whatsoever concerning the premises as fully and in every respect as we might or could do, were we personally present at the doing thereof, ratifying and confirming and by these presents allowing whatsoever our said attorney shall in our names lawfully do or cause to be done in and about the premises by virtue of these presents, — In witness whereof we have hereunto set our hands and seals the 27th day of January A.D 1838,

Witness
Louis D. Wilson

Randolph Cotton (Seal)
E. Elliott (Seal)
Margaret Elliott (Seal)

State of North Carolina
Edgecomb County } Be it known that this day the 27th of January A.D 1837. personally appeared before me Russell Chapman Notary public duly commissioned under the great seal of the state aforesaid for the County of Edgecombe aforesaid qualified & sworn — Randolph Cotton. Elisha Elliott & Margaret Elliott his wife, and duly acknowledged the foregoing power of attorney in favor of Frederick R. Pittman to be their act & deed for the purposes therein contained, And I do further certify that the said Margaret before marriage to the said Elisha was Margaret Fort, and that I was present at her marriage to the said Elisha and also, that I was acquainted with George W. Patterson before he left this place for the South. And that the said Randolph & Margaret who signed the foregoing power, are the persons they represent themselves, as entitled to the property under the will of the said George —

In testimony whereof I have hereunto set my hand and affixed my notorial seal of office at Tarborough the day & year aforesaid.

(Seal)

Russell Chapman Notary Public —

The State of North Carolina,

To all to whom these presents shall come: Greeting.

Be it known, that Russell Chapman whose signature appears in his own proper handwriting to the annexed certificate of Power of Atty to F. R. Pittman was at the time of signing the same, and now is Notary Public for the County of Edgecomb State of N. Carolina, and as such he is qualified and empowered to give said Certificate, which is here done in the usual and proper manner, and full faith and Credit are due to the same, and ought to be given to all the official acts of the said Russell Chapman Notary Public as aforesaid.

In testimony whereof, I Edward B. Dudley, Governor Captain General and Commander in Chief, have caused the great seal of the state to be hereunto affixed, and signed the same at the City of Raleigh, on the twenty ninth day of January in the year of our Lord One thousand eight hundred and thirty Eight, and in the year of the Independence of the the United States. 62d

Edwd. B. Dudley

By the Governor
Christopher C. Battle Private Secretary.

John L. Sherrod & wife } Received for Record 16th April & Recorded 25th May 1838
Deed } The State of Mississippi }
Thomas G. Metton } Madison County } Know all men by these presents
that I, John L. Sherrod, Lucinda his wife of the county and state aforesaid
of the twenty fifth day of January in the year of our Lord One Thousand
eight hundred and thirty eight for and in consideration of the sum of four
thousand and eighty dollars to me in hand paid by Thos G. Metton of the
same county and state the receipt whereof is hereby acknowledged, have
granted, bargained, sold, conveyed and confirmed, and do hereby grant,
bargain, sell, convey and confirm unto the said Thos G. Metton his heirs and
assigns forever. The West half of South West quarter of Section Eighteen of town-
ship Nine of Range five East, containing Eighty acres and Sixteen hundredths
of an acre to Have and to Hold. Also the South East fourth of Section thirteen
of Township Nine of Range four East, containing One hundred and fifty six
acres and fifty two hundredths of an acre to Have and to Hold to the
said Thos G. Metton his heirs and assigns forever as an Estate in fee simple
And I the said John L. Sherrod for my self, my heirs, Executors & Administrators
do covenant to warrant and forever defend the estate hereby conveyed to
the said Thos G. Metton his heirs and assigns against the Claim or Claims
of any person or persons whatsoever.

In witness whereof we have hereunto subscribed our names
and affixed our seals the date first above written.

John L. Sherrod (seal)
Lucinda her x mark Sherrod (seal)

State of Mississippi }
Madison County } Personally appeared before — James F. Barry Esq
a justice of the peace for the State and County aforesaid ~~written~~ John L.
Sherrod who acknowledged that he signed sealed and delivered the written
deed as his voluntary act and deed, Also Lucinda Sherrod his wife who
after separate examination from her ~~said~~ husband acknowledge that
she without persuasion fear or threats that — signed sealed and delivered
the foregoing deed as her own voluntary act and deed before — this
2nd day of March A.D. 1838

James F. Barry J.P.

vvv

Henry H. Hill } Received for Record & Recorded May 15th 1838
Deed Trust }
James M. Baker } This Indenture made & entered into this the fourth day of
May A.D. 1838 Between Henry H. Hill of the County of Madison & State of Miss-
issippi of the first part, & James M. Baker of the State & County aforesaid of the second
part, & David M. Porter, John A. Hackett & James L. Allen of the said State &
County of the third part, Witnesseth that in consideration hereinafter
expressed & for the further consideration of five dollars in hand paid by the
party of the second part, to the party of the first part, the receipt whereof
is hereby acknowledged, the said party of the first part doth sell
grant & sold & by these presents do bargain & sell, alien & convey —

unto the party of the second part all his right title & interest in & to a certain tract or parcel ... purchased by the party of the first part of A. S. Alexander of James L. Napier on the fifth day of May 1838 & described in the conveyance Bond given by sd Napier to the sd party of the first part & the ... A. S. Alexander, as the "remaining undivided half of a certain tract of land purchased by sd Napier from James & M. H. Masser situate & being in the Counties of Madison & Leake on the waters of Pearl River" containing Eight hundred & twenty acres together with five Negroes Viz Harry aged 21 years, Harriet aged 18 years, Henry aged 30 years, Wilson aged 12 years, George aged 5 years. To Have & to Hold the above described tract of land & the above mentioned negroes, unto him the sd party of the second part his heirs Successors & assigns forever, & the sd party of the first pt doth for himself his heirs & Covenant & agree to & with the party of the second part to warrant & defend the title to the sd land & negroes against the Claim or Claims equitable or legal of all persons whomsoever. Nevertheless upon the express Condition, that whereas the sd Porter & Hackett parties of the third part have in Conjunction with the party of the first drawn a bill of Exchange for the sum of four Thousand Dollars — dated 5th day of May 1838 & payable 8 months after date, on the sd James L. Muse & the others party of the third part & accepted by sd ... by him the sd Muse; Now if the sd party of the first part shall well & truly pay or Cause to be paid to the holder thereof the sd bill of Exchange at the time the same shall mature, or otherwise Cause the sd bill to be satisfied discharged & annulled, so as to release entirely the sd parties of the third part from all liability on the same, then & in that Case this Indenture shall be void & of no effect. Otherwise the sd party of the second part shall & may at the request of the parties of the third part or either of them, sell the said land & negroes hereby Conveyed, or such part thereof as may be necessary for the purpose of paying the sd sum of Money in sd bill mentioned with all interest that may be due thereon at the time of such Sale, together with all expenses accruing by reason of sd sale. The sd party of the second part shall first give thirty days notice of the time & place of sd sale in some News paper published in the Town of Canton in the County aforesd or by advertisement posted in three conspicuous & public places in the sd Town —

In testimony whereof the parties aforesd have hereto set their hands & seals this the day & year above written,

H. H. Hill (Seal)
James M. Baker (Seal)
D. M. Porter (Seal)
J. A. Hackett (Seal)
James L. Muse (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Henry H. Hill, David M. Porter, John A. Hackett and James L. Muse who severally acknowledged that they signed sealed and delivered the foregoing written instrument as their act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of Office

at Canton this 7th Day of May Anno Domini 1838

John T. Cameron Clerk

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named James M. Baker and acknowledged that he signed sealed and delivered the foregoing written instrument as his act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton this 18th day of May A.D. 1838

John T. Cameron Clerk

Elisha Lott & Wife } Received for Record 16th & duly Recorded 15th May 1838
to
Deed
Hugh Caldwell } This Indenture made & entered into this 24th of October 1835 between Elisha Lott & his wife Elizabeth J. Lott his wife of the County of Madison & State of Mississippi of the one part and Hugh Caldwell of the County & State aforesaid of the other part Witnesseth that the said Elisha Lott & Elizabeth J. Lott his wife, both for & in consideration of the sum of Two hundred dollars to them in hand paid by the said Hugh Caldwell the receipt whereof is hereby acknowledged to the said Hugh Caldwell his heirs Executors & administrators, forever have by these presents, granted, bargained sold & confirmed unto the said Hugh Caldwell & his assigns forever, a certain tract of land containing One hundred and fifty acres more or less, known and designated to wit, the South East quarter of section No. 20 in township No 11 of Range No 8 East lying & being in the County & State aforesaid. To Have & to Hold the said lands as above described with all & singular the appurtenances thereto belonging or in any wise appertaining unto the said Hugh Caldwell his heirs, Executors Administrators & assigns & the said Elisha Lott & his wife Elizabeth J. Lott do for themselves, their heirs Executors & administrators & assigns covenant & agree to & with the said Hugh Caldwell his heirs, Executors, administrators & assigns to warrant & defend the title of the aforesaid tract of land from themselves their heirs Executors, administrators or assigns & from all & every other person or persons claiming or claiming whatsoever, unto the said Hugh Caldwell his heirs, Executors & administrators forever. In testimony whereof the said Elisha Lott & his wife Elizabeth J. Lott have hereunto set their hands & seals the day & year above written in witness hereof we set our hands & seals,

Elisha Lott (seal)
Elizabeth J. Lott (seal)

State Mississippi }
Madison County } Personally came before me acting justice of the peace in & for the County & State aforesaid Elisha Lott & Elizabeth J. Lott his wife whose names are subscribed to the foregoing deed & acknowledged that they signed sealed & delivered the same to the within named Hugh Caldwell as their own proper act & deed in the day and year therein written, for the purposes therein expressed. The said Elizabeth J. Lott the wife of the said Elisha Lott by me examined separate & apart from her said husband

Acknowledged that she signed sealed & delivered the foregoing deed truly & voluntary of her own accord without the fear threats or insulation of her husband on the day & year therein written & for the purposes therein expressed.

Given under my hand & seal this 24th October 1835.

Samuel Humphries JP

Lewis D. Jones & wife Received for Record April 17th & Recorded May 15th 1838
Deed
James C. Napier

This Indenture made and entered into this ninth day of April Anno Domini Eighteen hundred and thirty eight Between Lewis D. Jones and Susan his wife of the County of Madison & State of Mississippi of the one part, and James C. Napier of the County of Madison and State aforesaid of the other part, Witnesseth, that the said Lewis D. Jones and Susan his wife for and in Consideration of the sum of One Thousand dollars to them in hand paid by the said James C. Napier at and before the sealing and delivery hereof the receipt whereof they do hereby acknowledge and thereof acquit and forever discharge the said James C. Napier his heirs Executors and administrators, by these presents have granted, bargained sold and Conveyed, and by these presents do grant, bargain, sell and convey unto the said James C. Napier and to his heirs and assigns forever all of the following described land lying and being in the County of Madison & State of Mississippi (to Wit) The South half of the East half of the North West quarter of section 3. Township Nine of Range Four East together with all and singular the appurtenances thereunto belonging or in any wise appertaining: And also all the Estate, right, title, interest property, Claim and demand whatsoever of them the said Lewis D. Jones and Susan his wife in law or Equity or otherwise of, in to or out of, the same. To Have and to Hold the said land and premises hereby granted with the appurtenances unto the said James C. Napier his heirs and assigns forever in fee simple, to the only proper use and behoof of the said James C. Napier and his heirs and assigns forever. And the said Lewis D. Jones and Susan his wife for themselves their heirs, Executors, and administrators do Covenant promise grant and agree to and with the said James C. Napier and his heirs and assigns by these presents that they the said Lewis D. Jones and Susan his wife and their heirs the said above mentioned and described land and premises hereby granted, with the appurtenances, unto the said James C. Napier and his heirs and assigns against them the said Lewis D. Jones and Susan his wife and their heirs and against all and every person and persons whomsoever lawfully claiming or to Claim the same shall and will warrant and forever defend by these presents.

In testimony whereof the said Lewis D. Jones and Susan Jones his wife have hereunto set their hands and affixed their seals the day and year first above written

Signed sealed and delivered

Lewis D. Jones (seal)
Susan Jones (seal)

in presence of the undersigned
an acting justice for said County
April the 10th 1838
James M. Baker J.P.

State of Mississippi } Personally appeared before one James M. Baker
Madison County } an acting justice of the Peace in and for said County. Susan Jones the wife of Lewis D. Jones and after a private examination separate and apart from her husband the said Lewis D Jones acknowledged that she signed sealed and delivered the within Indenture to be her voluntary act and deed also relinquishing all her dower right title and claim to within named premises without fear threat or reward of her husband the said Lewis D. Jones.

Given under my hand and seal this 10th day of April 1838

James M. Baker J.P.

Redwin Pearce & Wife } Received for Record April 17th & Recorded May 16th 1838
Deed } The State of Mississippi
William Arnold } Madison County } Know all men by these presents that I Redwin Pearce and Mary my wife both of the state and county aforesaid, for and in consideration of one thousand and five hundred dollars to me in hand paid by William Arnold of said state and County the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell, and convey unto the said William Arnold his heirs & assigns the following described tracts or parcels of land, to wit, the North half of the East half of the South West quarter of section No Nine in Township No Ten North of Range No five East containing thirty nine and 76/100 of acres, also the South half of the West half of the North East quarter of section No Nine in Township No ten North of Range No five East containing thirty nine and 77/100 acres making in all seventy nine and 53/100 acres, To Have and to Hold the above granted premises with the privileges & appurtenances thereunto belonging to the said William Arnold his heirs and assigns to his and their use and behoof forever; And I the said Redwin Pearce and Mary my wife for my and herself my heirs Executors & administrators do hereby covenant with the said William Arnold his heirs and assigns that I am lawfully seized in fee of the above granted premises & that they are free from all incumbrances, that I have a good right to sell & convey the same to the said William Arnold as aforesaid & that I will & my heirs Executors & administrators shall warrant and defend the same against the lawful claims & demands of all persons; In Witness Whereof I the said Redwin Pearce and Mary my Wife have hereunto set our hands & seal this fifteenth day of December in the year of our Lord Eighteen hundred and thirty six

signed sealed and delivered
in the presence of
John Hassett

Redwin his + mark Pearce (seal)

Mary her + mark Pearce (seal)

State of Mississippi } Personally appeared before me Samuel Hamblin
Madison County } an acting justice of the Peace in and for said County Redwin Pearce who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act & Deed

Given under my hand and seal this 16th day of December 1836

Saml Hamblin J.P. [seal]

State of Mississippi } Saml Hamblin J.P. [seal]
Madison County } Personally appeared before me Saml Hamblin an acting justice of the peace in and for said County Mary Pearce wife of the above named Redwin Pearce who being by me examined separate and apart from her said Husband who acknowledged that she signed sealed and delivered the foregoing Deed voluntarily and not from any threat fear or compulsion of her said husband but for the express purposes therein mentioned

Given under my hand and seal this 9th day of January A.D. 1838

Saml Hamblin J.P. [seal]

not in Hand Ctg.

James R. McCarty } Received for Record May 15th & Recorded May 17th 1838
Deed
Nathan Bryant } This Indenture made and entered into this 14th day of December 1836 Between James R. McCarty of the County of Madison & State of Mississippi of the one part, & Nathan Bryant of the County of Hinds & same State of the other part Witnesseth, That the said McCarty for & in consideration of the sum of thirty six hundred dollars to him paid by the said Bryant, the receipt whereof he doth hereby acknowledge, doth give grant bargain, sell alien & convey to the said Bryant, the following described tracts or parcels of land situate lying & being in the said County of Madison & State aforesd and designated as follows to wit. The South half of lot No 7 & the North half of lot No One of Section No thirty six, Township No Eight of Range No four West. Containing Eighty acres being the same entered by the said McCarty at Mount Salus Land Office on the 4th day of September 1835 – Also the South half of lot No One & North half of lot No four of Section No thirty six of Township No Eight of Range Four West, Containing Eighty acres. being the same entered by sd McCarty at the land office aforesd on the 23rd day of December 1832 – And also lot No Eight of of Section thirty six of Township No Eight of Range No Four West, containing Eighty acres entered by the said McCarty at the aforesd land Office on the 26th day of December 1833. be the said several parcels of land aforesd Eighty acres each more or less. To Have & to Hold the above described parcels of land to the sd Bryant & his heirs forever, together with & singular the incidents & appurtenances thereunto in any manner belonging And the said McCarty doth hereby covenant and agree to and with the

said Bryant, that he will forever warrant & defend the right & title of in and to said several tracts of land apt. to him the said Bryant free from the claim or claims of all & every person or persons whatsoever. And the said McCarty doth further covenant & agree to & with the said Bryant, that he is seized & possessed of a good perfect & indefeasable title in & to the aforesd described & designated parcels of land & that he hath good & lawful right in law & equity to sell & convey the same.

In testimony of all which the sd McCarty hath hereunto set his name & affixed his seal the day & year first above written.

J. R. McCarty {Seal}

State of Mississippi }
Madison County } Personally appeared before me W. Varnell an acting justice of the Peace in and for the above County the above named James R. McCarty who acknowledged that he assigned the above deed for the purposes therein expressed

Signed sealed before me this 16th December 1836

W. Varnell {J.P.}

W. M. Winbourne } Received for Record May 14th & Recorded May 16th 1838
Power Attorney }
Edmund H. Taylor }

Know all men by these presents that we William M. Winbourne and Mary B. Winbourne his wife of the county of Madison and state of Mississippi by these presents, have ordained, constituted and appointed Edmund H. Taylor of said County, our worthy friend, our true and lawful Attorney in fact for us and in our name and stead to sign in any Stock bond necessary to be signed, sealed and delivered with our names and to the deliver the same to the President and directors of the "real Estate Banking Company of Hinds County" and to sign seal and deliver a suitable Mortgage for us and in our names to the said President and directors aforesaid to secure the amount of stock subscribed by us in said Real Estate Banking Company and to do and perform all and every thing necessary to be done and performed in and about the premises for us in as ample a manner — we ourselves could do the same were — personally present, And moreover we hereby authorize him to do and perform all and every other duty or duties matters and things in relation to our business of every kind and description in the state of Mississippi and especially to make bonds, notes or bills in the course of our business, and to give acquittances and receipts in as full clear and ample a manner as we could do were — personally present or personally doing the several acts ourselves, hereby ratifying and confirming whatever our said Attorney in fact may do for us under this power of Attorney.

Given under our hands and seals this Eleventh day of May 1838.

W. M. Winbourne {Seal}
Mary B. Winbourne {Seal}

The State of Mississippi } Personally appeared before me J. Roach
Madison County } a Justice of the Peace in and for said County
William M. Winbourne and Mary B his wife whose names are subscribed
to the within instrument who acknowledged that they signed, sealed
and delivered said instrument on the day and year therein written
as their act and deed, for the purposes therein mentioned.
And the said Mary B. having been examined by me separate and
apart from her husband acknowledged that she signed sealed and
delivered the within instrument as her voluntary act and deed
without any fear threat or compulsion from her husband.
Given under my hand and seal this twelfth
day of May A.D. One Thousand Eight hundred and thirty Eight.

J. Roach, J.P. {Seal}

The State of Mississippi }
Madison County } I John T. Lawson Clerk of the Probate Court of
said County do hereby Certify that James Roach whose signature as
attached to the foregoing Certificate of acknowledgement is and was at
the time of taking the same an acting justice of the Peace in and for
said County duly commissioned and qualified as the law directs and
that full faith and Credit are due to all his official acts
Given under my hand and seal office at Canton
this 14th day of May A.D. 1838

{L.S.}

John T. Lawson Clerk
per

Ansley McCarroll Admr } Received for Record 14th & Recorded 17th May 1838
Deed
Gavin & Winbourne }

This Indenture made this twenty eighth day
of December A.D. 1836 between Ansley McCarroll Administrator of the
Estate of Zabron W Barfield deceased of Madison County and State of
Mississippi, of the one part and Wm M Gavin & Wm M. Winbourne of the County
and State aforesaid of the other part, Witnesseth that the said McCarroll
as administrator aforesaid, by virtue of an order of the Hon. Probate Court
of the County & State aforesaid made at the December Term thereof A.D. 1835
at public Auction to the highest bidder, for and in Consideration of the
sum of thirteen thousand five hundred dollars paid and secured to be paid
to him, hath given, granted, bargained and sold and by these presents
doth give, grant, bargain and sell unto the said Gavin & Winbourne & their
heirs all and singular the following described tract of land lying and
being in the County of Madison and in the district of the land Office located
at Mount Salus: to wit – The East half of the North East quarter, the East
half of the South East quarter of Section number thirty two. The South West
quarter, and the West half of the North West quarter of Section number thirty
three. all of township number nine Range number one West. Also about
five Acres off of the South West Corner of the East half of the North West quar-
ter of Section No thirty three (Except that part of the Town of Vernon that

lies south of Main Street and has been Deeded for by the said Barfield deceased, for Town Lots, and an exception of One Acre about the middle of the North end of the East half of the South West quarter of Section Number thirty three including the Grave Yard, where the said Barfield deceased and family is buried) containing in all four hundred acres more or less. To Have and to Hold the lands aforesaid together with their appurtenances, unto the said Gavin y Winburne and their heirs forever. And the said McCarroll as administrator aforesaid covenants and agrees to warrant and forever defend the title of said lands to the said Gavin y Winburn against the claims of the heirs and representatives of the said Zaban W Barfield deceased and against the claim or claims of all persons claiming through or under them and Ansley McCarroll as administrator as aforesaid, so far as he is authorized and empowered does hereby bind the heirs and representatives of the said Zaby Barfield deceased to warrant and forever defend the title of said lands against all other claims whatsoever

In testimony whereof the said Ansley McCarroll as administrator as aforesaid doth hereunto set his hand and affix his seal the day and year aforesaid.

