 Instrument of the day and year therein mentioned.
 Given under my hand and official seal, this the 1st day of November, 1897.

Samuel Diltan J.C.

Filed for Record at 1:10 o'clock 9 minutes P. M., the 2nd day of November, 1897.
W R Kemp CLERK.
Geo H Shackelford D. C.

Whereas, D. B. Powell indebted to D. B. Powell in the sum of Forty DOLLARS, as is evidenced by one promissory note of even date herewith, due and payable as follows, to-wit: one November 20th 1897

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, D. B. 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, D. Lee Witherspoon 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 Meridian, 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 1897 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, one two horse wagon

Subj. put on Com case d. Nov 21/97 S.C. Gump

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 D. B. Powell 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, ~~and I 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 _____~~ 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 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 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 D. B. Powell or her 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 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 D. B. 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 1st day of May A. D., 1897

Lee Witherspoon Seal
Seal
Seal

STATE OF MISSISSIPPI,
MADISON COUNTY. Personally appeared before me, G. A. Kemp
a Charney Clerk In and for said County and State, the within named Lee Witherspoon
Lee Witherspoon 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 6th day of November 1897

Filed for Record at 4 o'clock P. M., the 6th day of Nov 1897
G. A. Kemp CLERK.

By D. C.

Whereas, We are indebted to J. M. Whites in the sum of Five hundred

promissory notes of even date herewith, due and payable as follows, to-wit: One hundred thirty dollars one hundred
and ten cents one hundred and ten cents one hundred and ten cents one hundred and ten cents one hundred and ten cents

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 R. H. Addison or Cornelia Addison 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: W. H. P. W.

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 aforsaid in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, W. H. P. W.

In trust upon these terms and conditions, viz: We R. H. Addison or Cornelia Addison 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. M. Whites 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 500 Dollars, in a Company acceptable to said J. M. Whites

with the loss clause payable to said J. M. Whites. 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 J. M. Whites 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. M. Whites 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. Whites 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 us hand and seal, this 1st day of December A. D.; 1897
R. H. Addison Seal
Cornelia Addison Seal
mk Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, }
Personally appeared before me, SW Adams in and for said County and State, the within named R. H. Addison 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 9th day of December 1897
SW Adams Justice of the Peace
for Madison County

Filed for Record at 2:50 o'clock P. M., the 12 day of Nov 1897
W. H. Kemp CLERK.
BY J. M. Whites D. C.

Original for this case 20th 1899 at 12 o'clock for the 1st time

Whereas, Meare indebted to S. H. Powell in the sum of One hundred and fifteen DOLLARS, as is evidenced by two promissory notes of even date herewith, due and payable as follows, to-wit: one hundred and fifteen dollars due on Oct. 15th 1898

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, Meare 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 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: all 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 1898 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 set apart and referred to in Book of A. C. pages 104 and 105 in the Chancery Clerk's office for Madison County the State of Mississippi as the share of Julius Simmons one of the heirs of Paul Moore deceased said lands and property being described and designated by deed of partition and plat recorded in said Book on said pages, being all the land that wd or either of us own in said plantation in Madison County Mississippi, also one bright bay mare named Doll one mixed colored mule named Bit

In trust upon these terms and conditions, viz: me Julia A. Simmons and Julius Simmons husband 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. H. Powell 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 no Dollars, in a Company acceptable to said S. H. Powell with the loss clause payable to said S. H. Powell 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 S. H. 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 me fail to perform or discharge any other obligations herein, said S. H. Powell 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 S. H. Powell or his assigns me 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 13th day of September A. D., 1897.

Julius A. Simmons Seal
Julius Simmons Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, J. R. Kumpf and Julius
Chambers clerk in and for said County and State the within named me
Julius and Julia Simmons who acknowledged that they signed, sealed and delivered the foregoing instrument on the 13th day and year therein mentioned.
Given under my hand and official seal, this the 13th day of Sept 1897.

Filed for Record at 3:50 o'clock 0 minutes 0 M., the 13th day of Sept 1897
J. R. Kumpf CLERK.

By J. R. Kumpf D. C.