Ansley McCarroll {Seal}

The State of Mississippi }
Madison County } Personally appeared before me L. Mitchell a justice of the Peace of said County Ansley McCarroll administrator as therein named in this deed who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed as administrator as aforesaid,

Given under my hand and seal this 26th day of January A.D. 1837

L. Mitchell J.P. {Seal}

Ansley McCarroll } Received for Record 16th y Recorded May 17th 1838
Deed
Gavin y Winburn }

This Indenture made this 28th day of December A.D. 1836 between Ansley McCarroll y Lucinda his wife of the County of Carroll and State of Mississippi of the One part and Wm M Gavin y Wm M. Winburn of the County of Madison and State aforesaid of the other part, Witnesseth That the said McCarroll and Lucinda his wife for and in consideration of the sum of five thousand two hundred and twenty dollars paid and secured to be paid to them, hath given, granted bargained and sold and by these presents doth give, grant, bargain and sell unto the said Gavin y Winburn y their heirs all and singular the following described tract of land lying and being in the County of Madison and the District of Land Office located at Monroe Intending to wit, the East half of the North West quarter and the West half of the North East quarter of Section Number thirty three of Township No Nine of Range No One West (Except about five acres off of the South West corner of the East half of the North West quarter of said Section) containing in all

about one hundred and fifty five acres be the same more or less - To Have and to Hold the lands aforesaid together with their appurtenances unto the said Gwin y Winburn and their heirs forever - And the said McCarroll and Lucinda his wife covenants and agrees to warrant and forever defend the title of said lands to the said Gwin y Winburn against the Claim or Claims of all persons whatsoever -

In testimony Whereof the said Ansley McCarroll and Lucinda his wife doth hereunto set their hands and affix their seals the day and year aforesaid

Anslay McCarroll {seal}
Lucinda McCarroll {seal}

The State of Mississippi }
Madison County } Personally appeared before me D. Mitchell a justice of the Peace of said County the above named Anslay McCarroll who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal this 26th day of January A.D. 1837

D. Mitchell J.P. {seal}

The State of Mississippi }
Carroll County } Personally appeared before me William Blanks Judge of Probate for said County Mrs Lucinda McCarroll wife of the said Anselay McCarroll y being examined by me separate y apart from her husband acknowledged that she signed sealed y delivered the within deed as her own voluntary act y deed without fear threat or compulsion of her husband

Wm Blanks Judge of Probate

James Scoggs y Received for Record April 19th y Recorded May 18th 1838
Lyd.

J. L. McCarty } This Indenture made and entered into on the twentieth day of May one thousand eight hundred and thirty seven Between James Scoggs of the first part, and John L McCarty of the second part, both of the State of Mississippi and County of Madison Witnesseth that the said James Scoggs for and in consideration of the sum of Three Thousand Dollars to him in hand paid the receipt whereof is hereby acknowledged hath on the day and date above written Bargained and sold to John L McCarty and by these presents do bargain and sell to the said John L McCarty his heirs and assigns the lot or parcel of land being and lying in the State and County aforesaid and known and designated as North East quarter of Section Thirty five of Township Eight of Range Three West, of Choctaw District. Containing One hundred and sixty acres and twelve hundredth of an acre together with all and singularly the hereditaments and appurtenances thereto belonging or in any wise appertaining To Have and to Hold to the said John L McCarty his heirs and assigns to the sole and only use and benefit and behoof of the said John L McCarty his

heirs and assigns forever. The title whereof I will warrant and defend against any heirs executors and administrators, and all claims whatsoever to the said John L. McCarty his heirs and or assigns forever. — In Witness whereof I have set my hand and seal this the day and date above written

N.B. "Wellford" John L. McCarty was interlined before the assigning on the 6th line. } James Swayze {Seal}

State of Miss } Personally appeared before me the undersigned
Madison County } an acting justice of the peace for the aforesaid county James Swayze who acknowledged that he assigned the foregoing deed for the purposes therein expressed, this 9th June 1837

Wm Varnell J.P.

David M. Porter & wife } Received for Record April 21st & Recorded 18th May 1838
Sled
William G Crump } This Indenture made the twenty-seventh day April in the year of our Lord One thousand eight hundred and thirty eight between David M. Porter & Eliza H. Porter of the County of Madison & State of Mississippi of the one part, and William G Crump of the County & State aforesaid of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of Two thousand dollars lawful money of the United States of America to him in hand paid by the said party of the second part at and before the ensealing of these presents the receipt whereof is hereby acknowledged hath granted Bargained Sold, alien, Premise, release, Convey and Confirm unto the said party of the second part and his heirs and assigns forever. All that certain Lot or parcel of land situated being and lying in the Town of Madisonville in the County of Madison and State aforesaid and more fully described as being Lot Number one hundred and fifty nine as marked in the plat of said Town, fronting on Main Street fifty feet and running back One hundred feet, Together with all and singular the tenements, Hereditaments and appurtenances thereunto belonging or in otherwise appertaining and the reversion & reversions, Remainder & remainders Rents, issues & profits thereof, and also all the Estate right title interest, property, possession, claims & demands whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances, To Have and to Hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever, and the said parties of the first part and their heirs the said premises in the quiet and peaceable possession of the said party of the second part his heirs

or assigns against the said parties of the first part their heirs. And against all and every person or persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend

In testimony whereof the said parties of the first part hath hereunto set their hands and seals the day and year first above written.

M. M. Porter Seal
Eliza A. C. Porter Seal

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County David M Porter & Eliza A C Porter this wife who acknowledged the within written instrument as their act & deed on the day & year therein mentioned. The said Eliza A. C. being by me examined separate and apart from her Husband and the contents thereof being first made known to her declared that she did voluntarily and of her own free will & accord sign seal and as her act and deed deliver said instrument of writing without any coercion or compulsion of her said husband. Given under my hand & seal this 20th day of April AD 1838

Henry Garrett JP Seal

Gideon Bass } Received for Record & Recorded May 18th 1838
Deed Trust }
Enoch Rose }

This Indenture made this 19th day of July Eighteen hundred and thirty six Between Gideon Bass of the County of Madison and State of Mississippi of the one part, and Enoch Rose of the City & State aforesaid of the second part, and Anthony Byrne of the County & State aforesaid of the other part (Witnesseth) that Whereas the said Gideon Bass stands justly indebted to the said Byrne in the sum of Two thousand, three Hundred Dollars in three different notes, One note due (1837) Eighteen hundred & thirty seven for seven hundred dollars, One other note due (1838) Eighteen hundred & thirty eight for Eight hundred Dollars. One other Note due (1839) Eighteen hundred and thirty nine for Eight hundred dollars, having reference to the said notes will more plainly show, and the said Bass being honestly desirous to secure the said debt to the said Byrne, have for and in consideration of the sum of One dollar to him in hand paid by Enoch Rose bargained and sold and conveyed to the said Rose in trust the following parcels of land (to wit) West half of North East quarter of Section No 22 Township No 7 Range No 3 East, Containing fifty nine acres 84/100. Also the South half of the West half South West quarter of Section 14 Township No 7 Range No 3 East Containing forty acres, Containing in the whole One hundred and nineteen acres 84/100. all of which lands the said Bass do warrant and defend the right title and interest to be free and clear unto him the said Rose in Trust, Now if the said Bass fails to pay the aforesaid notes as they become due, then

the said Rose is authorized after being applied to by the said Byas to sell the aforesaid lands to the highest bidder first giving thirty days notice in three public places. the money arising from such sale to apply to the payment of the aforesaid Notes, should there be any thing remaining in the hands of the said Rose arising from the sale of said lands after paying the aforesaid debt, pay the same over without delay to the said Gideon Bass his heirs or assigns. In testimony of which we have hereunto set our hands and affixed our seals the day and date above

Done in presence of
George his X mark Beaks
William his X mark Beaks

Gideon Bass {Seal}
Enoch Rose {Seal}

The State of Mississippi } Personally appeared before the undersigned
Madison County } Justice of the Peace in for the County aforesaid
William Beaks one of the subscribing witnesses to the annexed deed
who being first duly sworn deposeth & saith that he saw the above
named Gideon Bass, whose name is subscribed thereto sign seal &
deliver the same to the within named Enoch Rose, that he the
deponent subscribed his name as a witness thereto in the presence
of the said Gideon Bass, and that he saw the other subscribing
witness George Beaks sign the same in the presence of the said
Gideon Bass and in presence of each other on the day & year therein
named. Given under my hand & seal this 18th day of
May A.D. 1838.

William his X mark Beaks

Henry Garrett J.P. {Seal}

Hinsman Devine } Received for Record & Recorded May 18th 1838.
Deed
William Lowry } This Indenture made and entered into this twelfth
day of May One thousand Eight hundred and thirty Eight between
Hinsman Devine and his wife Elizabeth A. Devine of the County of
Madison and State of Mississippi of the first part, and William
Lowry of the County and State aforesaid of the second part.
Witnesseth: That the aforesaid individuals of of the first part, for
and in Consideration of the sum of One thousand dollars to them
in hand paid, by the aforesaid Wm Lowry of the second part:
have bargained and sold and by these presents do grant, bargain
sell and convey from themselves, their heirs, administrators and
assigns to the said Wm Lowry, party of the second part the West
half of the South West quarter of Section Number thirty two, Township
Number ten of Range number four East, Containing Eighty acres
lying and being in the County of Madison and State of Mississippi
to which the said individuals of the first part. bind themselves
their heirs, administrators and assigns to Warrant and to secure
the above described land to the said Wm Lowry, his heirs and assigns

the individuals of the first part, do warrant the title to the above described land, from themselves, their heirs and all other persons claiming the same to the said Mr Lowry his heirs and assigns forever to Have and to Hold the same forever,

Witness our hands and seals the day and date above written,

Test

E. F. Divine

Kinsman Divine {Seal}

E. D. Divine {Seal}

Acknowledged before me an acting justice of the Peace in and for said County the day and date above written

James M. Baker J.P.

State of Mississippi }
Madison County } Personally appeared before me the undersigned an acting justice of the peace in and for said County Elizabeth D. Divine the wife of Kinsman Divine who being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed voluntarily and without fear or compulsion of her said husband.

Given under my hand this 10th day of May 1838

James M. Baker J.P. {Seal}

Warner M Yates } Received for Record 18th & Recorded 19th May 1838
Deed Trust }
Garland & Rives }

This Indenture made and entered this tenth day of March in the year 1838 by and between Warner M. Yates of Madison County Miss of the first part, Orr Garland and Wm M Rives of the Town of Clinton trustees mutually chosen of the second part, and William J. Armand Garland of Virginia of the third and last part Witnesseth that whereas the said Warner M. Yates of the first part hath this day made and executed his certain promissory note with Sidney Lowry & Robertson as joint drawers and securities payable to said Wm J. Garland or order for the principle sum of Eleven hundred & sixty six Dollars (say $1166) negotiable and payable at the Branch of the Commercial and Rail Road Bank in Clinton on the first day of November next. Now as an additional security and effectually to secure the prompt payment of said note at maturity without defalcation, for any cause whatever, and for the further consideration of one dollar in hand paid to the said Warner M. Yates of the first part by the said Garland & Rives of the second part at & before the sealing and delivery of this Indenture, the receipt whereof is hereby acknowledged and confessed, He the said Warner M. Yates of the first part hath granted, bargained and sold and by these presents do grant bargain and sell unto the said Garland & Rives (trustees mutually chosen as aforesaid) jointly and severally the following negro slave for life Viz Boy Melvin aged about 16 years, being the same slave this day sold by A Lindsey trustee, and bought by the said Warner M. Yates of the first part (without warranties) To Have and to Hold the said slave and unto the said Garland & Rives trustees as aforesaid, jointly and severally, their joint and several

heirs, Executors or administrators, and the said Warner M Yates of the first part for himself and his heirs covenants — and with the said Garland & Rives jointly and severally, that he hath a lawful right to said slave and power to sell and convey and that he will forever warrant and defend to them a good and lawful right and title to said slave free and clear of the right title or demand of all and every person or persons whomsoever both at law and in equity to all intent and purpose, Upon trust and confidence Nevertheless that the said Warner M Yates may retain the possession of said slave and take to himself the profits thereof, until default be made in the payment of said note, on the happening of which (if at all) it shall and may be lawful for the said B Garland and Wm M Rives jointly or separately (it being agreed that they may act jointly or separately) after giving two weeks public notice of the time and place of sale in some public newspaper in Hinds County to expose to sale the said slave for cash (whether in place or out of place) at public auction, and out of the proceeds of such sale first to pay the costs charges of drawing, recording and final execution of this trust and then the debt, interest, costs and damages due or to become due to said Wm & Garland or their transferees, and the surplus if any pay over to said Warner M. Yates or such person as he may appoint, The said B Garland and Wm M. Rives promise and agree if the said Warner M. Yates shall well and truly pay up said debt, interest &c at maturity, whereby a sale shall not become necessary, they will by deed release all claim to said slaves but not other wise.

In testimony whereof the parties have hereto subscribed their names and affixed their seals the day and year first above written,

Interlineations & erasures before signing

W. M. Yates [Seal]
B Garland [Seal]
Wm M Rives [Seal]

State of Mississippi
Hinds County } Personally appeared before me S. S. Scott Clerk of the Probate Court for said County the within named W. M. Yates and B Garland who acknowledged that they signed sealed and delivered the foregoing deed on the day & year therein mentioned as their act & deed.

Witness my hand & seal of Office this 10th March 1838

S. S. Scott Clk

William Montgomery } Received for Record April 23d & Recorded May 19th 1838.
Deed
David M. Porter } This Indenture, made the twenty third day of April in the year of our Lord One thousand eight hundred and thirty eight Between William Montgomery of the one part, and David M. Porter of the other part, Witnesseth: That the said William Montgomery for and in consideration of Fourteen thousand Dollars, to him in hand, paid by the said David M. Porter at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged And the said David M. Porter his heirs, Executors and administrators forever released and discharged therefrom by these presents, hath granted

Bargained, sold, conveyed and confirmed, and by these presents do grant bargain, sell convey and confirm, unto the said David M. Porter his heirs and assigns forever. All and singular the undivided half or moiety to the following described tracts of land. Known and designated as the North half of section Eleven the South East quarter of section Eleven. And the North half of the East half of the South West quarter of section Eleven of of Township Ten Range Three East, And the West half of the North East quarter of section fourteen, and the North half of the East half of the North West quarter of section Fourteen. Township Ten and Range Three East, And also the North half of the North West quarter of section Twelve and the South West quarter of section One, and the South half of section two, and the West half of the North East quarter, and the East half of the North West quarter of section two of Township Ten Range Three East, and also the East half of the South East quarter of section Three Township Ten Range Three East containing in all about fourteen hundred acres More or less. together with all and singular the appurtenances, hereditaments, privileges and advantages whatsoever, unto the above described premises belonging, or in any wise appertaining:- And also, all the Estate, right title interest and property, and claim whatsoever either at law or in equity, of him the said William Montgomery of in and to the same. To Have and to Hold the above granted Bargained and described premises, with the appurtenances, unto the said David M. Porter his heirs and assigns forever: And the said William Montgomery for his heirs Executors and administrators, doth Covenant, grant promise and agree, to and with the said David M Porter his heirs and assigns that he the said William Montgomery and his heirs, the above described and hereby granted premises, and every part thereof, with the appurtenances unto the said David M Porter and his heirs and assigns, against the said William Montgomery and against all persons lawfully or equitably claiming or to claim said premises, or any part thereof, shall and will Warrant and by these presents forever defend.

In Witness Whereof the said William Montgomery hath hereunto set his hand and seal the day and year above written

Wm Montgomery {Seal}

The State of Mississippi }
Madison County ss } Personally appeared before me Thos Shackelford Judge of Probate in and for said County William Montgomery whose name is subscribed to the within and foregoing deed and acknowledged that he signed sealed and delivered the within and foregoing deed on the day and year therein written as his act and deed for the purposes therein specified.

{L. S.}

In testimony whereof I have hereunto subscribed my hand and affixed the seal of said Court at Canton on the 23rd Day of April A.D. 1838

Thos Shackelford
Judge

√√√

William Montgomery } Received for Record April 23d & Recorded May 21st 1838
to
William P. Anderson } This Indenture, made this 23d day of April in the year of our Lord One thousand eight hundred and thirty eight between William Montgomery of the County of Madison and State of Miss of the one part, and William P Anderson of the County of Madison and State of Miss of the other part, Witnesseth: That for and in Consideration of the sum of fourteen thousand dollars — Lawful current money of the United States in hand paid to the said William Montgomery by the said William P. Anderson the receipt whereof is hereby acknowledged the said William Montgomery hath given, granted, bargained and sold and by these presents doth give, grant, bargain and sell, alien release, convey and confirm unto the said William P. Anderson his undivided half of a certain tract or parcel of land, containing about fourteen hundred acres more or less, situate, lying and being in the County of Madison and State of Mississippi known and designated as follows. The North half of section Eleven and the South East quarter of section Eleven, and the North half of the East half of the South West quarter of section Eleven, of Township ten Range three East, and the West half of the North East quarter of section fourteen, and the North half of the East half of the North West quarter of section fourteen Township ten Range three East, and the South West quarter of section Two and the South half of section No two and the West half of the North East quarter, and the East half of the North West quarter of section No two of Township ten Range three East, and the East half of the South East quarter of section No three Township No ten Range three East, in all about fourteen hundred acres be the same more or less. Together with all and singular the appurtenances thereunto belonging or in any wise appertaining: To Have and to Hold the afore described tract or parcel of land to him the said William P Anderson his heirs and assigns forever, And the said William Montgomery for himself his heirs executors and administrators hereby Covenant, promise, and agree to and with the said William P Anderson his heirs executors administrators and assigns that he will forever warrant and defend the said tract or parcel of land to him the said William P. Anderson his heirs executors, administrators and assigns, against him the said William Montgomery his heirs executors, administrators and assigns and against the Claim or Claims of all persons lawfully or Equitably claiming said land or premises or any part thereof.

In testimony Whereof, he the said William Montgomery hath hereunto set his hand and affixed his seal the day and year first above written

The insertion of the following printed words "Bounded as follows to wit Beginning" and the word "undivided" in the thirteenth line made before signing } Wm Montgomery (Seal)

Executed and delivered in presence of
Geo. Shackleford Witness.