Transferred to A. W. Simmons Nov 13 1897
Satisfying bond 29/98, M.C. No. 11

Satisfactory - fully by order of G. Chiles - all of the notes have been & are being paid by W. H. Powell

Whereas, We are indebted to Nettie G. Chiles in the sum of One Hundred Dollars, as is evidenced by two promissory notes of even date herewith, due and payable as follows, to-wit: for \$59.36 due 1898 and \$50.24 due in 1899

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 Adam and Isabelle 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: 100 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, 1898 and 1899 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, M & C Co's Bell & sec 8 Town 14 Range 5 East

In trust upon these terms and conditions, viz: we 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 Nettie G. Chiles 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 Nettie G. Chiles with the loss clause payable to said Nettie G. Chiles 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 Nettie G. Chiles 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 Nettie G. Chiles 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 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 Nettie G. Chiles 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 27 day of Oct A. D. 1897
Isabelle Boyd Seal
Adam Boyd Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY, } Personally appeared before me, GR Kemp
Adam Boyd in and for said County and State, the within named
Isabelle Boyd husband and wife they 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 Oct 1897

Filed for Record at 5 o'clock 0 minutes 0 M, the 19 day of Nov 1897
GR Kemp CLERK.
GR Kemp D. C.

Whereas, *We are* indebted to *Blanche Howell* in the sum of *Two Hundred and Twenty* DOLLARS, as is evidenced by *two* promissory notes of even date herewith, due and payable as follows, to-wit: *one Hundred and twenty dollars one hundred and ten dollars due one and 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, *Wilson Nickham & Elizabeth Nickham* 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 *1898 + 1899* in *Madison* County, *Mississippi*, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

1/2 1/2 & 1/4 Sec 30 T12 R15 East and one grey horse named Dick one bay mare named Julie

In trust upon these terms and conditions, viz: *we Wilson Nickham & Elizabeth Nickham* 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* *Blanche 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* Dollars, in a Company acceptable to said *Blanche Howell* with the loss clause payable to said *Blanche Howell = 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 *Blanche Howell* 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 *Blanche Howell* or *her* assigns can in *her* 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 *Blanche Howell* or *her* assigns *or* 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 *12th* day of *November* A. D., 189*7*
Wilson Nickham Seal
Elizabeth Nickham Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, *G. W. Adams*
a *Justice of the Peace* in and for said County and State, the within named *Wilson Nickham*
Blanche Howell and *Elizabeth Nickham* 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 *17th* day of *November*, 189*7*

G. W. Adams
Justice of the Peace of said Co

Filed for Record at *10* o'clock *a* M., the *20* day of *Nov*, 189*7*
G. W. Adams CLERK.
By *G. W. Adams* D. C.

Due 11/15 5000 paid by my chel to Blanche Howell with Howell's title

Whereas, *I am* indebted to *Mrs. M. E. McVie* in the sum of *Five* DOLLARS, as is evidenced by *five* promissory notes of even date herewith, due and payable as follows, to-wit: *one for \$70.00 due Nov 25th 1898 one for \$252.00 due Nov 25th 1899 one for \$234.00 due Nov 25th 1900 one for \$216.00 due Nov 25th 1901 one for \$198.00 due Nov 25th 1902*

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 Tom Douglas* 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: *N E 1/4 Sec 14 Dec 9 T 8 R 3 E* 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 *1907* in *Madison County, Mississippi*, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

In the event that I Tom Douglas should fail to pay any one of the above notes for the year stipulated I hereby agree that the said Mrs. M. E. McVie shall have a land lien upon all crops whatsoever grown on the above described land for the said year which I shall fail to meet said payment to the amount of one hundred dollars as rent for said land

In trust upon these terms and conditions, viz: *I Tom Douglas* 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 *W. H. POWELL* assign or hereafter advance to any other sum of money or other valuable thing, *I Tom Douglas* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *I Tom Douglas* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *100* Dollars, in a Company acceptable to said *W. H. POWELL*. *I Tom Douglas* covenant and promise to pay when due all legal taxes assessed against said property. Should *I Tom Douglas* not keep said property insured as aforesaid, or should *I Tom Douglas* fail to pay said Taxes as aforesaid, then the said *Mrs. M. E. McVie* 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 Tom Douglas* fail to perform or discharge any other obligations herein, said *Mrs. M. E. McVie* or *her* 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 Tom Douglas* 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 Tom Douglas* 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 *Mrs. M. E. McVie* 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 *my* hand and seal, this the *25th* day of *Nov*, 189*7*.