The State of Mississippi } Personally appeared before me Thomas Shackelford
Madison County ss. } Judge of Probate in and for said County William Montgomery

whose name is subscribed to the within deed and acknowledged that he signed sealed and delivered the within and foregoing Deed as his act and Deed for the purposes therein specified, on the day and year therein written

Seal

In testimony whereof I have hereunto subscribed my hand and have caused the seal of said Court to be hereto affixed at Canton on the 23° April 1838

Thos Shackelford Judge &c

A. B. Miles } Received for Record 11th & Recorded 21st May 1838
Power Attorney
Archd Clark }

Know all men by these presents that I Alfred B. Miles of the County of Madison and State of Mississippi for divers good Causes and valuable considerations me thereunto moving have by these presents nominated, constituted and appointed my friend Archibald Clark of the County and State aforesaid my true and lawfull attorney in fact for me and in my behalf to take stock in the Real Estate Banking Company of Hinds County to the amount and value of the undivided One third of the plantation Reserve by the Heirs place and upon which the operator is situated, situate lying and being in the County of Madison aforesaid and bounded as follows (Viz) on the North by Big Black Swamp on the East by the 16th section, on the South by the lands of Malcolm Clarks heirs and on the West by Clark & Herbert. Containing by estimation fifteen hundred and fifty acres. And Mortgage the same in his own name to the President & Directors of said Banking Company according to the requirements of the Charter and Bond of Association thereof, and to do and perform all and every other thing in and about the premises in as full and ample a manner as I myself could do were I personally present, hereby ratifying and confirming whatever my said attorney may do in the premises in pursuance with the intent of this power. Given under my hand and seal this 9th day of May 1838

A. B. Miles {Seal}

State of Mississippi }
Madison County } Personally appeared before me the undersigned an acting Justice of the Peace for said County the above A. B. Miles who acknowledged that he signed, sealed and delivered the above power of Attorney for the purposes therein expressed:

Signed sealed and delivered
before me this 9th May 1838

Wm Vassell {J.P.}

Angus Clark & Wife } Received for Record 11th & Recorded 21st May A.D. 1838
Power Attorney
Archd Clark }

Know all men by these presents that we Angus Clark and Lucinda Clark wife of the said Angus Clark of the County of Madison and State of Mississippi for divers good Causes and valuable Considerations us ~~thereunto~~ moving thereunto have by these ___ nominated and appointed our friend Archibald Clark of the County and State aforesaid our true and lawfull Attorney in fact for us and in our behalf to take stock in the Real

Estate Banking Company of Hinds County" to the amount and value of the undivided one third of the plantation known by the "Home" place and upon which the operator is situated, situate lying and being in the County of Madison aforesaid and bounded as follows, (viz) on North by Big Black Swamp, on the East by the 16th section on the South by the lands of Malcolm Clark heirs, and on the West by Clark & Herbert Containing by estimation fifteen hundred and sixty acres. and Mortgage the same in his own name to the President & Directors of said Banking Company according to the requirements of the Charter and bonds of Association thereof and to do and perform all and every other thing in and about the premises in as full and ample a manner as we ourselves could do were we personally present hereby ratifying and Confirming whatever our said Attorney may do in the premises in pursuance with the extent of this power.

Given under our hands and seals this 9th day of May 1838

Angus Clark (SEAL)
Lucinda Clark (SEAL)

State of Mississippi }
Madison County } Personally appeared before me Wm Varnell an acting justice of the Peace for said County the within named Angus Clark who acknowledged that he signed sealed and delivered the foregoing power of Attorney for the purposes therein expressed. Also at the same time Lucinda Clark wife of Angus Clark who being examined by me separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing power of Attorney for the purposes therein expressed without any fear threats or Compulsion from her husband but as his own voluntary act and deed

Signed sealed and delivered before me this 9th day of May 1838

Wm Varnell J.P.

Irwin C. Wadlington } Received for Record & Recorded May 21st 1838
Deed }
Campbell & Thomas } This Indenture made this first day of March A.D. 1837 between Irwin C. Wadlington of the one part & Lewis Campbell & Hezekiah J. Thomas of the other, all of the County of Madison & State of Mississippi. Witnesseth that sd Wadlington for & in Consideration of the sum of five hundred dollars to him in hand paid by sd Campbell & Thomas at & before the sealing & delivery hereof the receipt whereof is hereby acknowledged has granted ~~sold~~ & Conveyed & by these presents doth grant sell & Convey unto sd Campbell & Thomas their heirs & assigns forever that tract piece or parcel of land lying & being in sd County of Madison Containing Thirty nine & 61/100 acres, better known & described as follows, (viz) North half of East half of South East quarter of section seven Township Eight of Range two West, together with all & singular the appurtenances thereunto belonging or in any wise appertaining. And also the right, title, interest, property & claim of him the sd Wadlington in law or equity of in or to the same. To Have & to Hold the sd land & premises hereby granted unto sd Campbell & Thomas their heirs & assigns forever in fee simple, to their only proper use & behoof. And the said Irwin C. Wadlington for himself his heirs Executors &

doth Covenant promise & agree to & with the sd Campbell & Thomas their heirs & assigns that he the sd Waddington & his heirs & the sd above mentioned & described piece of land hereby granted unto the sd Campbell & Thomas their heirs & assigns against him and his heirs and against any & every person & persons lawfully Claiming the same shall & will warrant & forever defend by these presents. In testimony whereof the said Irvin C. Waddington hath hath hereunto set his hand & seal the day & date above written.

Irvin C. Waddington {Seal}

State of Mississippi } Personally appeared before the undersigned an acting
Madison County } justice of the peace in & for sd County the within named
Irvin C. Waddington who acknowledged that he signed sealed and delivered
the foregoing deed on the day & year therein mentioned as his act & deed.
Given under my hand and seal this day of
March A.D. 1837

J. Mitchell J.P. {Seal}

Robert F. Sibley & Wife } Received for Record 17th & Recorded 21st May 1838
to
A. & A. Clark } This Indenture made this the twelfth day of May
A.D. 1838 between Robert F. Sibley & Mary L. Sibley his wife of the one part
& A. & A. Clark of the other part, Sibley & wife of the County of Hinds & Clarks
of the County of Madison and all of the state of Mississippi Witnesseth that
said Robert F. Sibley & wife for & in Consideration of the sum of Eight hundred
dollars to them in hand paid by said A. & A. Clarks at and before the sealing
and delivery hereof the receipt whereof is hereby acknowledged has granted
sold & conveyed & by these presents doth grant sell and convey unto said
A. & A. Clark their heirs & assigns forever that tract piece or parcel of land
lying and being in said County of Madison Containing seventy nine acres &
fifty one hundredths of an acre better known and described as follows
Viz, South half of East half of South East quarter of Section Seven Township
Eight & Range two West. Containing 39 51/100 acres, Also the South half of
the West half of the South West quarter of Section Eight Township Eight &
Range two West, Containing 40 acres together with all and singular the
appurtenances thereunto belonging or in any wise appertaining, And also
the right title interest property & Claim of them the said Robert F. Sibley &
wife in law or equity of in or to the same, To Have and to Hold the
said land and premises hereby granted unto the said A. & A. Clark their heirs
and assigns forever in fee simple to their only proper use and behoof.
And the said Robert F. Sibley & Mary L. his wife for themselves their
heirs Executors & Admrs doth Covenant promise and agree to and with the
said A. & A. Clark their heirs and assigns that they the said Robert F.
Sibley and wife and their heirs & the above mentioned and described
piece of land hereby granted unto the said A. & A. Clark
their heirs and assigns against them & their heirs and
against any and every person and persons lawfully
Claiming the same shall and will warrant and defend forever

by these presents. In testimony whereof the said Robert F. Sibley and wife hath hereunto set their hands & seals the day and date above written

Robert F. Sibley {Seal}
Mary L. Sibley {Seal}

State of Mississippi }
Holmes County } Before me the undersigned justice of the peace in and for said County personally came this day Robert F. Sibley and Mary L. Sibley his wife and severally acknowledged that they signed sealed and delivered the within deed of Conveyance to the said A. J. Clarks for the use and purpose therein mentioned on the day and date therein mentioned. And Mary L. Sibley wife of the said Robert F. Sibley on a private examination separate and apart from her said husband severally - acknowledged that they signed sealed and delivered the same as her own voluntary act and deed without fear. Threats or compulsion of her said husband or any other person whatever in any wise. - Given under my hand and seal this the 12th day of May A.D. 1838.

Thos. L. Rayner J. P. {Seal}

State of Mississippi }
Holmes County } I Wilson A. Purdom Clerk of the Probate Court for Holmes County in the State of Mississippi do Certify that Thomas L. Rayner is now an acting Justice of the peace for Holmes County and that all of his official acts as such are entitled to full faith and Credit. {L. S.}

Given under my hand and seal of office at Lexington this 12th May A.D. 1838

W. A. Purdom Clk
By W. R. Perkins D.C.

Isaac Enloe et al } Received for Record April 24th & Recorded May 21st 1838
Deed
Saml M. Pickett } State of Mississippi }
Madison County } This Indenture made and entered into this seventh day of April A.D. Eighteen hundred and thirty eight between Isaac Enloe & James H. Johnson of the County and State above named & Joseph M. Pitts of Rankin County and above named State of the one part, and Samuel M. Pickett of the County of Rankin and same State of the other part, Witnesseth; that the said party of the first part for and in Consideration of the sum of fourteen hundred dollars to them in hand paid by the said party of the second part, at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have granted bargained sold. Conveyed and Confirmed and by these presents do grant bargain sell and Convey and Confirm unto the said Samuel M. Pickett his heirs and assigns a certain lot of ground in the Town of Madisonville County and State aforesaid known as the North East half of Lot Number One hundred and forty four (No. 144) situate on Main Street. Twenty five feet on said Street and running back One hundred and twenty five feet, together with all and singular the improvements & appurtenances thereto belonging or in any wise appertaining. To Have and to Hold the said lot above described unto the said

Samuel M. Puckett his heirs and assigns to the only proper use benefit and behoof of the said Puckett his heirs and assigns forever, And the said party of the first part will warrant and defend unto the said Puckett his heirs and assigns the title of the above described lot against all persons lawfully claiming the same.

In Witness Whereof We have this day and date above written set our hands and seals

Witness
W. F. Walker
G. M. Terrill

Isaac Enloe (Seal)
J. H. Johnson (Seal)
J. M. Sitter (Seal)

The State of Mississippi } This day personally appeared before me the
Madison County } undersigned justice of the Peace Isaac Enloe & J. H. Johnson who acknowledges that they signed the deed as their act & deed for the consideration therein mentioned

Given under my hand & seal this 7th April 1838.

Charles Moore J. P.

James C. Napier } Recorded for Record April 24th & Recorded May 22nd 1838
Deed
M. T. Moore } This Indenture Made this fifth day of April in the year of our Lord Eighteen hundred and thirty eight between James C. Napier of the State of Mississippi and County of Madison of the first part and Madison T. Moore of the State and County aforesaid of the second part, Witnesseth that for and in Consideration of the sum of Two thousand Eight hundred dollars, Current money of the United States in hand paid to the said James C. Napier by the said Madison T. Moore the receipt whereof is hereby acknowledged he the said James C. Napier hath given granted, bargained and sold, and by these presents doth give, grant, bargain and sell alien, release convey and confirm unto the said Madison T. Moore a certain tract or parcel of land containing One hundred & ninety acres more or less situate lying and being in the County of Madison and State of Mississippi described as follows, to wit, The East half of the South East quarter, and the South half of the East half of the North East quarter of section twelve Township Eight Range Three East, and the West half of the South West quarter of section seven Township Eight Range four East, together with all and singular the appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the afore described tract or parcel of land to him the said Madison T. Moore his heirs and assigns forever, And the said James C. Napier for himself his heirs Executors and administrators doth hereby Covenant, promise and agree to and with the said Madison T. Moore his heirs Executors, administrators and assigns that he will forever warrant and defend the said tract or parcel of to him the said Madison T. Moore his heirs executors, administrators and assigns against all and every person or persons lawfully or equitably claiming or to claim, the whole or any part thereof.

In testimony whereof he the said James C. Napier

hereto set his hand and affixed his seal the day and year first above written

Executed and delivered in presence of } James C. Napier {L.S.}

The State of Mississippi }
Madison County } Personally appeared before me John T. Lawson Clerk of the Probate Court of said County the above named James C. Napier and acknowledged that he signed sealed and delivered the foregoing Deed as his act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of office at Canton this 24th day of April A.D. 1838

{Seal}

John T. Lawson Clerk

Board of Police } Received for record April 24th Recorded May 22nd 1838
Deed } The State of Mississippi }
Henderson & Montgomery } Madison County } Whereas by an act of the Legislature of the state of Mississippi approved on the first day of March in the year of our Lord One thousand Eight hundred and thirty three the Board of Police for the County of Madison in the state of Mississippi are authorized and empowered to contract for or receive as a donation a certain parcel or tract of land in said County upon which to locate a Town as a permanent seat of Justice for said County which said Town was to be known and designated by the name of Canton, And Whereas in pursuance of the provisions of said act, such selection has been made and such Town laid off - a plat of which has been placed of record among the proceedings of said Board of Police And Whereas a sale of the lots in said Town of Canton was had on the 2nd day of October in the year Eighteen hundred and thirty four, at which sale Lawson F. Henderson and William Montgomery became the purchasers of lot No 3 in square No 10 according to the plat of said Town at the price of Ninety seven dollars the payment of which has been duly secured,

Now all men by these presents that we the undersigned Members of the Board of Police for the County of Madison for the time being, in consideration of the said sum of Ninety seven dollars paid or secured to the said Board by the said Lawson F. Henderson & William Montgomery, And by virtue of the powers invested by the act of the Legislature above referred to, have granted, bargained sold and released, and by these presents do grant, bargain sell and release unto the said Lawson F. Henderson and William Montgomery that certain lot in the Town of Canton known in the plan of said Town as Lot No Three in Square No Ten together with all and singular the rights and members, hereditaments and appurtenances to the said premises incident or in any wise appertaining: To Have and to Hold all and singular the premises before mentioned unto the said Lawson F. Henderson and William Montgomery their heirs and assigns forever, and we do hereby bind ourselves and our successors in office under the name

and style of the Board of Police for Madison County to warrant and forever defend all and singular the said premises unto the said Lawson H. Henderson & William Montgomery their heirs and assigns against all lawful Claims whatsoever.

In testimony whereof we have set our hands and caused our Corporate Seal to be affixed this the 24th day of April AD 1838

Eli Nichols
David Ford
Joseph B. Pugh
J. Silverberg

Seal

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Eli Nichols David Ford, Joseph B. Pugh & Johnson Silverberg Members of the Board of Police for Madison County who severally acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year and for the purposes therein specified

Given under my hand and seal of Office at Canton this 24th day of April AD 1838

John T. Cameron Clerk

Seal

Henry Garrett & wife } Received for Record April 27 & Recorded May 22nd 1838
Deed
Redick S. Hunter } State of Mississippi
Madison County } Know all men by these presents that we Henry Garrett & Maria L. Garrett his wife of the County and State aforesaid, for & in Consideration of the sum of seven hundred & fifty dollars to us in hand paid by Redick S. Hunter of the County and State aforesaid at & before the sealing & delivery of these presents the receipt whereof is hereby acknowledged, have granted, bargained & sold, and by these presents do grant, bargain, sell & deliver unto the said Redick S. Hunter his heirs & assigns all of our interest in an undivided lot or parcel of land lying & being in the Town of Madisonville in the aforesaid County & State & known & designated in manner as follows, to wit, said lot commences at a stake on the west side of Lafayette Street on the North boundary line of Williams' Two acre lot number 174 fronting on Lafayette Street Two hundred & twenty five feet & running back two hundred and fifty feet to Washington Street being the Southern part of Lot No 178 in the original plat of the said Town of Madisonville. To Have and to Hold the said premises as above described with all and singular the appurtenances thereunto in any wise belonging unto the said Redick S. Hunter his heirs & assigns forever. And we the said Henry Garrett and Maria L. Garrett his wife for ourselves our heirs & assigns against all and every other person or persons whatsoever shall & will warrant and forever defend by these presents.

In testimony whereof we the said Henry &

Maria L. have hereunto set our hands and seals this 31st day of January in the year of Our Lord One thousand and eight hundred & thirty eight.

Henry Garrett {Seal}
Maria L. Garrett {Seal}

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County Henry Garrett and Maria L. Garrett his wife who acknowledged that they signed sealed and delivered the within written instrument as their act and deed on the day and year therein mentioned. The said Maria L. being by .... examined separate and apart from her said husband, and the Contents thereof being first made known to her declared that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver said instrument of writing without any Coercion or Compulsion of her said husband

Given under my hand and seal this 28th day of February A.D. 1838

Owen Van Vacter J.P. {Seal}

Thomas Collins } Recorded in Record Book 26 Page 525 May 22nd 1838
to
Howard }

Know all men by these presents that I Thomas Collins of the County of Madison County State of Mississippi and held & firmly bound unto Pleasant Howard of the County & State aforesaid in the penal sum of Two thousand dollars to which payment well & truly to be made to the said Howard his heirs & assigns. I bind myself my heirs & assigns jointly & severally firmly by these presents sealed with my seal & dated this 19th day of Feb. 1838.

The above obligation is such that whereas the above bound Thomas Collins bought on the day & date above written for in consideration of the sum of One thousand Dollars which sold to the said Howard a certain tract or parcel of land lying & being in the County and State aforesaid the S½ of the N½ of Section No 24 T. No 9 Range 2 East Containing 39 80/100 acres more or less. Now if the said Thomas Collins his heirs or assigns shall make or cause to be made a good & sufficient title to the above described land on the first payment of two certain promissory notes made by the said Howard payable to Thomas Collins one for four hundred dollars payable on the 1st day of May 1839 and one for five hundred dollars payable 1st day of January 1840. Now in the event of the payment of the said described notes by the said Howard the said Collins binds himself his heirs & assigns to make good & sufficient deed to the said Howard.

In testimony whereof I have set my hand & seal this day & date above written

Thomas Collins {Seal}

Attest
John T. Brasfield

State of Mississippi } Personally appeared before me John T. Cannon
Madison County } Clerk of the Probate Court of said County the above

acknowledged Thomas Collins who acknowledged that he signed sealed and delivered the foregoing title Bond as his act and deed on the day and year and for the purposes therein specified

Given under my hand and seal of Office at Canton this 26th day of April AD 1838

Seal

John T. Cameron Clerk

Recd

S. M. B. Hutchins
Deed Trust
H. A. Garrett et al

Received for Record April 28th & Recorded May 22nd 1838

This Indenture made and entered into this 27th day of April 1838 between Henry A. Garrett of the one part and James W. B. Hutchins of the other part Witnesseth that whereas said Garrett is liable under several executions issued from the Circuit Court of Madison County against said Hutchins and Garrett which Executions are now in the Shff. of Madison County's hands and have been levied on Certain Negroes as the property of said Hutchins, and are to be sold to satisfy said Executions and said Garrett with others has executed a note to the Brandon Bank for the purpose of raising said money to save said Negroes from sale and whereas said Hutchins has heretofore executed a deed of trust to said Garrett for said Negroes and some Other & other property to secure him against the payment of said Executions, and to secure some other debts mentioned in said deed of Trust, Now to secure the said Garrett against the payment of said Note in Bank and for securing the other securities therein said Hutchins agrees that the lien Created by said judgts and executions upon said Negroes shall stand and remain, and if that should be impracticable, that the deed of trust aforesaid shall come to Cover this Case, and that the deed of trust aforesaid shall stand in full force and effect notwithstanding any payment of the executions & notwithstanding any subsequent lien which may have been attempted to be Created, and this is done in Consequence of said Garrett having advanced his liability on said note to raise the money & prevent the said property from being sacrificed and also as well to secure the said Garrett as aforesaid, and the other Creditors mentioned in the deed of Trust aforesaid as to secure John F. McClaiborne in the following debts or liabilities for said Hutchins to wit one acceptance of $775 drawn by said Hutchins upon said Claiborne & accepted by him in favor of John Howell which acceptance was for the accommodation of said Hutchins & to be taken up by him, but upon which said Claiborne has been sued in the United States Circuit Court, and also to secure the said Claiborne against the payment of part of a Certain Judgt in the said Court in favor of a Certain Peters against said Claiborne & Hutchins for $2500 or thereabouts of which said Hutchins is to pay about $1000 Now to secure as well the aforementioned matters as the said Claiborne against the payment of said debts & Cost, said Hutchins hereby sell & Convey to said Garrett six horses now in his possession, all geldings except one stallion, Also all the Corn and Cotton Crop & other Crop of said Hutchins now planted or to be planted and raised and Cultivated by

him on the farm or plantation now occupied by him in Madison County and said Garrett by his agent or himself is to have entire control in the cultivation and raising said crop and at the maturity of the same to gather and dispose of the same for the purposes aforesaid, and the surplus if any to pay over to said Hutchins

In Witness of which the said Hutchins & Garrett have to set their hands & seals

Attest

James N Page
A P Towns

W. B. Hutchins (seal)
H. A Garrett (seal)

State of Mississippi } Personally appeared before me Henry Garrett a justice
Madison County } of the peace for said County the above named James N. Page one of the subscribing witnesses to the annexed deed, who being first duly sworn deposeth and saith that he saw the above W. B. Hutchins and H. A Garrett whose names are thereto subscribed, sign seal and deliver the same as their act & deed for the purposes therein mentioned, and that he this deponent subscribed his name as a witness thereto in the presence of said Hutchins & Garrett, and that he saw the other subscribing witness A. P. Towns sign the same in their presence & in the presence of each witness on the day & year therein named. Given under my hand & seal this 28th day of April 1838

Henry Garrett J.P. (seal)

(6)

Harman Lick & wife } Received for Record & Recorded May 23rd 1838
Title Bond } State of Mississippi }
Boteler & Washington } Madison County } Know all men by these presents that we Harman Lick and Nancy Lick his wife of the State & County aforesaid are held and firmly bound unto Jno. T. Boteler and W. H. Washington the full and just sum of Six thousand three hundred and forty dollars to which payment well & truly to be made we bind ourselves our heirs Executors & administrators severally and firmly by these presents, sealed and dated below, — The Condition of the above obligation is such that whereas we the above bound Harman Lick and his wife Nancy Lick have for and in the Consideration of the sum of three thousand One hundred and seventy dollars to be well paid truly & promptly paid us in two instalments, that is to say fifteen hundred and eighty five dollars on the first of January next eighteen hundred and thirty six, and fifteen hundred and eighty five the 1st of January eighteen hundred and thirty seven by the said Jno. T. Boteler & W. H. Washington their heirs or assigns, for which they have executed to us their two promissory notes due and payable on the days and years last aforesaid, agreed on the prompt payment of the above mentioned notes to make to them a good legal and indefeasible title in fee simple in bond to the following tracts and parcels of land lying in the County & State aforesaid (viz) E½ S E¼ of Sec 5 T. 8. R. 4 E, N½ W½ N E¼ Sec. 5 T. 8. R. 4. E, S½ N E¼ of Sec 5. T. 8. R. 4 E, S½ E½ N W¼ Sec 5 T. 8, R. 4. E. Now if we the above bound Harman Lick & his wife Nancy

Lick shall pursuant to the agreement above recited well & truly make a good & legal title in fee simple to the said John T. Botetiz Wm H. Washington their heirs or assigns of the said tracts & parcels of land above set forth then the above bond to be null & void, otherwise remain in effect,

In testimony whereof we have set our hands & seals this 20th May 1835

Harman X Lick Seal

Nancy Lick Seal

The State of Mississippi } This day personally appeared before me the
Madison County } undersigned justice of the peace for said County Harman Lick who acknowledges that he signed the within deed. At the same time I have examined his wife Nancy separately & apart from her husband who says she signed the within deed as her voluntary act and deed without fear threats or compulsion from her husband

Given under my hand & seal this 20th May 1835

Charles Moore J. P.