Witness
Harry S. Huber

Tom Douglas
his
mark

Seal
Seal
Seal

STATE OF MISSISSIPPI,
MADISON COUNTY.
Personally appeared before me, *G. R. Kenney*
Chancery Clerk in and for said County and State, the within named *Tom Douglas*
Tom Douglas 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 *25th* day of *Nov*, 189*7*.

G. R. Kenney
Chancery Clerk

Filed for Record at *12* o'clock *10* minutes *P.*M., the *25* day of *Nov*, 189*7*.

G. R. Kenney CLERK.
BY *G. R. Kenney* D. C.

Whereas, We are indebted to W. P. Gault in the sum of one thousand three hundred and ten DOLLARS, as is evidenced by one thousand and eighty dollars promissory notes of even date herewith, due and payable as follows, to-wit: one hundred and eighty dollars due 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 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. P. Gault, John Steen and J. C. Steen 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: all

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 funds 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, during the existence of the indebtedness secured by this deed in trust.

Also W 1/2 S 1/4 sec 16 T 11 R 3 E. S E 1/4 & S E 1/4 and W 1/2 N E 1/4 sec 17 T 11 R 3 East. N 1/2 N E 1/4 and 6 acres off the East side of N E 1/4 of W 1/4 sec 20 T 11 R 3 East and N 1/4 N E 1/4 of sec 21 T 11 R 3 East

G. A. French of Canton

In trust upon these terms and conditions, viz: W. P. Gault, John Steen and J. C. Steen 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 W. P. Gault or his assigns hereafter advance to me 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 W. P. Gault or his assigns with the loss clause payable to said W. P. Gault or his 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 W. P. Gault 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 W. P. Gault 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 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 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 W. P. Gault 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 26th day of November A. D. 1897

J. C. Steen Seal
John Steen Seal
J. C. Steen Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. } Personally appeared before me, James Milton Justice of the Peace in and for said County and State the within named J. C. Steen John Steen his wife and J. C. Steen 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 November 1897

Filed for Record at 10 o'clock am, the 29 day of November 1897
By J. R. Kemp CLERK.
John S. Galt D. C.

Whereas, we are indebted to G. A. Gummig in the sum of Four DOLLARS, as is evidenced by four promissory notes of even date herewith, due and payable as follows, to-wit: for \$1.00 - \$1.00 - \$1.00 and \$1.00 due on 1-2-3 11 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, W. H. Powell Trustee 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 1899 & 1899 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

The 1/2 1/2 & 1/4 Section 22 Township 11 Range 3 East (Town 11 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 Gummig 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 Gummig with the loss clause payable to said Gummig 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 Gummig 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 Gummig 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 G. A. Gummig 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 7th day of December A. D., 1897

G. A. Gummig Seal
W. H. Powell Trustee Seal
W. H. Powell Seal

STATE OF MISSISSIPPI,
 MADISON COUNTY.

Personally appeared before me, G. R. Kemp in and for said County and State the within named G. A. Gummig and W. H. Powell Trustee 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 7th day of Dec 1897

G. R. Kemp
 Clerk

Filed for Record at 10 o'clock 2 minutes A. M., the 7th day of Dec 1897

G. R. Kemp CLERK.

By G. R. Kemp D. C.

Trustee to Dr. G. A. Gummig, Madison County, Mississippi, for the purpose of securing the payment of the promissory notes of even date herewith, due and payable as follows, to-wit: for \$1.00 - \$1.00 - \$1.00 and \$1.00 due on 1-2-3 11 years after date respectively.