J. W. B. Hutchins } Received for Record April 28th & Recorded May 23rd 1838
Deed
H. A. Garrett } Whereas H. A. Garrett has taken a Deed of Trust on a certain negro slave named Bill from me to secure a certain debt when due and said Garrett has this day signed a Bond as my security for $286.71 and Bond taken under a Case in favor of Joseph M. Letter for use Thos J. Smith against me. Now I hereby authorize said Garrett to hold said negro as well under the Deed of Trust as for his security & indemnity under said Bond & to sell under said deed as fully & amply with all the powers of trusteeship as if this constituted a part of said deed.

Given under my hand & seal this 24th day of April 1838

J. W. B. Hutchins Seal

State of Mississippi } April 24th 1838
Madison County } This day personally appeared before me Henry Garrett a justice of the Peace for said County the above named J. W. B. Hutchins and acknowledged that he signed sealed and delivered the foregoing instrument as his act & deed for the purposes therein mentioned on the day & year therein mentioned. Given under my hand & seal this 24th day of April 1838

Henry Garrett J. P. Seal

J. H. H. Claiborne } Received for Record April 28 & Recorded May 23rd 1838
Deed Trust
E. W. Smallwood } This Indenture made and entered into this 25th day of April 1838 between John H. H. Claiborne and E. W. Smallwood both of Madison County State of Mississippi Witnesseth that whereas said John H. H. Claiborne is indebted on a certain promissory note made 24th of February 1837 for seven thousand and forty and 66 cents due two years

after date payable at the Manhattan Bank New York payable to and endorsed by Ferdinand L. Claiborne and A Claiborne and two other persons not now recollected. the holder of which note is not now known to the parties

Now the said John F. H. Claiborne being desirous to provide a Extension fund to pay said debt at the time it shall fall due so as to save his endorsers from Protest or from the liability, hereby sells and Conveys to said Smallwood as trust for the purposes hereinafter mentioned, all the Crop of Cotton and Corn now planted and growing on the plantation on which said Claiborne now resides in Madison County: and the said E. M. Smallwood is hereby vested with full power and authority to superintend the Cultivation, growing, and gathering of said Crop of Corn and Cotton, and is to have the same disposed of, in time to meet the maturity of said note, taking all necessary steps to gather and dispose of said Corn Crop, and to gather have ginned, baled and shipped said Cotton Crop for the purpose of meeting the said note, and the said E. M. Smallwood hereby undertakes said trust and covenants to and with the said endorsers on said note that he will ..... and faithfully execute the purposes of this Deed and will till and truly account for the Corn & Cotton Crop to them, for the purpose of paying said Note, and the balance after paying said Debt is to be accounted for with said Claiborne.

In witness of which said John F. H. Claiborne and E. M. Smallwood have to set their hands and seals

attest
H. A. Garrett
Thomas L. Hart

John F. H. Claiborne (seal)
E. M. Smallwood (seal)

State of Mississippi } This day personally appeared before me Henry Garrett
Madison County } a justice of the Peace for said County the above or foregoing named H. A. Garrett one of the subscribing witnesses to the annexed deed, who being first duly sworn deposeth and saith that he saw the above named John F. H. Claiborne and E. M. Smallwood whose names are subscribed thereto sign seal and deliver the same as their act & deed for the purposes therein mentioned, and that he this deponent subscribed his name as a witness thereto in their presence and that he saw the other subscribing witness Thomas L. Hart sign the same in their presence and in the presence of each witness on the day and year therein named.

Given under my hand and seal this 28th day of April 1838

Henry Garrett J. P. (seal)

Bullitt Shipp } Received for Record 28th April & Recorded May 24th 1838
Deed
Susannah Gartley } Whereas William Bullitt in his lifetime, William Shipp in his lifetime, William Fersiday and Henry L. Bennett held in fee simple among other real estate, the premises hereinafter described and conveyed, the same being held under a certain agreement entered into between them and William Gartley, on the seventh day of March A.D. 1833 and Recorded in Book A. page 728 of the Records

of Deeds in the Clerks office of Madison County, State of Mississippi, and also in Book U. page 119 of the Records of Deeds in the Clerks office of Adams County State of Mississippi: the said William Gantly having sold and conveyed all his interest in all lands under said agreement to the said William Bullitt, William Shiff; William Ferriday and Henry L. Bennett; And Whereas the said William Shiff departed this life leaving his last will and testament, whereby his Executors David Hunt, Thomas Henderson, and Aylette Buckner were, and are authorized to sell and convey his real Estate, as contained in said last will; And Whereas the said William Bullitt died intestate, leaving his widow, Octavia Bullitt, and his Children and heirs: Mary Bullitt who intermarried with James Jones, Agnes Bullitt, who intermarried with Theodore H. McCaleb, and Octavia P. Bullitt, Irene L. Bullitt, William Bullitt and Emma Bullitt And whereas the four last named Children and heirs of William Bullitt, deceased being Minors, Samuel Davis was duly appointed Guardian of the persons and estates of said Minors by the Probate Court of Adams County and State aforesaid, and was duly authorized by said Probate Court of Adams County at the June term thereof A.D. 1836 to sell and convey the real estate of said Minors situated in the Counties of Madison Holmes, Yazoo, Carroll and Attala in the State aforesaid, upon a Credit mentioned in said order of said Court, — Now this Indenture Made and executed this 25th day of February A.D. Eighteen hundred and thirty seven. Witnesseth that the said William Ferriday and Helen C. Ferriday his wife, Henry L. Bennett and Matilda A. Bennett his wife, James Jones and Mary Jones his wife, Theodore H. McCaleb and Agnes McCaleb his wife, Octavia Bullitt, widow aforesaid: and David Hunt, Thomas Henderson, and Aylette Buckner Executors of the last will and testament of William Shiff, deceased as aforesaid, and Samuel Davis Guardian of Octavia P. Bullitt, Irene L. Bullitt, William Bullitt and Emma Bullitt as aforesaid for and in Consideration of the sum of Four Thousand Five hundred and seventy two dollars to them in hand paid by Susannah Gantly the receipt of which is hereby acknowledged and before the sealing and delivery of these presents have granted, bargained, sold, aliened, conveyed and confirmed and these presents do grant, bargain, sell, alien, convey and confirm unto the said Susannah Gantly her heirs and assigns forever. All that certain piece parcel and tract of land situate lying and being in the County of Madison and State of Mississippi; and bounded and described as follows, The South half of Section No Thirteen, Township No Ten of Range No Two East. Containing Three hundred and twenty six 326 acres, be the same more or less. together with all and singular the advantages, hereditaments appurtenances, and privileges unto the above described and hereon conveyed premises belonging, or in any wise appertaining: To Have and to Hold said premises with the appurtenances unto the said Susannah Gantly her heirs and assigns forever. And the said William Ferriday, Henry L. Bennett, James Jones and Theodore H. McCaleb, for themselves, their heirs, Executors, and administrators do Covenant and agree, with the said Susannah Gantly, her heirs and assigns that they the said William Ferriday, Henry L. Bennett, James Jones and Theodore H. McCaleb their heirs, Executors and administrators, will warrant and defend the above described and hereby conveyed premises with the appurtenances unto the said Susannah Gantly her heirs and assigns against the Claims and demands of all persons lawfully or equitably claiming or to Claim said premises or any part thereof-

and the said David Hunt, Thomas Henderson and Sylvette Buckner Executors as aforesaid do covenant and agree with the said Susannah Gantly her heirs and assigns that they the said David Hunt, Thomas Henderson, and Sylvette Buckner as executors aforesaid have full authority and power, by the last will and testament of said William Shiffle to sell and convey all the undivided interest, right and party of the above described and hereby conveyed premises which the said William died seized of either in law or equity, And the said Samuel Davis, Guardian of Octavia P Bullitt, Irene A Bullitt, William Bullitt and Emma Bullitt aforesaid doth covenant and and agree with said Susannah Gantly her heirs and assigns, that he the said Samuel Davis as Guardian aforesaid, by virtue of the order of the Probate Court of Adams County, passed at the June Term thereof AD 1836 aforesaid hath full power and lawful authority to sell and convey all the undivided part, and right, title and interest either in law or equity of said Minors Octavia, Irene, William and Emma Bullitt of in and to the above described and hereby conveyed premises

In Witness of all which, the said William Fleriday and Helen C Fleriday his wife, Henry L Bennett and Matilda A Bennett his wife, James Jones and Mary his wife, Theodore H. McCalebb and Agnes his wife, Octavia Bullitt and David Hunt, Thomas Henderson and Sylvette Buckner, Executors of William Shiffle and Samuel Davis Guardian of Octavia P Bullitt, Irene A Bullitt, William Bullitt and Emma Bullitt, have hereunto set their hands and affixed their seals this 25th day of February AD eighteen hundred and thirty seven

William Fleriday	Seal
Helen C. Fleriday	Seal
Henry L. Bennett	Seal
Matilda A. Bennett	Seal
James Jones	Seal
Mary E. Jones	Seal
	Seal
	Seal
Octavia A. Bullitt	Seal
David Hunt	Seal
Thos Henderson Exr	Seal
Sylvette Buckner Exr	Seal
Samuel Davis Guardian	Seal

State of Louisiana } District Court of the United States in and
City of New Orleans } for the Eastern District of the State of Louisiana.

Personally appeared Henry Lisle Bennett, Matilda Ann Bennett, James Jones, Mary Jones and Octavia A Bullitt, this day before me Samuel H. Harper Judge of the District Court in and for the Eastern District of Louisiana the above named Henry Lisle Bennett, Matilda Ann Bennett, James Jones, Mary Jones, and Octavia A Bullitt residing in the City of New Orleans, who acknowledged that they signed sealed and delivered the foregoing Deed of Sale on the day and year therein mentioned to Susannah Gantly of three hundred and twenty acres 88/100 acres of land situate lying and being in the County of Madison in the State of Mississippi for all the purposes therein mentioned

In testimony whereof I have hereunto set my hand and caused the seal of the District Court of the United States for the District of Louisiana to be affixed hereto, this tenth day of March in the year One thousand Eight hundred and thirty seven.

The Words "in and for the Eastern District" interlined before signing

Sam H. Harper

The State of Mississippi } Before me Ralph North, Clerk of the Probate Court of the
Adams County } Set } County and State aforesaid, personally came and ap-
peared the within named William Ferriday and Helen C. Ferriday his wife in
their own right, David Hunt, Thomas Henderson and Sylvette Buckner Executors of
the last Will and Testament of William Shipp deceased, and Samuel Davis Guardian
of Octavia P. Irene S. William and Emma Bullitt minor heirs of William Bullitt
deceased, and severally acknowledged that they signed sealed and delivered the
within Deed on the day and year and for the purposes therein mentioned - they signing
severally in their own right, as Executors, and as Guardian as above specified.
And the said Helen C. Ferriday being by me examined separate and apart
from her said husband, acknowledged that she executed said Deed freely and
voluntarily without any fear threat or compulsion from her said husband.

In testimony whereof I have hereunto set my hand and Seal of Office
the 28th day of April AD 1837

Seal

Ral North Clerk

Bullitt, Shipp & Al } Record for Record Apl 25th } Recorded May 25th 1838
Deed
Samuel Davis } Whereas William Bullitt in his lifetime, William Shipp in
his life time, William Ferriday and Henry L. Bennett held in fee simple, among
other real Estate the premises hereinafter described and conveyed, the same being
held under a certain agreement entered into between them and William Gantly on
the seventh day of March AD 1833, and recorded in Book D page 728 of the Records
of Deeds in the Clerks office of Madison County, State of Mississippi, and also in Book
U. page 119 of the Records of Deeds in the Clerks office of Adams County, State of
Mississippi: The said William Gantly having sold and conveyed all his interest
in all lands under said agreement to the said William Bullitt, William Shipp, William
Ferriday and Henry L. Bennett: And Whereas the said William Shipp departed this
life leaving his last will and testament, whereby his Executors David Hunt Thomas
Henderson and Sylvette Buckner were and are authorized to sell and convey his real
estate as contained in said last will: and Whereas the said William Bullitt died
intestate, leaving his Widow Octavia Bullitt, and his Children and heirs: Mary
Bullitt, who intermarried with James Jones, Agnes Bullitt, who intermarried with
Theodore H. M'Caleb, and Octavia P. Bullitt, Irene S. Bullitt, William Bullitt and
Emma Bullitt; And Whereas the four last named children and heirs of William
Bullitt deceased being Minors, Samuel Davis was duly appointed guardian of the
persons and Estate of said Minors by the Probate Court of Adams County and
State aforesaid, and was also duly authorized by said Probate Court of Adams
County at the same Term thereof AD 1836 to sell and convey the real estate of said
Minors situated in the Counties of Madison, Holmes, Yazoo, Carroll and Attala, in the
State aforesaid upon a Credit mentioned in said Order of said Court,

Now this Indenture made and executed this 25th day of February AD
Eighteen hundred and thirty seven, Witnesseth, that the said William Ferriday and
~~Helen C. Ferriday~~, his wife Henry L. Bennett and Matilda T. Bennett his wife
James Jones and Mary Jones his wife, Theodore H. M'Caleb and Agnes M'Caleb

his wife Octavia Bullett, widow, aforesaid — and David Hunt, Thomas Henderson and Aylette Buckner, Executors of the last will and testament of William Shiff, deceased as aforesaid and Samuel Davis Guardian of Octavia P. Bullett, Irene A. Bullett, William Bullett and Emma Bullett, as aforesaid for and in consideration of the sum of Four Thousand four hundred and twenty eight dollars to them in hand paid by Susan David the receipt of which is hereby acknowledged at and before the sealing and delivery of these presents, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Susan Davis her heirs and assigns forever, all that certain piece, parcel and tract of land situate, lying and being in the County of Madison and State of Mississippi and bounded and described as follows, the North West quarter, and East half of the South West quarter, and West half of South West quarter of Section No Eighteen of Township No Ten of Range No Three East containing in all Three hundred and Fifteen $\frac{37}{100}$ acres be the same more or less, together with all and singular the appurtenances, hereditaments, appurtenances and privileges unto the above described and herein conveyed premises, belonging or in any wise appertaining; To Have and to Hold said premises with the appurtenances unto the said Susan Davis her heirs and assigns forever, And the said William Ferriday, Henry L. Bennett, James Jones, Theodore H. McCaleb for themselves, their heirs, Executors and administrators do Covenant and agree with the said Susan Davis her heirs and assigns that they the said William Ferriday, Henry L. Bennett, James Jones and Theodore H. McCaleb their heirs Executors and administrators, will warrant and defend the above described and hereby conveyed premises with the appurtenances unto the said Susan Davis her heirs and assigns against the claims and demands of all persons lawfully or equitably claiming or to claim said premises or any part thereof And the said David Hunt, Thomas Henderson and Aylette Buckner as Executors as aforesaid do Covenant and agree with the said Susan Davis her heirs and assigns, that they the said David Hunt Thomas Henderson and Aylette Buckner as Executors aforesaid have full authority and power by the last will and testament of said William Shiff, to sell and convey all the undivided interest right, and part of the above described and hereby conveyed premises, which the said William Shiff died seized of either in law or equity, And the said Samuel Davis Guardian of Octavia P. Bullett, Irene A. Bullett, William Bullett and Emma Bullett aforesaid, doth Covenant and agree with the said Susan Davis her heirs and assigns, that he the said Samuel Davis as Guardian aforesaid by virtue of the Order of the Probate Court of Adams County, passed at the June Term thereof A.D. 1836 aforesaid hath full power and lawful authority to sell and convey all the undivided part and right, title and interest, either in law or equity of said Minors Octavia, Irene, William and Emma Bullett, of in and to the above described and hereby conveyed premises, In Witness of all which the said William Ferriday and Helen L. Ferriday his wife, Henry L. Bennett and Matilda A. Bennett his wife, James Jones and Mary his wife, Theodore H. McCaleb and Agnes his wife, Octavia Bullett, and David Hunt, Thomas Henderson and Aylette Buckner Executors of William Shiff, and

Samuel Davis Guardian of Octavia P. Bullitt, Irene S Bullitt William Bullitt and Emma Bullitt. have hereunto set their hands and affixed their seals, this 25th day of February A.D. Eighteen hundred and thirty seven,

State of Louisiana } District Court of the United States in and
City of New Orleans } for the Eastern District of the State of Louisiana

Personally appeared Henry Lisle Bennett Matilda Ann Bennett. James Jones Mary Jones and Octavia O. Bullitt, this day before me Samuel H. Hasser Judge of the District Court in and for the District of Louisiana the above named Henry Lisle Bennett. Matilda Ann Bennett James Jones. Mary Jones, and Octavia O. Bullitt. residing in the City of New Orleans, who acknowledged that they signed sealed and delivered the foregoing Deed of sale on the day and year therein mentioned to Susan Davis of three hundred and fifteen 37/100 acres of land situate lying and being in the County of Madison in the State of Mississippi for all the purposes therein mentioned.

William Hornday Seal
Helen C. Hornday Seal
Henry L Bennett Seal
Matilda A Bennett Seal
James Jones Seal
Mary E Jones Seal
Seal
Seal
Octavia O. Bullitt Seal
David Hunt Seal
Thos Henderson Exr Seal
Aylette Buckner Exr Seal
Samuel Davis Guardian Seal

In testimony whereof I have hereunto set my hand and caused the seal of the District Court of the United States in and for the District of Louisiana to be affixed hereto this tenth day of March in the year One thousand eight hundred and thirty seven.

Sam H Hasser

The State of Mississippi }
Adams County } ss } Before me Ralph North, Clerk of the Probate Court of the County and State aforesaid personally appeared the within named William Hornday and Helen C Hornday his wife in their own right, David Hunt. Thomas Henderson and Aylette Buckner Executors of the last will and testament of William Nisbit deceased, and Samuel Davis Guardian of Octavia P. Irene S. William and Emma Bullitt minor heirs of William Bullitt deceased. and severally acknowledged that they signed sealed and delivered the within deed on the day and year and for the purposes therein named. they signing sealing & severally in their own right as Executors and as Guardian as above specified. And the said Helen C Hornday being by me examined separate and apart from her said husband. acknowledged that she executed said deed freely and voluntarily without any fear threat or compulsion from her said husband.