Whereas one hundred and thirty seven & 00/100 J M Letch in the sum of one hundred and thirty seven & 00/100 DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: one hundred and thirty seven & 00/100

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, Jake Jones & Easter 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: ours 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 1898 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

1/2 N 1/4 Sec 22 T8 R3 E. The lot of land beginning at the NW corner of the 1/2 NE 1/4 Sec 22 T8 R3 East and running thence each 5 chains and thence South 36' East to Robinson road, and thence in a South western direction along said road to the Smith Ferry road and thence along said Smith Ferry road to the SE corner of 1/2 NE 1/4 Sec 22 and thence West to SE corner of said 1/2 NE 1/4, and thence North to the beginning less 13 acres in SE corner of said 1/2 NE 1/4 = 1/2 E 1/2 NE 1/4 Sec 20 T8 R3 E. S 1/4 Sec 27 T8 R3 E. Being all the land that we or either one of us own

In trust upon these terms and conditions, viz: we, Jake Jones & Easter Jones 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 J M Letch 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 sum not less than no Dollars, in a Company acceptable to said J M Letch with the loss clause payable to said J M Letch = us 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 M Letch 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 M Letch 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 Letch 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 8th day of December A. D. 1897

Easter Jones Seal
Jake Jones Seal
mark Seal

STATE OF MISSISSIPPI, MADISON COUNTY. Personally appeared before me, G R Kenney Chancery Clerk in and for said County and State, the within named Jake Jones & Easter Jones 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 8th day of Dec 1897

Filed for Record at 9 o'clock 9th minutes A.M., the 8th day of Dec 1897
G R Kenney Clerk
By G R Kenney D. C.

Satisfied in full J M Letch in the fall of 1898

Whereas, we are indebted to *W. N. Felts* in the sum of *forty nine hundred and fifty dollars (\$4950.00)* DOLLARS, as is evidenced by promissory notes of even date herewith, due and payable as follows, to-wit: *forty nine hundred and fifty dollars (\$4950.00) 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, *W. H. 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, *W. H. Powell* 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 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, which we may employ during the year 1898, in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also, during this season*

Exp Dec 1 and Exp Dec 24 except that part South of the Old Agency Road in T7R1E and E 1/4 Sec 18 and all Sec 18 West of Old Agency in T7R2E also Exp and N 1/4 and 22 acres off E end N 1/2 NE 1/4 Sec 29 and all Sections 30 and 31 T7R2E. Should said Nichols and Thompson sell any of said lands said Felts agrees to release any sold upon payment of \$700 per acre to him and he will release Town lots upon payments to him of \$1000 for each lot

In trust upon these terms and conditions, viz: *W. H. Powell* 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 *W. H. Powell* assignees hereafter advance to *W. H. Powell* any other sums of money or other valuable thing, *W. H. Powell* covenant and promise to pay the same, and it shall be and is hereby secured by this deed of trust upon said property, *W. H. Powell* covenant and promise to keep the buildings upon said property insured against loss by fire in a sum not less than *Five hundred dollars* Dollars, in a Company acceptable to said *W. H. Powell*. *W. H. Powell* covenant and promise to pay when due all legal taxes assessed against said property. Should *W. H. Powell* fail to pay said taxes as aforesaid, then the said *W. H. Powell* can in *W. H. Powell* 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 *W. H. Powell* fail to perform or discharge any other obligations herein, said *W. H. Powell* or *W. H. Powell* assigns can in *W. H. Powell* option without notice to *W. H. Powell* declare all or any part of said notes due and payable, whether so by their terms or no. Now if *W. H. Powell* 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 *W. H. Powell* 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 *W. H. 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 *W. H. Powell* assigns can in *W. H. Powell* option 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 *24* day of *December*, 189*8*.
W. H. Powell
W. N. Felts

STATE OF MISSISSIPPI,
MADISON COUNTY.
W. N. Felts personally appeared before me, *W. H. Powell* in and for said County and State the within named *W. N. Felts* who acknowledged that *W. H. Powell* signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal, this *24* day of *December*, 189*8*.

Filed for Record at *9* o'clock *24* minutes of the day of *December*, 189*8*.
CLERK.
D. C.

State of Delaware
County of Cook
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Handled of Lot 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.