In testimony whereof I have hereunto set my hand and seal of Office the 28th day of April A.D. 1837

Ral North Clerk

vs

Wm Montgomery } Received for Record April 28th & Recorded May 25th 1838
Deed
James Priestly }

This Indenture made and entered into this twenty eighth day of April A.D. Eighteen hundred and thirty eight. Between William Montgomery of the first part and James Priestly all of the County of Madison and State of Mississippi of the second part, Witnesseth that the said William Montgomery hath for and in consideration of the sum of five hundred dollars lawful money paid

by the said James Priestly at and before the ensealing and delivering of these presents, the receipt and payment of which the said William Montgomery does hereby acknowledge and therefore acquit and forever discharge the said James Priestly, given, granted, bargained, sold, conveyed and confirmed and by these presents does give grant, bargain, sell convey and confirm unto the said James Priestly one undivided half of the following described tracts or parcels of land or Town lots, situate lying and being in the Town of Canton County of Madison and State of Mississippi and known and designated in the original plat of said Town as being lot No One in Square No Ten, and also lot No Three in Square No Ten. To Have and to Hold forever in fee simple. And the said William Montgomery doth for the consideration aforesaid, for himself his heirs Executors and administrators covenant with the said James Priestly his heirs executors administrators and assigns, to warrant and forever defend the title to the above described and hereby conveyed land or Town lots, unto the only proper use and behoof of the said James Priestly his heirs Executors, administrators and assigns in fee simple forever, And the said William Montgomery doth covenant to warrant the title of the said lands from the lawful or equitable claim or claims of all and every person claiming or to claim the same whatsoever.

In testimony whereof the said William Montgomery hereunto sets his hand and seal on the day and year first above written,

The words "One undivided half of" were interlined before signed

Wm Montgomery (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County } Probate Court of said County the above named William Montgomery who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed on the day and year and for the purposes therein specified.

(Seal)

Given under my hand and seal of office at Canton this 28th day of April A.D. 1838

John T. Cameron Clerk

vvv

James Loggins } Received for Record April 28th & Recorded May 26th 1838
Deed } State of Mississippi
Silman Loggins } Madison County } Know all Men by these presents that I, James Loggins of the aforesaid State and County, in Consideration of the sum of Four thousand Dollars to me paid by Silmon Loggins the receipt of which is hereby acknowledged, do by these presents give, grant, bargain, sell and convey unto the said Silman Loggins his heirs and assigns, a certain parcel of land, situate in the County aforesaid, bounded and described as follows: to wit in Township No Ten, Range Three East, the South East quarter of Section No Thirty three, together with all the privileges and appurtenances to the said land belonging. To Have and to Hold the above granted premises to the said Silman Loggins, his heirs and assigns, to his and their use forever. And I the said James Loggins, do hereby covenant and defend, and I and my heirs, Executors, administrators and assigns will and shall warrant and defend the same to the said Silman Loggins his heirs

and assigns forever against the lawful demands of all persons.

In testimony whereof I the said James Loggins have hereunto set my hand and seal April 28th 1838

Signed sealed and delivered in the presence of

James Loggins [Seal]

Jesse Heard

W. B. Ogleby

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County } Probate Court of said County the above named James Loggins who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed on the day and year and for the purposes therein specified

Given under my hand and seal of Office at Canton this 28th Day of April A.D. 1838

John T. Cameron Clerk

Ira Fisher Deed
to
G. W. Whaley

Received for Record April 28th & Recorded May 28th 1838

State of Mississippi
Madison County } Know all men by these presents that I Ira Fisher of the aforesaid County of the sum of Three Thousand Dollars to be paid to George W. Whaley the receipt whereof I do hereby acknowledge unto George W. Whaley his heirs and assigns a farm containing about two Hundred acres of land with the houses, barns and other buildings thereon and all privileges and appurtenances, situated in Madison County, Bounded and described as follows to wit, the East half of the North East quarter of Section No Thirty, Township No Eight, Range No two West containing seventy nine acres and seventy five Hundredths, and also the West half of the South East quarter of Section No Thirty, Township Eight Range two West, Containing seventy nine Acres and seventy nine Hundredths, Also the North half of the East half of the South East quarter of Section No Thirty of Township Eight of Range two West. To Have and to Hold the afore granted premises to the said George W. Whaley his heirs and assigns to his and their use and behoof forever. And I the said Ira Fisher do hereby for my self and my heirs, Executors and administrators Covenant with the said Geo. W. Whaley and his heirs and assigns that I am lawfully seized in fee simple of the aforegranted premises, that they are free of all incumbrances, that I have a good right to sell and convey the same to Geo. W. Whaley, and that I, Will and my heirs Executors and administrators shall warrant and defend the same premises to the said George W. Whaley his heirs and assigns forever against the lawful claims and demands of all persons,

Provided Nevertheless that if the said Ira Fisher his heirs Executors and administrators pay to the said George W. Whaley his heirs Executors, administrators or assigns the sum of Three thousand Dollars in three years from the date hereof then this deed shall be void, otherwise shall remain in full force and virtue

In Witness whereof I the said Ira Fisher have hereunto set my hand and seal this the first day of January 1836

Ira Fisher [Seal]

Test
Thos J. Hart,

Know all men by these presents that I Lucy Ann Fisher wife of the above named Lou Fisher for and in consideration of one Dollar to me in hand paid by George W. Wheeley named in the Mortgage hereto attached the receipt whereof is hereby acknowledged, I have released, released and forever quit claimed and by these presents do remise release and forever quit claim unto the said George W. Wheeley and to his heirs and assigns forever all and all manner of dower and right of dower, and all other right, title, interest and claim whatsoever which I now have or may hereafter have or claim in, to or out of, the lands, tenements, hereditaments and premises mentioned and described or intended so to be in the said Mortgage or instrument of writing hereto attached and executed by Lou Fisher my said husband to the said Wheeley. To Have and to hold the same to the said George W. Wheeley his heirs and assigns, to the only proper use and behoof of the said George W. Wheeley his heirs and assigns forever

Given under my hand and seal this fifteenth day of April 1838.

In presence of, Louisiana Fisher {seal}

State of Mississippi } Personally before the undersigned one of the justices of
Madison County } the peace in and for said County appeared Lou Fisher the grantor named in the Mortgage hereto attached and acknowledged that he signed sealed and delivered to said George W. Wheeley named also in said Mortgage on the day and year therein mentioned, the Mortgage hereto annexed for the uses and purposes therein mentioned, and as his voluntary act and deed. And the said Lucy Ann wife of said Fisher being examined separately and apart from her said husband acknowledged also that she freely and without any threats or compulsion from her said husband signed sealed and delivered to the said Wheeley the release of dower hereto attached on the day and year therein mentioned for the uses and purposes therein mentioned

Given under my hand and seal this 16th day of April 1838

Wm Yarnell J.P. {Seal}

Charles H. Toney } Received for Record May 28th & Recorded May 29th 1838
Vs
Angus Clark } This Indenture made and entered into this fifth day of May in the year of Our Lord One thousand eight hundred and thirty eight by and between Charles H. Toney and Nancy Toney his wife of the first part of Scott County and State of Mississippi; And Angus Clark of Madison County and State aforesaid of the second part Witnesseth. That for and in consideration of the sum of seven hundred dollars to them in hand paid, the said parties of the first part bargained sold conveyed and enfeoffed and by these presents do bargain sell, convey and enfeoff unto the said party of the second part the following tracts or parcels of land lying and being in Madison County & State aforesaid designated as follows. to wit, The East half of the South West quarter and the North half of the West ½ of the South East quarter all of Section twenty five and Township Eight Range two West in the Choctaw District containing One hundred and

twenty acres (more or less) with the appurtenances thereunto belonging; To Have and to hold the above described land to the said Angus Clark his heirs assigns Executors or administrators in fee simple forever, And we the said parties of the first part do warrant and forever defend the said title to the said party of the second part against the Claim or Claims ___ any person or persons whatever.

In testimony we the parties of the first part have hereunto set our hands and affixed our seals the day and year first above written

Charles H Toney {Seal}
Nancy (her mark) L Toney {Seal}

State of Mississippi }
Scott County } Before me personally appeared the within named Charles H Toney who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal this 5th day of May AD 1838

W. H. Hollan {J P}

State of Mississippi }
Scott County } Before me personally appeared the within named Nancy Toney the wife of the within named C. H. Toney who upon a private Examination apart from her husband acknowledged that she signed sealed and delivered the within deed freely without any fear threats or compulsion of her husband on the day and year therein mentioned

Given under my hand and seal this 5th day of May AD. 1838

W. H. Hollan J. P.

The State of Mississippi } I James J. Chambers Clerk of the Probate Court in and
Scott County } for said County do hereby Certify that Wade H. Hollan whose name is subscribed to the foregoing acknowledgement is and was at the time of signing the same an acting Justice of the peace in and for said County, that full faith and Credit are due his official acts as such

Given under my hand and probate seal there being no public seal of office to said Court. at Hillsboro this 19th day of May 1838

James J. Chambers Clerk Probate

r.v.J.

Nancy Sutton } Received for Record May 28th & Recorded May 31st 1838
Power of Attorney
Robert Lanier } I Nancy Sutton of Davidson County & State of Tennessee Executrix of Stephen Sutton dec^d do hereby nominate & appoint Robert Lanier of said County & State my true & lawful attorney in fact for me & in my name to sell & convey to any person or persons their heirs and assigns forever, who will pay either the same by General Warranty deed all tracts or parcels of land or town lots which formerly belonged to the said Stephen Sutton in Madison County in the State of Mississippi, or in any other County in said State, and take & receive the Consideration Money, or take notes for the same at his discretion he may also bring and prosecute in my name any suit that may be necessary to give possession of or establish the title or titles of the said Stephen Sutton dec^d or of myself to the same, employ such Counsel or aid as he may

need at my expense and charge, also to demand & receive of and from all persons indebted to me as such Executrix, by Note or account or otherwise in the said State of Mississippi all sums of Money due said deceased's estate, and to execute receipts or other acquittances for the same, or in case of failure to pay, to bring suit against them and prosecute the same and to employ Counsel or agents at my expense; she may also compromise or arbitrate any cases, and do all other things which may be necessary in & about said business, And I further hereby empower my said attorney for me in my name as Executrix as aforesaid, to settle up and close, at his discretion all business whatever in the State of Mississippi relative to the estate of the said Stephen Sutton decd And I do hereby ratify and confirm all the lawful actings & doings of said Robert Lanier in pursuance of the power & authority hereby communicated, as fully as if I were to do them my self

Witness my hand & seal this 8th day of May 1838

Nancy her X mark Sutton [seal]

State of Tennessee
Davidson County } Personally appeared before me Smith Criddle Clerk of the County Court of said County the foregoing named Nancy Sutton the constituent with whom I am personally acquainted & who acknowledged that she executed the foregoing power of attorney for the purposes therein contained,

In testimony whereof I hereunto subscribe my name & affix the seal of said Court at office in Nashville this 8th day of May 1838

[Seal]

Smith Criddle

State of Tennessee
Davidson County } I Elihu S. Hall Chancellor of Davidson County Court aforesaid, do hereby certify that Smith Criddle whose name is signed to the foregoing Certificate, was at the time Clerk of said County Court duly qualified according to law, and that his Certificate is in due form of law, Given under my hand and seal this 15th day of May 1838

E. S. Hall [Seal]

Charles C. Neal
Deed
S. M. P. McGinsey } Recorded for Record May 2nd & Recorded June 1st 1838

This Indenture made & entered into this 2nd day of March in the year of our Lord One Thousand Eight hundred & thirty eight Between Charles C. Neal & Emiline M. Neal his wife of the County of Madison & State of Mississippi of the one part and S. M. P. McGinsey of the County & State aforesaid of the other part Witnesseth that for & in consideration of the sum of Four thousand seven hundred & ninety dollars to them in hand paid, the receipt whereof is hereby acknowledged, they the said Charles C. Neal & Emiline M. Neal his wife have bargained sold & conveyed & by these presents do bargain sell & convey unto the said S. M. P. McGinsey his heirs & assigns forever, a certain tract or parcel of land situated in the County & State aforesaid & designated as the North East quarter of section fourteen & the West half, and the North half of the East half of the South East quarter of section Eleven in Township Ten Range four East, To Have and to Hold

the above described land & bargained premises with all & singular the hereditaments & appurtenances thereunto belonging or in any wise appertaining to the only proper use of him the said W. P. McGinsey his heirs &c. And the said Charles C Neal & Emeline M. Neal his wife for themselves, their heirs &c do covenant & agree to & with the said W. P. McGinsey his heirs &c that the above described land & bargained premises they will warrant & forever defend against the lawful claim title or demand of any & all persons whomsoever.

In testimony whereof we have hereunto set our hands & seals the day & date above written.

Charles C Neal (Seal)
Emeline M. Neal (Seal)

The State of Mississippi }
Madison County } Personally appeared before me James M. Baker an acting Justice of the Peace in & for said County the within named Charles C Neal who acknowledged that he signed sealed and delivered the foregoing deed of Conveyance as his act & deed for the purposes therein mentioned on the day & year therein written. And at the same time came Emeline M. Neal wife of the said Charles C. Neal who being examined separate & apart from her said husband acknowledged that she signed sealed & delivered the foregoing deed freely, voluntarily & of her own accord without any fear, threat or compulsion of her said husband on the day and year therein written & for the purposes therein mentioned.

Given under my hand & seal this first day of May 1838

James M. Baker J. P. (Seal)

vs

William L. Balfour } Received for Record & Recorded June 1st 1838
Deed
W. P. McGinsey }

This Indenture made and entered into the first day of March in the year of our Lord One Thousand Eight hundred and thirty eight Between William L. Balfour and Eliza A. his wife of the County of Madison and State of Mississippi of the first part, and John W. P. McGinsey of the County and State aforesaid of the second part Witnesseth: That the said party of the first part for and in consideration of the sum of Nineteen hundred and twenty dollars to him paid by the said party of the second part at and before the ensealing and delivering of these presents, the receipt of which is hereby acknowledged have granted, bargained sold and confirmed and do by these presents do fully freely and absolutely grant, bargain and sell unto the said party of the second part and his heirs and assigns forever, the following described land to wit, The South East quarter and the East half of the South West quarter of Section number twenty six in Township Number Ten of Range Number Three East of the Basis Meridian, together with all and singular the hereditaments and appurtenances whatsoever to the said land and bargained premises belonging or in any wise appertaining, and also all the estate, right, title claim and demand whatsoever of the said party of the first part have in and to the same or any part or parcel thereof To Have and to Hold the said land and premises unto the said party of the second part his heirs and assigns forever. And the said William L. Balfour and Eliza his wife and their heirs all and singular the aforesaid land and bargained premises with their and every of their rights, members and appurtenances hereby

hereby granted and released and every part and parcel thereof unto the said party of the second part his heirs and assigns and against them the said William L. Balfour and Eliza A his wife their heirs and assigns and against all and every person whomsoever shall and will warrant and forever defend by these presents, In Witness Whereof the said William L. Balfour and his wife Eliza A Balfour have hereunto set their hands and seals on the day and date before written,

Wm L Balfour [seal]
E. A. Balfour [seal]

The State of Mississippi
Madison County } Personally appeared before me James Roach a justice of the Peace in and for said County William L. Balfour and Elizabeth A. his wife whose names are signed to the within and foregoing deed, who acknowledged that they signed sealed and delivered the same as their voluntary act and deed on the day and year therein written, And the said Elizabeth A. Balfour being duly examined separate and apart from her husband acknowledged that she signed sealed and delivered the said deed freely and voluntarily and without any fear threat or compulsion from her husband,

Intestimony whereof I have hereunto put my hand and seal this twenty ninth day of May One thousand Eight hundred & thirty Eight

J Roach J.P. [seal]

Filed
A M P McGimsey

Wm L Balfour } Received for Record & Recorded June 1st 1838

This Indenture Made this thirteenth day of April in the year of our Lord One thousand Eight hundred & thirty eight between Wm L Balfour and his wife Elizabeth A Balfour of the County of Madison & State of Mississippi of the one part & A M P McGimsey of the County & state aforesaid of the other part Witnesseth that the said Wm L Balfour & his wife Elizabeth A Balfour for & in Consideration of the sum of Thirteen thousand dollars to them in hand paid the receipt whereof is hereby acknowledged have bargained sold & conveyed & by these presents do bargain sell & convey unto the said A M P McGimsey his heirs & assigns the following tracts or parcels of land situated in the County of Madison & State aforesaid & designated as the East half of the South West quarter & the South East quarter of Section twenty two & the South West quarter of Section twenty three & the North West quarter & the West half of the South West quarter of Section twenty six and the North half and the South East quarter & the East half of the South West quarter of Section twenty seven & the East half of the South East quarter & the South half of the West half of the South West quarter of Section twenty eight, & the East half of the North East quarter of Section thirty two & the North West quarter & the West half of the North East quarter and the North half of the East half of the North East quarter of Section thirty three in Township Ten Range three East in the District of Coto etaw Containing Twenty one & a half Eighths or seventeen hundred & twenty acres be the same more or less. To Have & to hold the above described landed bargained premises with all & singular the hereditaments & appurtenances thereunto belonging or in any wise appertaining to the only proper use & benefit of him the said A M P McGimsey his heirs &c. And the said Wm L Balfour & Eliza A his wife for

themselves their heirs, Executors, administrators & assigns do Covenant and agree to & with the said W. P. McGimsey his heirs & that they will warrant & forever defend the above described lands & bargained premises against the lawful claim title or demand of any & all persons whomsoever.

In testimony whereof we have hereunto set our hands & seals the day & date above written,

Attest
J. B. Gillespie

Wm. L. Balfour (Seal)
E. D. Balfour (Seal)

The State of Mississippi } Personally appeared before me James Roach a Justice of the
Madison County } Peace in and for said County William L. Balfour and Elizabeth D. his wife whose names are subscribed to the within and foregoing deed, who acknowledged that they signed, sealed and delivered the same as their voluntary act and deed on the day and year therein written, And the said Elizabeth D. being duly examined, separate and apart from her husband acknowledged that she signed sealed and delivered the same freely and voluntarily without any fear threat or compulsion from her husband

In testimony whereof I have hereunto set my hand and seal this twenty ninth day of May A.D. One thousand Eight hundred and thirty eight.

J. Roach J. P. (Seal)

(27)

Joseph Parmele
Title Bond
Galbreath & McLaurin

Received for Record April 30th & Recorded June 1st 1838

Know all men by these presents that we Joseph Parmele and William Nash both of Madison County and State of Mississippi are held and firmly bound unto Alexander Galbreath and John McLaurin, of the same County and State aforesaid in the sum of Thirty Six thousand Dollars, to be paid to the said Alexander Galbreath and John McLaurin their heirs Executors or administrators, to which payment well and truly to be made we do bind ourselves, our heirs, Executors and administrators, each and every of them firmly by these presents sealed with our seals and dated this Sixteenth day of December in the Year of our Lord Eighteen hundred and thirty five

The Condition of this obligation is such that the said Alexander Galbreath and John McLaurin have given their two promissory Notes to Joseph Parmele or order, and endorsed by Fayette Montgomery and John Montgomery, each for the sum of Six thousand Dollars, dated the year & day above written and will mature the first on the first day of January A.D. 1837, and the second on the first day of January A.D. 1838. Now if the two said promissory notes shall each respectively be paid, as here contemplated, to the said Joseph Parmele his heirs or assigns, then the said Joseph Parmele shall, will or cause to be made to the said Alexander Galbreath and John McLaurin, a good and lawful title to all his lands now holden by him in the said County of Madison, to wit, Seven hundred & twenty acres, be the same more or less lying & being in Township Eight and Range two East; so soon therefore as the last mentioned note shall be paid, its amount and every part thereof at maturity, then the said Joseph Parmele shall make, or cause to be made, a good and lawful title of conveyance in fee simple to the

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DEC 51

Joseph Parnell
Alexander

said Galbreath and McCaurin of the bonds aforementioned then this obligation to be null and void never made. Otherwise to remain in full force and virtue.

In testimony whereof the said Joseph Parnell & William Wade have hereunto set their hands and affixed their seals the day & year above written.

Signed sealed & delivered
in presence of
John G. Ott,

Joseph Parnell {Seal}
William Wade {Seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of said County John G. Ott the subscribing Witness to the foregoing Title Bond who being duly sworn deposeth and saith that he saw the above named Joseph Parnell and William Wade sign, seal and deliver the said Bond as their act and deed on the day and year and for the purposes therein specified, and that he this deponent signed the same as a subscribing Witness in their presence & at the same time.