Whereas, we are indebted to J. M. Litch in the sum of Ninety + 20/100 DOLLARS, as is evidenced by our one promissory note 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 Catharine, Stephen & Bethe 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: 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 1898 & 1899 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 1/4 of Section 19 Township 11 Range 2 East and one black horse named Bob and one black mare mule named Ida and all other personal property that we or either of us now own including one wagon one buggy one cow. We are all over the age of 21 years and there is no lien on said property except balance due said Litch of \$43.00 on the old D.F. which is not included in this and which is still due him

(Transferred to Russ Avery Dec 30 1898)

J. M. Litch, Satisfied in full & discharged Oct 25 1899 R. A. Avery Trust

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 Litch 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 Litch with the loss clause payable to said Litch. 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 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 of 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. 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 Dec A. D., 1898 Catharine Brown Seal Stephen Brown Seal Bethe Brown Seal

STATE OF MISSISSIPPI, MADISON COUNTY. Personally appeared before me, J. R. Kemp, in and for said County and State the within named Catharine, Stephen & Bethe 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 7th day of Dec 1898

Filed for Record at 10 o'clock minutes of the 9th day of Dec 1898 J. R. Kemp Clerk By D. C.

Whereas, *We are* indebted to *A. D. Gunning* in the sum of *Three Hundred (\$300.00)* DOLLARS, as is evidenced by *our three promissory notes of even date herewith, due and payable as follows; to-wit: one hundred & eighty & 33/100 Dollars one hundred Dollars due on the 1st day of July 1899 due on the 1st day of July 1900 due on the 1st day of July 1901* 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. L. Brock & A. Brock, husband* 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 *1899-99+1900* in *Madison* County, *Mississippi*, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

1/2 NE 1/4 Sec 17 T 11 R 4 E and all personally that we or either of us own or may hereafter possess

Not paid without return T. C. S. Baker

This deed is dated in full Nov 1899
C. B. Parker

In trust upon these terms and conditions, viz: *we A. L. Brock & A. Brock husband* 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 *A. D. Gunning* 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 *A. D. Gunning* with the loss clause payable to said *A. D. Gunning* = *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 *A. D. Gunning* 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 *A. D. Gunning* or *her* assigns can in *his* 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 *A. D. Gunning* 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 *9th* day of *December* A.D., 189*7*

A. L. Brock Seal
A. Brock Seal
Seal

STATE OF MISSISSIPPI,
MADISON COUNTY, }
Personally appeared before me, *Samuel Milton*
Justice of the Peace in and for said County and State the within named *A. L. Brock & A. Brock 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 *9th* day of *December* 189*7*
Samuel Milton J. P.

Filed for Record at *10* o'clock *4* minutes *AM*, the *10* day of *Dec* 189*7*
M. R. Kemp CLERK.
BY *M. R. Kemp* D. C.

Whereas, W. H. Powell indebted to A. D. Humming in the sum of Five hundred and Fifty DOLLARS, as is evidenced by one promissory note promissory notes of even date herewith, due and payable as follows, to-wit: For \$150.00 + \$140.00 + \$190.00 + \$120.00 = \$580.00
due in 1-2-3-4-5 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, W. H. Powell 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 1898 + 1899 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 this deed in trust also the N 1/2 of N W 1/4 Sec 17 and N E 1/4 N E 1/4 Sec 20 and N W 1/4 N W 1/4 Sec 21 all in Township 11 Range 4 East and all personal property that we or either of us now own

*Satisfactory renewal
by not check E
answered we 24/10/02
was signed
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 A. D. Humming 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 A. D. Humming with the loss clause payable to said A. D. Humming 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 A. D. Humming 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 A. D. Humming or her assigns can in her 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 A. D. Humming 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 9th day of December A. D., 1897

J. M. Dickerson Seal
Matie Dickerson Seal
Seal

STATE OF MISSISSIPPI,
MADISON COUNTY.

Personally appeared before me, Samuel Milton in and for said county and State the within named J. M. Dickerson husband and wife Matie Dickerson 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 9th day of December 1897

Samuel Milton

Filed for Record at 10 o'clock AM, the 10 day of Dec 1897

J. R. Kemp CLERK.

BY D. C.