Given under my hand and seal of office at Canton this 30th day of April AD. 1838

{Seal}

John T. Cameron Clerk

Cyprus M. Wilson } Received for Record 30th April & Recorded 1st June 1838
to
Charles Hickerson } This Indenture made this the twenty fourth day of April Eighteen hundred and thirty eight between Cyprus M. Wilson of the County of Madison and State of Mississippi of the first part, and Charles Hickerson of the County and State aforesaid of the second part. Witnesseth that the said Cyprus M. Wilson for and in Consideration of the sum of Four Thousand Dollars in hand paid the receipt whereof is hereby acknowledged, hath granted, bargained sold, conveyed and by these presents doth grant, bargain, sell and convey unto the said Charles Hickerson his heirs and assigns all that tract or parcel of land lying and being in the County and State aforesaid known and designated as follows. Beginning at the North half of the South East quarter of Section Number Thirteen Township number Ten Range three East, and the West half of the South East quarter of Section Number thirteen Township Ten Range three East, and the North half of the West half of the North East quarter of Section Eighteen Township Ten Range four East, and South half of the West half of North East quarter of Section Thirteen Township Ten Range three East, and the East half of North East quarter of Section Thirteen Township Ten Range three East, except Ten acres sold by Samuel McCauley off of the North West Corner of said last mentioned Eighth of land. Together with all and singular the premises, right, title and interest of him the said Cyprus M. Wilson of in and to the premises hereby conveyed. To Have and to Hold the said tract of land hereby conveyed with all and singular the premises, unto the said Charles Hickerson his heirs and assigns forever, And the said Cyprus M. Wilson for himself his heirs, Executors and administrators, doth covenant and promise and agree to and with the said Charles Hickerson his heirs and assigns by these Presents. That the premises before mentioned, now are and shall forever remain free from all and former grants, Gifts, bargains Sales and Charges whatsoever done,

or suffered to be done by the said Cyprus M. Wilson. And the said Cyprus M. Wilson his heirs and Executors and administrators all and singular the premises hereby bargained and sold, with the appurtenances, unto the said Charles Hickerson, his heirs and assigns against the said Cyprus M. Wilson his heirs and all and every other person or persons whatsoever do the and will warrant and forever defend by these Presents,

In testimony whereof the said Cyprus M. Wilson hath hereunto set his hand and seal the date of year before written

Test Evan Lewis
Coleman Nichols

Cyprus M. Wilson (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of said County the above named Cyprus M. Wilson who acknowledged that he signed sealed and delivered the above and foregoing Deed as his own act and deed on the day and year and for the purposes therein specified

Given under my hand and Seal of Office at Canton this 30th Day of April A.D. 1838

(Seal)

John T. Cameron Clerk

Gabriel S. Cook } Received for Record June 3rd } Recorded June 4th 1888
Mortgage
R. E. Bank H. C. }

This Indenture made and entered into this Thirtieth day of May in the Year of our Lord, One Thousand Eight hundred and thirty eight by and between Gabriel S. Cook of the County of Hinds and State of Mississippi of the first part, and the President and Directors of the "Real Estate Banking Company of Hinds County" and their successors in office as they shall be subsequently appointed or elected from time to time of the second part. Witnesseth: That whereas the said Gabriel S. Cook has become a Member of the association and "Stockholder in the Capital Stock of the "Real Estate Banking Company of Hinds County" to the number of five Shares of One hundred dollars each making in the whole amount the sum of four hundred & ninety seven dollars, and the said Gabriel S. Cook being an Owner in his own right of Real Estate in the County of Madison and State of Mississippi, and in pursuance of the Bond and articles of association of the said Real Estate Banking Company of Hinds County" whereby the payment of the stock thus subscribed shall be secured by Bond and Mortgage upon unincumbered Real Estate executed by the party subscribing for said Stock, And whereas the said Gabriel S. Cook having signed sealed and delivered to said President and Directors aforesaid the Bonds as required by the said Bond and articles of association aforesaid, and being desirous still further to secure the payment of the said stock subscribed for as aforesaid punctually at the times and Periods prescribed in and by said Bond and Articles of association and to bind and render himself & his heirs, Executors, & administrators and assigns liable according to the tenor and effect and true intent and meaning thereof in Conjunction with each and every stockholder of the said Capital Stock of said "Real Estate Banking Company of Hinds County" to all and singular the holders of the Notes, Bills, Checks, and other liabilities of the said "Real Estate Banking

Company of Hinds County" now existing or which may hereafter exist at any time during the Period of fifteen years the time prescribed in the bond and articles of association aforesaid of said "Real Estate Banking Company of Hinds County: Now-therefore this Indenture Witnesseth that the said Gabriel S. Cook of the first part, as well for and in Consideration of the Premises aforesaid, as for the further Consideration of One Dollar to the said Gabriel S. Cook of the first part in hand paid by the said President and Directors of the second part before the signing, sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and Conveyed and by these presents does grant bargain sell and Convey unto the said President and Directors of the Real Estate Banking Company of Hinds County and their successors as aforesaid a Certain tract or parcel of land lying and being in the County of Madison and State of Mississippi and Containing by estimation thirty nine eighty three hundredths acres and more particularly known and described in the general plan of the Mount Salus land District in the said State, Viz- The South half of the West half of the North West quarter of Section fifteen, Township Eleven and Range three East of the Meridian, together with the hereditaments and appurtenances thereunto belonging or in any wise appertaining, together with all the Estate, right, title, and interest, property, claim or demand of the said Gabriel S. Cook, his heirs and assigns: To Have and to Hold the said described lot or parcel of land with the hereditaments and appurtenances unto the said President and Directors and their successors as aforesaid to the only proper use and behoof of the said President and Directors and their Successors in office as aforesaid forever; Provided Nevertheless: if the said Gabriel S. Cook his heirs Executors or administrators shall well and truly pay off discharge and satisfy the Bond aforesaid signed sealed and delivered by the said Gabriel S. Cook as aforesaid and well and truly pay and satisfy the said President and Directors and their successors as aforesaid for the Stock Subscribed for by the said Gabriel S. Cook at the times and Periods when the same shall become due and Payable and well and truly pay off and discharge all the Notes, Bills, Checks and other liabilities of the said Real Estate Banking Company of Hinds County — then and from thenceforth as well this Present Indenture and the Estate hereby granted as the Bond aforesaid shall Cease determine and become absolutely null and void any thing herein Contained to the reverse notwithstanding. But upon a failure to do and perform any of the things herein specified by the said Gabriel S. Cook his heirs, Executors Administrators or assigns, this Indenture shall remain in full force and effect in law and equity: And the said Gabriel S. Cook for himself his heirs Executors and administrators will forever warrant and defend the title to the said land and premises herein described to the said President and Directors and their Successors in office as aforesaid against the Claim or Claims of any person or persons whatever.

In testimony whereof the said Gabriel S. Cook has hereunto signed his name and affixed his seal the day and year first above written.

G. S. Cook (Seal)

State of Mississippi } Personally appeared before me Calvin Miller a Justice
Hinds County ss } of the Peace in & for said County the within named G. S. Cook who acknowledged that he signed sealed & delivered the within Deed as his act and deed on the day & date therein mentioned & for the purposes therein specified.

Given under my hand & seal this first day of June 1838

Calvin Miller J.P. (Seal)
& Ex Officio Notary Public

Cook & Gevin } Received for Record June 3d & Recorded 4th June 1838
Deed }
G. S. Cook } This Indenture made this thirtieth day of May one thousand eight hundred & thirty eight, between Gabriel S. Cook and Samuel Gevin of Hinds County State of Mississippi of the first part, and Gabriel S. Cook of the County & State aforesaid of the second part. Witnesseth: that for and in consideration of the sum of three thousand dollars to us in hand paid by the said Gabriel S. Cook before the execution of these presents, the receipt whereof is hereby acknowledged, do bargain, grant, sell, alien and convey in fee off, and by these presents doth bargained, granted, sold, aliened and conferred in fee off, unto the said Gabriel S. Cook his heirs executors, administrators and assigns the following tract or parcel of land lying & being in the County of Madison and State aforesaid known and designated as follows (to wit) The South half of the West half of the North West quarter of Section No fifteen Township Eleven Range three East. Containing thirty nine 83/100 acres more or less. together with all the appurtenances thereto appertaining or belonging. To Have And to Hold the aforesaid tract or parcel of land and every part and parcel thereof with the hereditaments and appurtenances thereto in any wise belonging or appertaining unto the said G. S. Cook his heirs Executors, administrators and assigns forever. And the said Gabriel S. Cook & Samuel Gevin for themselves their heirs Executors, Administrators and assigns do hereby covenant and agree to and with the said Gabriel S. Cook his heirs Executors Administrators & assigns that they are seized in fee of and have a good and lawful title to the above described land, tenements and appurtenances thereto belonging And that they will warrant and defend unto the said Gabriel S. Cook his heirs and assigns the above described lands and tenements forever against all person or persons whatever claiming.

In testimony whereof the said Gabriel S. Cook and Saml Gevin have hereunto affixed their seal and set their hand the date first above written.

Saml Gevin (Seal)

In Superior Court of Chancery }
of the State of Mississippi ss } Personally appeared before the undersigned Clerk of the Court aforesaid Samuel Gevin whose name is signed to the within Indenture who acknowledged that he signed sealed & delivered the same as his act and deed for the uses & purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at Jackson

the 23rd day of May A.D. 1838

A.H. ... P. L. Dixon Clk

S. M. Flournoy Shff } Received for Record 4th & Recorded 5th June 1838
Deed } State of Mississippi }
Benj. B. Clarkson } Madison County } This Indenture made and entered into this 4th day of June 1838 Between Samd M. Flournoy Sheriff of Madison County and State of Mississippi of the first, and Benjamin B Clarkson of the County and State aforesaid of the second part, Witnesseth that Whereas William Montgomery on the 3rd day of May 1837 in the Circuit Court of Madison County aforesaid by the judgement of said Court recovered against William J Groves and John R. Griffy the sum of three thousand and forty four dollars and ninety eight and three quarter Cents damages, and twenty two dollars and seventy five Cents Costs; and Whereas an Execution (to wit) a fieri facias was issued by the Clerk of said Circuit Court aforesaid, and delivered into the hands of the said Sheriff of Madison County, to whom the same was directed. And Whereas also the said Sheriff of Madison County did levy the said execution immediately thereafter on the following tract of land lying and being in the said County of Madison, the property of the said William J. Groves aforesaid known and designated as the East half of the North East quarter, and the East half of the South East quarter of Section 31. Township 12 Range 4 East containing One hundred and sixty acres more or less with all the improvements, And Whereas the said Sheriff did afterwards in conformity to the Statute made and provided in such case, at least thirty days previous to the day of sale, advertise the said tract of land in the Canton Herald a Public Newspaper in the County aforesaid for sale on the 4th day of June 1838 (this day) at the Court house door in the Town of Canton at which time and place the said Sheriff offered the said tract of land for sale, receiving the Midows Bower (to wit) (the Dower of the Widow of the said Defd. William J Groves) to satisfy the aforesaid Execution and the said Benjamin B Clarkson having bid the sum of Five hundred and forty dollars which bid being the highest that was offered or could be obtained, the said Benjamin B. Clarkson became the purchaser thereof. Now therefore in consideration of the sum of Five hundred and forty dollars in hand paid by said Benjamin B Clarkson the receipt whereof is hereby acknowledged, he the said Samuel M. Flournoy Sheriff as aforesaid by virtue of the Powers in him vested for this purpose doth hereby bargain, sell and convey unto the said Benjamin B Clarkson and to his heirs and assigns forever the aforesaid tract of land and all the improvements and appurtenances thereunto belonging specified as before specified, and possessed. To have and to Hold unto the said Benjamin B. Clarkson his heirs and assigns forever,

In testimony the said Samuel M Flournoy Sheriff as aforesaid hath hereunto set his hand and affixed his seal the day and year first above written.

The State of Mississippi } S. M. Flournoy (Seal)
Madison County } Personally appeared before me John A Cameron Clerk

of the Probate Court of said County the above named Samuel M. Flowarnoy who acknowledged that he signed sealed and delivered the foregoing Deed as his act and Deed as Sheriff of the County aforesaid on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton this 4th Day of June A.D. 1838

{Seal}

Jno. T. Cameron Clerk

James Lee } Received for Record April 30th } Recorded June 5th 1838
Deed Gift
E. Dunlavy }

Know all men by these presents that I James Lee of Beattie Bluff Madison County Mississippi. for and in consideration of the love I have and bear toward my Grand Daughter Elvina Dunlavy, and for the sum of One Dollar the sum in hand paid by her father James H. Dunlavy - do by these presents give grant and confirm unto said Elvina Dunlavy. all the right and title to a Negro Boy named Jerry being four years old last November and born a Slave on my farm. the title of said Negro to remain in said Elvina Dunlavy her heirs and assigns forever.

In testimony whereof I hereunto set my hand and seal this 30th day of April A.D. 1838

Jas. Lee {Seal}

The State of Mississippi }
Madison County }

Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named James Lee who acknowledged that he signed sealed and delivered the foregoing Deed of Gift as his act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton this 30th Day of April A.D. 1838

John T. Cameron Clerk

L. M. Timmin } Received for Record May 25th } Recorded June 5th 1838
Power attorney
William Timmin }

Know all men by these presents that I Lawrence M. Timmin of the County of Madison and State of Mississippi have made, ordained, Constituted and appointed and by these presents do make, ordain Constitute and appoint William Timmin of the said County and State aforesaid my true and lawful attorney hereby giving and departing and depositing unto him full power and authority to receive and take subscriptions under certain articles of agreement for forming a joint ..... To take notes & pay notes and make tables of the act and transact of the business of mine in the County of Madison and Hinds and State of Mississippi. In Witness whereof I have hereunto set my hand and seal this 13th May in the year of our Lord One thousand Eight hundred and thirty

Seal

Sealed and delivered in presence of

L. M. Timmin {Seal}

The State of Mississippi } Personally appeared before me the undersigned Justice
Madison County } of the Peace in and for said County D.W. Timmin who
acknowledged he signed sealed and delivered the foregoing Power of Attorney
as his act and deed on the day and year above mentioned.

Given under my hand and seal this 13th day of
May 1835

S.P. Ewing J.P. [seal]

Asa Timmins } Received for Record May 25th & Recorded June 5th 1838
Deed
William Timmin } The State of Mississippi }
Madison County } This Indenture made and entered
into this the 3rd day of December A.D. 1836 between Asa Timmin of the County
of Hinds and State aforesaid of the first part, And William Timmin of the
County of Madison and State of Mississippi of the second part, Witnesseth:
That the party of the first part hath this day granted, bargained and sold
and do by these presents grant, bargain and sell, unto the said party of the se-
cond part a certain parcel or tract of land lying and being in the said
County of Madison and State aforesaid and known and designated as
the E½ of the S.W¼ of Section No 34 Township 8. of Range 1 West in the
Land District subject to sale at Jackson, containing Eighty acres more or
less, for and in Consideration of the sum of Five hundred Dollars to me
in hand paid and the receipt whereof is hereby acknowledged by the
said party of the first part, and the said party of the first part for
himself his heirs &c do forever warrant and defend the right title and
interest to the said party of the second part and his heirs &c

In witness whereof the said party of the first part have
hereto set his hand and seal the day and date above first written

Signed sealed and acknowledged in presence of }
Garrett Goodloe }
S.P. Ewing }

Asa Timmin [seal]

The State of Mississippi } Personally appeared before me the undersigned Justice
Madison County } of the Peace in and for said County Asa Timmin who
acknowledged he signed sealed and delivered the within Deed as his act
and deed on the day and year therein mentioned.

Given under my hand and seal this 3rd day
of December A.D. 1836

S.P. Ewing [seal]
Justice of the Peace

James H. Williams } Received for Record May 25th & Recorded June 5th 1838
Deed
William Timmin } This Indenture made this second day of January
this year of our Lord One Thousand Eighteen hundred and Thirty five
between James H. Williams of the County of Madison and State
of Mississippi of the first part and William Timmin of the County
and State aforesaid of the second part Witnesseth that the said

James H. Williams for the Consideration of Four hundred dollars to me in hand paid by the said William Timmie the receipt whereof is hereby acknowledged has given, granted bargained sold released, Conveyed and Consigned, and by these presents do give grant bargain sell release, Convey and Consign to him the said William Timmie his heirs and assigns forever the following District of land lying in the County and State aforesaid Known and designated as the (Viz) East half of the South East quarter of Section No Ninty three of Township No Eight of Range No One West Containing Eighty acres and nine hundreth of an acre be the same more or less, together with the improvements, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and also all the estate right title Claim whatsoever of him the said James H. Williams in law or equity therewith, To have and to hold the said right of land, hereditaments privileges hereby are intended so to be with the appurtenances unto the said William Timmie his heirs and assigns to his only proper use and forever, and the said James H. Williams from himself his heirs Executors and administrators doth Covenant promise & agree to and with William Timmie his heirs and assigns that the said Williams and his heirs the said above mentioned & described tract of land, hereditaments & premises hereby granted bargained and sold, with the appurtenances unto the said William Timmie his heirs & assigns against him the said Williams and his heirs and all & every other person or Persons whomsoever lawfully Claiming or to Claim by from or under him them or any of them shall & will warrant & forever defend by these Presents — In Witness the said Williams has hereunto affixed his hand and seal the day and year above written

State of Mississippi } James H. Williams (Seal)
Madison County } Personally appeared before me Edward Smith a justice of the Peace and to the within named James H. Williams who acknowledged that he signed sealed and delivered the foregoing on the day and year mentioned as his act and deed

Witness J. A. Matlock
Thos H. Garner.

Edward Smith J P (Seal)

Nathan D. White } Received for Record May 25th } Recorded June 5th 1838.
Deed
William Timmie } Know all men by these Presents We Nathan D. White of the County of Hinds and State of Mississippi and Narcissa White the wife of the said White in Consideration of the Payment of Eight hundred dollars to us in hand paid by William Timmie of the County of Madison and State above Mentioned the receipt whereof we do hereby acknowledge have bargained sold and quit Claim and by these presents do bargain sell and quit Claim unto the said William Timmie and to his heirs and assigns forever all our and each of our right interest Estate Claim and demand both at law and in Equity and as well in possession as in expectancy of in and to all that Certain tract of land known in the Office at Clinton in the —

County of Madison as the South half of the West half of the South West quarter of Section Thirty four of Township Eight of Range One West of the Basis Meridian in the Choctaw District with all and singular the hereditaments and appurtenances thereunto belonging.

In Witness Whereof we have hereunto set our hands and seals this day of February One thousand eight hundred and thirty eight.

N. S. White {Seal}

{Seal}

The State of Mississippi }
Madison County } Personally appeared before me William A. Hart an acting Justice of the Peace in & for said County N. S. White who acknowledged that he signed sealed and delivered the within deed as his act and deed for the purposes therein mentioned.

Given under my hand and seal this 26th day of February 1838

Will. A. Hart {J.P.}

J. Silverberg, Mr. for Received for Record May 12th & Recorded June 6th 1838

Deed

Geo. F. Rogers } This Indenture made and entered into this eleventh day of May in the year of our Lord One thousand eight hundred and thirty eight between Johnson Silverberg and Sarah Silverberg his wife of the County of Madison State of Mississippi of the one part, and George F. Rogers of the County and State aforesaid of the other part Witnesseth That the said Silverberg and wife for and in Consideration of the sum of One thousand Dollars to them in hand paid, the Receipt whereof is hereby acknowledged and the said George F. Rogers his heirs & assigns forever released and discharged therefrom have granted, bargained sold, aliened and Confirmed and by these Presents do grant, bargain sell, alien and Confirm unto the said George F. Rogers his heirs & assigns forever, a certain lot or parcel of land lying and being in the Town of Moores Bluff or Warsaw, known and designated as Lot number four in Square Number One agreeable to the Plat of said Town, To Have and to Hold the above described tract, parcel or lot of land with all and singular the Premises belonging, or in any wise appertaining thereto unto the said George F. Rogers his heirs & assigns forever, and the said S. Silverberg and Sarah his wife for themselves their heirs and assigns do the Covenant and agree to and with the said George F. Rogers his heirs and assigns to warrant and defend the title of the aforesaid parcel or lot of land unto the said George F. Rogers his heirs or assigns forever against themselves their heirs or assigns and against the Claim or Claims of all and every other person whatsoever.

In testimony whereof the said Johnson Silverberg & Sarah his wife have hereunto set their hands and affixed their seals the day and date above written

S. Silverberg {Seal}
Sarah Silverberg. {Seal}

State of Mississippi } Personally appeared before me John D. Cameron Clerk
Madison County } of the Probate Court of said County Johnson Silverberg
and Sarah Silverberg his wife, who acknowledged the signing sealing and
delivering of the foregoing deed to be their act and deed for the purposes
therein mentioned. And the said Sarah Silverberg wife of the said Johnson
Silverberg, being by me examined separate and apart from her said husband
acknowledged that she signed the same as her voluntary act and deed without
the fear, threats or Coercion of her said husband

Given under my hand and seal of office at Canton
this Eleventh day of May 1838

Seal

John D. Cameron Clerk

P. H. Petty & Wife } Received for Record 1st & Recorded 6th June 1838
Deed
George F. Rogers } This Indenture, made & entered into this the twelfth
day of May A.D. 1838, Between Philemon H. Petty & his wife Louisa A. Petty
of the County of Claiborne & State of Mississippi of the One Part, & George F. Rogers
of the County of Madison & State aforesaid of the other, Witnesseth: that
in & for the Consideration of Eleven hundred & fifty Dollars, in hand paid
the receipt whereof is hereby acknowledged the sd Parties of the first Part
have bargained & sold & by these Presents, do bargain & sell, grant alien
confirm & convey unto the said Party of the second Part an undivided half
of the following described Parcels or lots of Land situate & being in the
Town of Mansard in the sd County of Madison, Viz One half of lot No 7
(seven) in Square No Ten. One half of Lot No 1 (one) in Square No Six, One
half of Lot No 2 (two) in Square No Six, & One half of lot No 2 (two) in
Square No One, To Have & to Hold the sd undivided half of sd Parcels or lots
of Land with all the appurtenances thereunto belonging unto him the sd party
of the second Part his heirs Executors & assigns forever, And the said
Parties of the first Part do for themselves their heirs Executors & Convenant &
agree to & with the sd Party of the second Part his heirs Executors & that they
will forever warrant & defend the title to the sd undivided half of the sd lots or
Parcels of Land against the Claims legal or Equitable of any & every person
whomsoever, In testimony whereof the sd Parties of the second Part
have hereunto set their hands & seals this the day & year above written

P. H. Petty Seal
L. A. Petty Seal

State of Mississippi }
Claiborne County } Personally appeared before the undersigned Justice
of the Peace in and for said County Philemon H. Petty who acknowledged
that he signed sealed and delivered the foregoing instrument of writing
as his voluntary act and deed for the purposes therein contained.
Came also at the same time and Place Louisa A. Petty wife of the
aforesaid P. H. Petty & he being examined separate and apart from
her said husband acknowledged that she signed sealed and de-
livered the foregoing Instrument of Writing as her voluntary act and
deed for the purposes therein contained without fear threat or Compulsion

of her said husband. Given under my hand and seal at Grand Gulf this 21st Day of May 1838

Lewis Crowley J.P. {Seal}

The State of Mississippi } I John Mitheral Clerk of the Probate Court in
Claiborne County ss } and for said County do hereby Certify that Lewis
Crowley whose name is signed to the foregoing instrument of writing is and
was at the time of signing the same an acting Justice of the Peace duly com-
missioned and qualified according to Law in and for said County and
that full faith and Credit are due to all his Official acts as such

Given under my hand and seal of Office at
Port Gibson this the 29th May in the year of our Lord
One Thousand Eight hundred and thirty eight and
fifty second year of American Independence

{Seal}

John Mitheral Clk
By J. L. Mecton D.Clk.

Henry Hamblin & Wife } Received for Record 30th April & Recorded 6th June 1838
to
Leonard C. Temple } This Indenture made the 17th day of February 1837
Between Henry Hamblin and Mary his wife of the County of Madison in the
State of Mississippi of the one Part, and Leonard C. Temple of Bedford
County & State of Tenn. of the other Part, Witnesseth. That the said Party
of the first ... for and in Consideration of the sum of One Thousand
and four hundred dollars. at and before the sealing and delivering hereof
to ..... in hand paid by the said ..... the receipt whereof
we do hereby acknowledge, and therefrom acquit and forever discharge
the said Leonard C. Temple ... his Executors and administrators. by
these Presents have granted, sold and Conveyed, and by these Presents doth
grant bargain, sell and Convey unto the said Leonard C. Temple and to his
heirs and assigns forever, all those Lots or Parcels of land lying and being
in the County of Madison and State of Miss. known and designated
as follows (viz) E½ NW¼ Section No. 1. T. 10. R. 4. E. S½ of NE¼ of NW¼
Section 36. T. 11. R. 4. E. E½ Section 35, and E½ NE¼ Section 35, T. 11. R. 4. E.
And a lot beginning at a stake on the Meridian between Section 35 & 36 and
at the NW Corner of the South ½ of NE¼ of NW¼ of Section 36. T. 11. R. 4. E.
thence North 7 Chains, thence East 2 Chains, thence South 45° East, 7 Chains
thence to the beginning, Contain ... in all 52 88/100 acres especial ..... feet
square so as to embrace the graves on said Tract of land together with all
and singular the appurtenances thereunto belonging or in any wise appertaining. And also the Estate, right, title, interest, property, Claim and demand
whatsoever of said Henry Hamblin and Mary his wife in Law or —
Equity or otherwise howsoever, of in to or out of the same To Have and to Hold
the said land and Premises hereby granted with the appurtenances, unto
the said Leonard C. Temple his heirs and assigns forever in fee simple to the
only Proper use and behoof of the said Leonard C. Temple and unto his heirs
and assigns forever, And the said Henry Hamblin & Mary his wife —

themselves and their heirs, Executors and administrators do Covenant promise grant and agree to and with the said Leonard L Temple and his heirs and assigns by these Presents that .... the said Henry Hamblin and Mary his wife, and their heirs, the above mentioned and described land and Premises hereby granted with the appurtenances, into the said Leonard L Temple and his heirs and assigns, against .... the said Henry Hamblin and Mary his wife and their heirs, and against all and every person and persons whomsoever lawfully Claiming or to Claime the same Shall and will warrant and forever defend by these Presents,

In testimony whereof the said Henry Hamblin & Mary his wife have hereunto set their hands and affixed their seals the day and date first above written.

Signed Sealed and delivered in Presence of
M. D. Mitchell
M M Chambers

Henry Hamblin {Seal}
Mary Hamblin {Seal}

State of Mississippi } Personally appeared before me Samuel Hamblin an acting
Madison County } Justice of the Peace in and for said County Henry Hamblin who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his own act and deed: Also Mary Hamblin wife of the above named Henry Hamblin who acknowledged that she signed sealed and delivered the same as her own Voluntary act and deed, and not from any threat fear or Compulsion of her said ... But as her own act and deed on the day and year above mentioned.

Given under my hand and seal this 27th day of May A.D. 1837

Samuel Hamblin J.P. {Seal}

J. J. Rowland & Wife Deed.
W. G. & M. M. Hansborough

{Received for Record August 30th & Recorded June 6th 1838}

This Indenture made the twenty seventh day of December in the year of our Lord One thousand eight hundred and thirty seven between J. J. Rowland and Susan his wife of Madison County Mi of the one Part, and W. G. & M. M. Hansborough of the other Part, of the County and State aforesaid of the other Part Witnesseth, that the said J. J. Rowland and Susan his wife for and in Consideration of the sum of five thousand dollars to them in hand paid the receipt whereof is hereby acknowledged at and before the sealing and delivering thereof by these Presents have granted bargained, sold, Conveyed and Confirmed and by these do grant, bargain, sell, Convey and Confirm unto the said W. G. & M. M. Hansborough their heirs and assigns forever, all that tract or Parcel of lands lying and being situated in the County of Madison and State of Mississippi and known on the map in the Land Office at Mount Salus Mi, as the South East quarter and the East half of the South West quarter of Section Eleven, and the East half of the South East quar of Section thirteen, all in Township Eight: Range three East, Containing

two hundred and fifty acres more or less, together with all and singular, the buildings, ways, woods, waters, water courses hereditaments and premises thereunto belonging whatsoever, and also all the Estate, right, title interest, claim and demand whatsoever of them the said Jno S Roveland and Susan his wife in law or equity or otherwise howsoever of in to or out of the same, To have and to Hold the said tract or Parcel of two hundred and fifty acres of land hereditaments and Premises hereby granted or mentioned or intended so to be with the appurtenances unto the said W.G. & M.M. Hornsbough their heirs and assigns to the only proper use benefit and behoof of the said W.G. & M.M. Hornsbough their heirs and assigns forever, and the said Jno S Roveland and Susan his wife for themselves and their heirs the said tract and Premises against them and their heirs and against all and every other Person or persons whatsoever, to the said W.G. & M. M. Hornsbough their heirs and assigns shall and will warrant and forever defend by these Presents,

In Witness whereof the said Parties to this instrument have hereunto interchangeably set their hands and seals day and year first above written.

J. S. Roveland [Seal]
Susan S. Roveland [Seal]

The State of Mississippi
Madison County } This day Personally appeared before me the undersigned Justice of the Peace for said County John S Roveland who acknowledges that he signed the above deed for the Consideration therein mentioned. At the same time I have examined his wife Susan S. Who acknowledges that she signed the above deed as her voluntary act & deed without fear threats or compulsion from her husband

Given under my hand & seal this 29th day of Dec^re 1837

Charles Moore J.P.

William S McCauley } Received for Record May 1st & Recorded 6th June 1838

Deed

John H Rollins } Know all men by these Presents that we William S. McCauley and Charity McCauley wife of the said William S. McCauley of the County of Yazoo and State of Mississippi for and in Consideration of the sum of four hundred Dollars to us in hand paid by John H Rollins of the County of Madison and State aforesaid the receipt whereof is hereby acknowledged do by these Presents give grant, bargain sell and convey unto the said John H Rollins his heirs and assigns a certain tract or Parcel of land situate and being in the County of Madison and State of Mississippi and known and designated in the Survey of said lands subject to sale at Mount Salus as the North half of the West half of the North East quarter of Section number twenty of Township number Nine of Range Three East, containing forty acres more or less, together with all the Privileges and appurtenances to the said lands in any wise appertaining and belonging, To Have and to Hold the above granted Premises to the said John H Rollins his heirs and assigns to his and their proper use and behoof forever, And we the said William S. McCauley and

the said Charity McCauley, for ourselves, our heirs, Executors and Administrators do Covenant with the said John H. Rollins his heirs and assigns that we are lawfully seized in fee of the aforegranted Premises that they are free from all incumbrances; that we have good right to sell and convey the same to the said John H. Rollins as aforesaid. And that we will and our heirs Executors and administrators warrant and defend the same to the said John H. Rollins his heirs and assigns forever against the lawful demands of all Persons.

In testimony whereof we the said William S. McCauley and Charity McCauley have hereunto set our hands and seals this the 14th day of February Anno Domini 1838

Wm S. McCauley {Seal}
Charity McCauley {Seal}

State of Mississippi }
Yazoo County } Personally came before me the above named William S. McCauley who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed, And also at the same time Came the said Charity McCauley who being examined by me separate and apart from her said husband says she signed and sealed the foregoing Deed of her own free will and accord, without any threats fear or compulsion of and by her said husband, the said William S. McCauley. In Witness whereof I have hereunto set my hand and seal this the 27th day of April Anno Domini 1838

J. R. Richards J.P. {Seal}

State of Mississippi } I George Crockett Clerk of the Probate Court
Yazoo County } in and for the County aforesaid do hereby Certify that J. R. Richards was at the time of taking the above acknowledgement, and is now an acting Justice of the Peace duly Commissioned as such, and all his actings and doings as such are entitled to full faith and Credit.

Witness my hand and seal of Office at Benton this 30th day of April 1838

{Seal}

Geo Crockett Clk P.C.C.

Campbell & Thomas } Received for Record & Recorded June 6th 1838
Deed
A. & A. Clark } This Indenture made this first day of May A.D. 1838 between Lewis Campbell and Hiram J. Thomas of the One Part, and A. & A. Clark of the other, Campbell & Clark of the County of Madison & Thomas of the County of Yazoo, and all of the State of Mississippi: Witnesseth, that said Campbell & Thomas for & in Consideration of the sum of five hundred dollars to them in hand paid by said A. & A. Clark at and before the sealing and delivering hereof the receipt whereof is hereby acknowledged, has granted sold and Conveyed & by these Presents doth grant, sell and Convey unto said A. & A. Clark their heirs and assigns forever, that tract piece or Parcel of land lying and being in said County of Madison Containing thirty nine & 61/100 acres better known and described as follows, Viz North half of East half of South East quarter of Section Seven, Township Eight of Range two West, together with

all and singular the appurtenances thereunto belonging, or in anywise appertaining And also all the right title interest property & claim of them the said Campbell and Thomas in law or equity, of in or to the same, To Have and to Hold the said land and Premises hereby granted unto the said A & A Clark their heirs & assigns forever in fee simple to their only Proper use and behoof And the said Lewis Campbell & Hiram J Thomas for themselves their heirs Executors & admrs do the Covenant Promise and agree to and with the said A & A Clark their heirs and assigns that they the said Campbell & Thomas & their heirs & the above mentioned and described Piece of land hereby granted unto the said A & A Clark their heirs and assigns against them and their heirs and against any and every Person and Persons lawfully claiming the same shall and will warrant and defend forever by these Presents. — In testimony whereof the said Lewis Campbell and Hiram J Thomas hath hereunto set their hands & seals the day & date above written,

Lewis Campbell {Seal}
H. J Thomas {Seal}

The State of Mississippi }
Madison County } Personally appeared before me J Roach a Justice of the Peace in and for said County Lewis Campbell and Hiram J Thomas whose names are subscribed to the foregoing deed who acknowledged that they signed sealed and delivered the same as their voluntary act and deed on the day and year therein written.

Given under my hand and seal this fifteenth day of May A.D. One Thousand Eight hundred and Thirty Eight.

J Roach. J.P. {Seal}

E.M. Hibbee Admr } Received for Record May 2nd & Recorded June 6th 1838
Deed } State of Mississippi }
Geo. M. Hibbee } Madison County } This Indenture made and entered into the 10th day of February Eighteen hundred and thirty eight between Ebenezer M Hibbee Administrator of H Hibbee dec^d of the County of Madison and State aforesaid of the first Part, and George M Hibbee of the County and State aforesaid of the other Part, Witnesseth. That the said E.M. Hibbee for and in Consideration of the sum of Five Thousand dollars to him in hand Paid by the said G M Hibbee hath bargained sold and conveyed and Confirmed, and by the these Presents doth bargain sell and convey and Confirm unto the said G.M. Hibbee his heirs and assigns the following tract or Parcel of land lying and being in the County and State aforesaid on the East side of Big Black River and more Particular Known and designated in the land Office at Mount Salus in said State as Lot No Three of Section No Twenty five in Township Nine of Range two West Basis Meridian in the Choctaw district, Containing One hundred and twenty six acres, and fifty hundredths of an Acre More or less, also Lot No two in Section twenty five in Township Nine Range two West in the Choctaw land District and State aforesaid Containing Seventy five acres and a half Acre More or less, To Have and Hold the aforesaid land

with all the rights Priviledges immunities and appurtenances of whatsoever nature thereunto belonging to the Said G.M. Nibbee, and to his heirs and assigns in fee simple forever, And the Said E.M. Nibbee for himself his heirs and assigns will warrant to the Said G.M. Nibbee his heirs and assigns the aforesaid land with all the appurtenances thereunto belonging. will warrant and forever defend against the Claim or Claims of any Person or Persons whatsoever in law or Equity.

In testimony whereof the Said E.M. Nibbee hath hereunto set his hand and affixed his Seal the day and date above mentioned February 10th 1838

Ebenezer M. Nibbee {Seal}
Adm of H. Nibbee Decd

The State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named Ebenezer M Nibbee who acknowledged that he signed sealed and delivered the forgoing Deed as his act and deed as Administrator of Hezekiah Nibbee decd on the day and year and for the Purposes therein specified

Given under my hand and seal of Office at Canton this 2nd Day of May A.D. 1838

John T. Cameron Clerk

vvv

Lewis Gurley } Received for Record 2nd May } Recorded June 6th 1838
Bill Pate }
W. P. Anderson } For and in Consideration of the Sum of Twenty five hundred Dollars to me in hand paid by William P Anderson the receipt whereof I hereby acknowledge: I have bargained, sold and delivered & doth by these Presents bargain sell and deliver unto the Said W. P. Anderson the following Named Negroes (to wit) Cloe a Negro woman aged about twenty five, Beck a Negro girl aged about three years, & Martha a Child about six months old & also one Waggon & four horses Gearing & also my Stock of Cows and Hogs & all my house hold and Kitchen furniture: To Have and to Hold [illegible] forever. And I do hereby bind my self to warrant & defend the title of [illegible] property to the said Anderson his heirs & assigns. In testimony whereof I have hereunto set my hand and seal at Canton Madison County Miss 28th April 1838

Lewis Gurley {Seal}

Attest
Wm E Gillespie
Robt G. Anderson Jr

The State of Mississippi } Personally appeared before me John T Cameron Clerk
Madison County ss } of the Probate Court of said County the above named Lewis Gurley who acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton this 2nd day of May A.D. 1838

John T. Cameron Clerk

J W Winter } Received for Record May 4th & Recorded June 6th 1838
Power attorney }
John G. Ott } I Thacker W Winter do hereby authorise and empower John G. Ott of the County of Madison and State of Mississippi to acknowledge for me in my behalf the service of all writs against me returnable to the Circuit Court of Madison County and State of Mississippi in which Benjamin H. Harris is Plaintiff & Mr L. Pope Walker his attorney

Witness my hand and seal at Livingston this 5th day of March 1838

Signed sealed and delivered in presence of
L. Pope Walker -

J W Winter Seal

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County ss } Clerk of the Probate Court of said County L. Pope Walker the subscribing Witness to the foregoing instrument who being first duly sworn deposeth and saith that he saw the said Thacker W. Winter sign seal and deliver said instrument as his act and deed on the day and year therein named and for the purposes therein specified. And that he then at the request subscribed his name thereto as a Witness in the presence of said J W. Winter and at the same time.

Given under my hand and seal of Office at Canton this 4th day of May AD 1838

John T. Cameron Clerk
Seal

Isaac Herod & Wife } Received for Record May 4th & Recorded June 6th 1838
Deed
John J Wells } This Indenture made and entered into this the Eleventh day of November Anno Domini One Thousand Eight Hundred and thirty seven by and between Isaac Herod and Mary his wife of the first Part and John J. Wells of the second Part, Witnesseth that for and in consideration of the sum of Four hundred & fifty dollars to them in hand paid by the said John J Wells the receipt whereof is hereby acknowledged, hath bargained sold and conveyed [redacted] said John J Wells a certain tract or Parcel of land lying and being [redacted] County of Madison and State of Mississippi known as the West ½ of the South East ¼ of Section No 4 of Township No 10 of Range No 3 East, containing by estimation Eighty acres be the same more or less together with all and singular the woods and waters mines and minerals, hereditaments and appurtenances thereunto belonging or in any wise appertaining To have and to hold the same free from any and all Persons Claiming or to Claim, free from molestation forever, and the said Isaac Herod and Mary his wife do hereby and will forever warrant and defend the title of the same forever

In testimony whereof they have hereto set their hands and affixed their Seals the day and year above written In Presence of

W. E. Fields
A. V. Montgomery

Isaac his + mark Herod } Seal
Mary Ann her + mark Herod } Seal

State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the Peace Isaac Herod, who acknowledged that
he signed sealed & delivered the foregoing deed or instrument as his act
and deed for the uses & purposes therein mentioned, & also at the same
..... Mary his Wife was examined separate and apart from her
husband, who acknowledged that she signed sealed & delivered the
same without any fear threat or compulsion of her said husband.
Given under my hand this 11th Nov 1837
Daniel Sutherland J P.