Cancelled & satisfied full with Powell Trustee

The N.P.C.F. of Nov. 24, 1897, in which I was named as a party to the deed, is hereby assigned to the undersigned by the said N.P.C.F. and the undersigned hereby assigns the same to the undersigned. Anderson

Whereas, we are indebted to A.D. Gunning in the sum of Four hundred and thirty two DOLLARS, as is evidenced by one hundred and forty four dollars promissory notes of even date herewith, due and payable as follows, to-wit: one hundred and forty four dollars due 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 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 years 98, 99 & 1900 in Madison County, Mississippi, and all of the rents, issues and profits arising from or growing out of the property hereinafter described; also,

Fifteen acres off the North end N 1/2 Sec 14 Dec 19 712 R 5 E
N 1/2 E 1/2 N 1/4 Dec 19 712 R 5 E N 1/2 E 1/2 N E 1/4 and N 1/2 N E 1/4
Dec 30 712 R 5 E E 1/2 E 1/4 N 1/4 Dec 30 712 R 5 E also
one sorrel horse named Clipper one black mare named
Nellie one white cow named Lilly one black and white ox
named Bill, one black and white ox named Rowdy
one Hackman Wagon

In trust upon these terms and conditions, viz: we Anderson Massey Lettie Massey wife 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 Anderson 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 1000 Dollars, in a Company acceptable to said Anderson with the loss clause payable to said Anderson 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 Anderson 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 Anderson or her assigns can in her 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 Anderson 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 24 day of November A. D., 1897

Anderson Massey Lettie Massey
mark
mark
mark

STATE OF MISSISSIPPI,
MADISON COUNTY. Personally appeared before me, G. N. Adams Justice of the Peace, in and for said County and State, the within named Anderson Massey Lettie Massey 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 6th day of Dec 1897

G. N. Adams J.P.

Filed for Record at 9 o'clock A.M., the 11th day of Dec 1897
G. R. Kemp CLERK.

Whereas, we are indebted to Mississippi State Bank in the sum of Two Thousand and Ten Dollars (\$2100) DOLLARS, as is evidenced by two promissory notes of even date herewith, due and payable as follows, to-wit: One Thousand Dollars, due on the 1st day of January, 1907, and one Thousand and ten Dollars, due on the 1st day of January, 1908, 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. A. Linn and Josephine Linn 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,

E 1/2 S E 1/4 Section 30 N 1/2 W 1/2 N W 1/4 & S 1/2 N W 1/4 Section 32 all in T 12 R 5 E.

1/5 '03
 Satisfied in full
 W. H. Powell
 L. H. P.

In trust upon these terms and conditions, viz: W. A. Linn and Josephine Linn 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 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 Two Thousand Dollars, in a Company acceptable to said Mississippi State Bank with the loss clause payable to said Mississippi State Bank; 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 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 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 Mississippi State Bank or its 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 1st day of November A. D., 1897

A. B. Linn Seal
Josephine Linn Seal

STATE OF MISSISSIPPI, }
 MADISON COUNTY. Personally appeared before me, Sam'l Milton
 a Justice of the Peace, A. B. Linn and Josephine Linn (wife) in and for said County and State, the within named they 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 9th day of December 1897
Sam'l Milton, J.C.

Filed for Record at 10 o'clock 9 minutes A.M., the 13 day of Dec 1897
G. R. Kemp CLERK.
 By D. C.

Whereas, I am indebted to W. H. Powell in the sum of Eighty four + 34/100 (94.34) DOLLARS, as is evidenced by my two promissory notes of even date herewith, due and payable as follows, to-wit: Forty dollars + 34/100 Forty four dollars due on October first 1898

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, J. R. Molder 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 1898 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 name Kit one bay mare name
Sparks one mule with 5 months old named Jack one
cow and calf cow named Roddy one wagon

In trust upon these terms and conditions, viz: J. R. Molder 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 W. H. Powell or his assigns hereafter advance to W. H. Powell 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 W. H. Powell with the loss clause payable to said W. H. 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 W. H. 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 I fail to perform or discharge any other obligations herein, said W. H. Powell 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 W. H. Powell 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 my hand and seal, this the 16 day of Dec A. D., 1897
J. R. Molder
mark
Seal
Seal
Seal

STATE OF MISSISSIPPI, }
MADISON COUNTY. }
Personally appeared before me, G. R. Kemp
Chancery Clerk in and for said County and State, the within named J. R. Molder
J. R. Molder 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 16 day of Dec 1897

Filed for Record at 12 o'clock 16 minutes Dec day of Dec 1897
G. R. Kemp CLERK.
By _____ D. C.

Dec 11 1897 Safety Co. of St. Louis