Ramsey M. Cox } Recorded & Recorded June 7th 1838
Marriage Contract } State of Mississippi }
Philena Shever } Madison County } An Indenture of three Parts, made
and entered into between Ramsey M. Cox of the first part, Philena Shever of the
second Part and George M King ..... of the third part all of the County
and State aforesaid Witnesseth that. Whereas the said Philena Shever is
seized to her and her heirs forever of that Messuage or tenement. Situate, lying
and being in the Town of Canton and County and State aforesaid Known as
the lot and house on which and in which Dennis & Napier now lives
Bounded on the West by a lot belonging to Wesley Drane Esquire and Joseph
T Collins owning the lot on the East, Also One lot and house at present occupied
by Samuel M. Flournoy as an office for him as Sheriff, on the South of the Pub-
lic Square. bounded on the West by a house and lot occupied as a Banking
house for the Citizens Bank on the South by a lot belonging to M Cayce
and on the East by a lot now occupied by William McIntyre and Priestly &
Newman Merchants, on the South side of the Public Square, Also four
hundred acres of land be the same more or less lying & being in Leake
County and State aforesaid the numbers of which are not now recol-
lected & which cannot at this time be obtained. Now Whereas a Marriage
is intended shortly to be had and solemnized between the said Ramsay M
Cox and Philena Shever, upon the Contract of which Marriage the said Ramsay
M. Cox hath agreed that if the same shall take effect. then notwithstanding
the said Marriage he the said R. M. Cox his Executors, administrators or
assigns shall not and will not intermeddle with, or have any right
title or interest either in Law or equity in or to any part of the rents issues
and Profits of the said Messuages or tenements as before described or any
of them or any Part thereof, but the same shall remain, Continue and be to
the said Philena or to such use as the said Philena Shever shall think fit
& appoint: Now in order to make this agreement effectual in law and
for Preserving the rents issues & profits as aforesaid to and for the separate
use of the said Philena Shever, and so that the same shall not be in the power
or disposition of the said R. M. Cox, he the said Cox doth for himself his
Executors, administrators or assigns Covenant and agree to and with
the said George M King, and the survivor of him, and the Executor and
administrator of the survivor of him by these Presents, that notwithstand-
ing the said intended Marriage shall take effect, all the rents of the

mesuages or tenements as aforesaid which shall from time to time become due and payable to her the said Phirlina Shurer by virtue of the said Several Mesuages or tenements as aforesaid shall be accounted and taken as a separate and distinct estate of and from the estate of him the said Ramsay Mc Coy, and be in no wise liable or subject to him, or to the payment of any of his debts, but all the Profits or increase arising out of the said Mesuages &c as aforesaid in the way of Rents &c as aforesaid shall be subject to the order and directions, and under the entire supervision of the said Phirlina Shurer, in the hands of the said George W King acting as trustee, his Survivor and the Executor or administrator of his Survivor.

In testimony whereof we have this day set our hands and seals this fifth day of June in the year of our Lord One thousand Eight hundred and thirty eight.

In the Presence of
Saml R Black

Ramsay McCoy (Seal)
Phirlina Shurer (Seal)
George W King (Seal)

State of Mississippi }
Madison County } Personally appeared before me T S Salmon an acting Justice of the Peace of the County aforesaid the within named George W King and Ramsay McCoy and acknowledged that they signed sealed and delivered the foregoing deed of Trust on the day and year therein mentioned as their act and deed.

Given under my hand and seal this fifth day of June 1838

T S Salmon J P (Seal)

The State of Mississippi }
Madison County } Personally appeared before T S Salmon an acting Justice of the Peace in and for said County Phirlina Shurer and acknowledged that she signed sealed and delivered the foregoing Deed of Trust as her act and deed and for the purposes therein mentioned

Given under my hand and seal this fourth day of June 1838

T S Salmon J P (Seal)

James C. Mitchell } Received for Record June 6th & Recorded June 5th 1838
Mortgage } State of Mississippi }
Real Estate Bank Hinds Co } This Indenture made and entered into this Eleventh day of May in the year of our Lord One thousand Eight hundred and thirty eight by and between James Coffield Mitchell of the County of Hinds and State of Mississippi of the first part, and the President and Directors of the "Real Estate Banking Company of Hinds County" and their successors in office as they shall be subsequently appointed or elected from time to time of the second part, Witnesseth that whereas the said James C Mitchell has become a member of the association, and a stockholder in the Capital Stock of the "Real Estate Banking Company of Hinds County" to the number of Two hundred shares of One hundred dollars each, making in the whole amount, the sum of Twenty thousand dollars, and the said James C Mitchell being an owner in his own right of Real Estate in the County of Madison, and State of Mississippi, and in pursuance of the Bond and

Articles of Association of the said "Real Estate Banking Company of Hinds County" whereby the Payment of the Stock thus subscribed shall be secured by bond and Mortgage upon unincumbered real estate executed by the party subscribing for said Stock and Whereas the said James C. Mitchell having signed sealed and delivered to said President and Directors aforesaid the Bond as required by the said Bond and articles of association aforesaid, and being desirous still further to secure the payment of the said Stock subscribed for as aforesaid punctually at the times and Periods Prescribed in and by said bond and articles of association, and to bind and render himself and his heirs Executors. Administrators and assigns liable according to the tenor and effect, and true intent and meaning thereof in conjunction with each and every stockholder of the said Capital Stock of said "Real Estate Banking Company of Hinds County" to all and singular the holders of the Notes, Bills, Checks and other liabilities of the said "Real Estate Banking Company of Hinds County" now existing or which may hereafter exist at any time during the Period of fifteen years the time Prescribed in the Bond and Articles of association aforesaid of said Real Estate Banking Company of Hinds County; Now therefore this Indenture Witnesseth that the said James C. Mitchell of the first part, as well for and in Consideration of the premises aforesaid, as for the further Consideration of One dollar to the said James C. Mitchell of the first part in hand paid by the said President and Directors of the second part before the sealing and delivery hereof the receipt whereof is hereby acknowledged has granted, bargained, sold transferred and Conveyed and by these Presents does grant, bargain sell and Convey unto the said President and Directors of the Real Estate Banking Company of Hinds County and their successors as aforesaid a certain tract or parcel of land lying and being in the County of Madison and State of Mississippi and containing by estimation Eighty acres and more particularly known and described in the General plan of the Mount Salus Land District in the said State viz: The South East quarter of Section twenty Eight, Township Six, Range One West of the Meridian, together with the hereditaments and appurtenances thereunto belonging or in any wise appertaining, together with all the Estate right, title and interest, Property, Claim or demand of the said James C. Mitchell his heirs and assigns. To Have and to Hold the said described lot or parcel of land with the hereditaments and appurtenances unto the said President and Directors and their successors as aforesaid to the only proper use and behoof of the said President and Directors and their successors in office as aforesaid forever, Provided Nevertheless if the said James C. Mitchell ... heirs Executors or Administrators shall well and truly pay off discharge and satisfy the Bond aforesaid signed sealed and delivered by the said James C. Mitchell as aforesaid, and well and truly Pay and satisfy the said President and Directors and their successors as aforesaid for the Stock subscribed for by the said James C. Mitchell at the times and Periods when the same shall become due and Payable and well and truly Pay off and discharge all the notes, Bills, Checks and other liabilities of the said Real Estate Banking Company of Hinds County.

Then and from henceforth as well this present Indenture and the estate hereby granted as the Bond aforesaid shall cease, determine and become absolutely null and void any thing herein Contained to the reverse not withstanding

But upon a failure to do and perform any of the things herein specified by the said James C. Mitchell his heirs, Executors, administrators or assigns. This Indenture shall remain in full force and effect in law and equity; and the said James C. Mitchell for himself his heirs, Executors and Administrators will forever warrant and defend the title to the said land and premises herein described to the said President and directors and their successors in office as aforesaid against the Claim or Claims of any Person or Persons whatever.

In testimony whereof the said James C. Mitchell has hereunto signed his name and affixed his seal, the day and year first above written

J. C. Mitchell (Seal)

State of Mississippi }
and County of Hinds } Know all men by these Presents that I Ann Mitchell the lawful wife of the within grantor James Coffield Mitchell do by these Presents remise, release and forever quit Claim to all and singular any dower or right thereof to which I may be entitled out of the within described tract of land and to the hereditaments and appurtenances therein described and conveyed by the said James C. Mitchell my said husband to the President and Directors of the said "Real Estate Banking Company of Hinds County" and their successors in office as they shall be elected or appointed from time to time from and my heirs, Executors, Administrators and assigns forever.

Given under my hand and seal this 11th day of May 1838.

Ann Mitchell (Seal)

The State of Mississippi }
Hinds County } Personally appeared before me Henry G. Johnston Justice of Probate for said County the within named James Coffield Mitchell who acknowledged that he signed sealed and delivered the within Mortgage on the day and year therein mentioned as his act and deed. Also Ann Mitchell wife of the above named James Coffield Mitchell, who having been examined by me privately and apart from her husband, acknowledged that she signed, sealed, and delivered the foregoing "release," on the day and year therein mentioned, as her voluntary act and deed, without fear, threats or compulsion of her said husband.

Given under my hand and seal this 25 day of May 1838.

Henry G. Johnston

Samuel McCauley } Received for Record May 3rd & Recorded June 8th 1838.
Sued
Cyprus W. Wilson }

This Indenture made this the first day of March Eighteen hundred and thirty eight Between Samuel McCauley and Rebecca his wife of the County of Marshall and State of Mississippi of the first part and Cyprus W. Wilson of the County of Madison and State of Mississippi of the second part. Witnesseth that the said Samuel McCauley and Rebecca his wife for and in consideration of the sum of Four Thousand and fifty dollars in hand paid the receipt whereof is hereby acknowledged have granted, bargained, sold, conveyed and by these Presents do grant, bargain, sell and convey unto the said Cyprus W. Wilson his heirs and assigns all that tract or Parcel of land lying and being in the County of Madison and State of Mississippi known and

designated as follows Beginning at the North half of the East half of the South East quarter of Section Number Thirteen, Township number Two Range Three East, and the West half of the South East quarter of Section Number Thirteen Township Two, Range Three East, and the North half of the West half of North West quarter of Section Eighteen Township, Township Two Range four East, and South half of the East half of North East quarter of Section Thirteen Township Two Range Three East, and the East half of North East quarter of Section thirteen Township Two Range Three East, except ten acres sold by the party of the first part of the North West Corner of said last mentioned eighth of land, together with all and singular the Premises, right title and interest of him the said Samuel McCauley and Rebecca his wife, of in and to the Premises hereby conveyed. To Have and to Hold the said tract of land hereby conveyed with all and singular the Premises unto the said Cyrus M. Wilson his heirs and assigns forever, And the said Samuel McCauley and Rebecca his wife for themselves the heirs, Executors and Administrators do covenant and promise and agree to and with the said Cyrus M. Wilson his heirs and assigns by these Presents, that the Premises before mentioned now are and shall forever remain free from all former grants, gifts bargains sales and Charges whatsoever done or suffered to be done by the said Samuel McCauley and Rebecca his wife, And the said Samuel McCauley and Rebecca his wife, their heirs and Executors and Administrators all and singular the Premises hereby Bargained and sold with the appurtenances unto the said Cyrus M. Wilson his heirs and assigns against the said Samuel McCauley and Rebecca his wife and their heirs and all and every other Person or Persons whatsoever do and will warrant and forever defend by these Presents

In testimony whereof the said Samuel McCauley and Rebecca his wife the Parties of the first part have hereunto set their hands and affixed their seals the date and day and year above written,

Samuel McCauley {Seal}
Rebecca McCauley {Seal}

The State of Mississippi }
Marshall County } Personally appeared before me William H. Bourland Clerk of the Probate Court of said County Samuel McCauley and Rebecca McCauley his wife whose names are subscribed to the foregoing Deed who acknowledged that they signed sealed and delivered the same on the day and year therein mentioned as their act and deed. The said Rebecca McCauley being duly examined before me separate and apart from her husband acknowledged that she signed sealed and delivered the same freely without any fear threats or compulsion of her husband

Given under my hand and Private seal (there being no seal of said Court provided) at office in Holly Springs this the twelfth day of March A.D. 1858

{P. Seal}

Wm. H. Bourland Clerk
By G. Monte D.C.

D. G. & R. Moore to D. Hardeman — Received for Record May 3rd & Recorded June 11th 1838

This Indenture made & entered into this December 26th A.D. One thousand Eight hundred & thirty four between D. G. & R. Moore of the one part & D Hardeman of the other part all of the County of Madison & State of Mississippi Witnesseth. That said Moores for & in Consideration of Seven thousand & four hundred Dollars to them in hand paid by said Hardeman the receipt whereof is hereby acknowledged hath granted bargained sold Conveyed & Confirmed & by these presents do grant bargain. sell. Convey & Confirm unto the said D. Hardeman his heirs & assigns forever all that tract or parcel of land lying in the County & State as aforesaid. containing by estimation Seven hundred & twenty acres be the same more or less. Beginning at the a Corner of Section two. three. ten & eleven. in Township 8 Range 1 West at a Stake. thence West with the Southern boundary of Section three in said Township Eighty Poles to a Stake in said boundary where a Black Jack marked three III. Inches in diameter bears South 30 East 120 links & a Black Jack marked three III. 14 inches in diameter bears South 84 West 55 links. Thence a direct line to the quarter Section Corner established in the North boundary of said Section three East with said boundary Eighty poles to a Stake. Thence South one hundred & fifty Poles to a Stake, thence due East two hundred & forty poles to a Stake thence South One hundred & fifty Poles to the quarter Section Corner established in the South boundary of Section two in said Township. Thence West One hundred & fifty poles with said boundary to the beginning & also the South East quarter of Section Thirty four of Township Nine Range One West & the East half of the North East quarter of Section three Township Eight of Range One West, & also the West half of the North West quarter of Section two & also the West half of the South East quarter of Section two in Township Eight of Range One West be the same as above stated Seven hundred & twenty acres, together with all advantages emoluments, hereditaments & appurtenances whatsoever to the said lands & Premises belonging or appertaining. To Have & to Hold the said tract of land with all the appurtenances & appendages thereto belonging unto the said D Hardeman his heirs & assigns forever & the said Moores for themselves & their heirs the said tract of land with all & singularly. the Premises appurtenances & appendages before mentioned unto the said Hardeman his heirs & assigns free from the Claims of themselves the said Moores & of every other person or persons whatsoever & the said Moores Covenant and agree to & with the said Hardeman his heirs & assigns that he has a good & sufficient title to the said bargained lands & premises & may lawfully convey the same & the said land we do warrant & forever defend by these presents

In testimony whereof we the said Moores have hereunto set our hands & affixed our seals this day & year as above written

D. G. Moore (Seal)
Robert Moore (Seal)

The State of Mississippi
Madison County } Personally appeared before me the undersigned Justice of the Peace in and for said County David G. Moore who acknowledged he signed sealed and delivered the foregoing deed on the day & year therein mentioned

as his act & deed. Given under my hand & seal this 2nd day of April A.D. 1835

S. M. Ewing, J.P.

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within named Robert Moore and acknowledged that he signed, sealed and delivered the within and foregoing deed on the day and year and for the purposes therein mentioned.

Given under my hand and seal of office at Canton this 3rd day of May A.D. 1838

{Seal}

John T. Cameron Clerk

Hugh Sanders & Wife } Received for Record 9th May & Recorded 11th June 1838
Deed
John M Leggitt }

This Indenture made and entered into this fifth day of May in the year of our Lord One thousand Eight hundred & thirty eight between Hugh Sanders & Nepsey his wife on the first part, and John M Leggitt on the second part all of the County of Madison & State of Mississippi Witnesseth that the said Hugh Sanders and Nepsey his wife party of the first part, for and in Consideration of the sum of Seven thousand two hundred dollars to him in hand paid by the Party of the second part at and before the sealing and delivery of these Presents the receipt whereof is hereby acknowledged and the said John M Leggitt forever released and discharged therefrom by these presents hath granted bargained, sold, Conveyed and Confirmed and by these presents do sell, grant, bargain & Confirm unto the said John M Leggitt his heirs and assigns forever a Certain tract of land situated and lying in the County of Madison, South East quarter of Section two in Township Nine Range One East, and the West of the West half of the South West quarter of Section No One in Township Nine Range One East, Also the North half of the East half of the North East quarter of Section Eleven, Township Nine, Range One East, Containing Two hundred and forty Acres More or less, together with all and singular the appurtenances, hereditaments, Privileges and advantages whatsoever unto the above described premises belonging or in any wise appertaining and also all the Estate, right Title and Property and Claim whatsoever either at law or equity of them the aforesaid Hugh Sanders & Nepsey his wife of in and to the same, To Have and to hold the above bargained and described Premises with the appurtenances unto the said John M Leggitt his heirs and assigns forever, and the said Hugh Sanders and Nepsey his wife doth Covenant grant promise and agree to and with the aforesaid John M Leggitt his heirs and assigns that they the said Hugh Sanders and Nepsey his wife the described and hereby granted premises and every part and parcel with the appurtenances unto the said John M Leggitt his heirs against the said Hugh Sanders and Nepsey his wife and against all persons lawfully or Equitably Claiming or to Claim the same premises or any part thereof and by these shall and will forever defend. In testimony whereof the

aforesaid Hugh Sanders & Nancy his wife party of the first part hereunto set their hands and seals the day and date above written

Signed sealed and delivered in presence of
David Sutherland
Henry Sutherland

Hugh Sanders [Seal]
Nancy Sanders [Seal]

State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace Hugh Sanders & Nancy his wife who acknowledged that they signed sealed & delivered the foregoing deed or instrument of writing as their act and deed for the use and purposes therein mentioned, and also at the same time Nancy wife of the aforementioned Hugh Sanders was examined separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing instrument as her act and deed free and voluntary for the use and purposes therein mentioned without any fear threat or compulsion of her said husband

Given under my hand & seal this 5th day of May 1838
David Sutherland J.P. [Seal]

Nancy Sanders

M Carroll & Andrews } Received for Record May 3rd & Recorded June 11th 1838
Sued
Chas B. Green } This Indenture made this first day of May in the year One thousand eight hundred and thirty eight Between Ansley M Carroll Administrator of all and singular the goods, Chattels, rights and Credits which belonged to H M Barfield, deceased and James H. Andrews, the former at present of the County of Carroll, the latter of Madison County, State of Mississippi of the first part, and Charles B Green of the last mentioned County of the second part, Whereas the said Ansley M Carroll Administrator as aforesaid, by virtue of an order of the Probate Court of Madison County, said order having been made after Citation given as the law requires, did expose the lands and tenements of the said H M Barfield at Public Sale (such Sale having been advertized according to law) on the twenty eighth day of December in the year One thousand Eight hundred and thirty six, And whereas the said James H. Andrews did at said Public sale, bid for the South West quarter of Section No thirteen in Township No Eight and Range No three West, Choctaw District, Part of the real estate of said Barfield dec'd and being the highest bidder therefor, the same was Knocked off to him for the sum of nineteen dollars and twenty five Cents per acre, amounting to the sum of three thousand and Eighty dollars, and Whereas the said Andrews hath wholly failed to pay the aforesaid sum for the said quarter section of land, and whereas the said Charles B Green hath paid the aforesaid purchase money for said quarter section and thereby become the purchaser thereof, NOW THIS INDENTURE witnesseth that the said Ansley M Carroll and James H. Andrews for and in Consideration of the said sum of three thousand and eighty dollars to them in hand paid by the said Charles B Green at and before the ensealing and delivery —

hereof, the receipt whereof is hereby acknowledged, and thereof they do hereby acquit and forever discharge the said Green his heirs Executors and administrators, by these presents, have granted, bargained, sold, aliened, enfeoffed, released and Confirmed, and by these Presents do grant bargain sell alien enfeoff release and Confirm unto the said Charles B Green his heirs and assigns all that said quarter section of land herein before described it being the same that Z. P. Barfield in his lifetime bought of the state of Mississippi at the sales of the swamp lands, be the same more or less. Together with all and singular the improvements, woods, waters, rights, liberties, Privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and Profits thereof. And also all the Estate right, title, interest, property, Claim and demand whatsoever of them the said McCarroll and Andrews in law or equity or otherwise of in to or out of the same, To Have and to Hold the said quarter section of land hereditaments and premises hereby granted or mentioned or intended to be with the appurtenances unto the said Charles B. Green his heirs and assigns to the only Proper use and behoof of the said Green his heirs and assigns forever, And the said McCarroll and Andrews for themselves their heirs Executors and administrators do Covenant, promise, grant and agree to and with the said Green his heirs and assigns by these Presents that they the said McCarroll and Andrews and their heirs the said above mentioned and described tract of land, hereditaments and Premises hereby granted or mentioned or intended so to be with the appurtenances, unto the said Green his heirs and assigns, against them the said McCarroll and Andrews, and against all and every other Person and Persons whomsoever lawfully Claiming or to Claim shall and will warrant and forever defend by these Presents.

In Witness Whereof the said McCarroll and Andrews have hereto set their hands and seals on the day and year first above written

Signed sealed & delivered
in Presence of
Jas M. Calhoon

Hardy McCarroll {Seal}
Jas H Andrews {Seal}

State of Mississippi } Before the undersigned Judge of Probate in and for said
Madison County } County personally appeared the above named McCarroll Administrator as aforesaid, and James H Andrews who severally acknowledged that they signed sealed and delivered to the aforesaid Green on the day herein before mentioned the foregoing deed for the uses and purposes therein mentioned as their respective voluntary acts and deeds.

Given under my hand and seal this second day of May in the year One Thousand eight hundred and thirty eight,

Thos Shackelford {Seal}
Judge &c

A. S. Mitchell } Received for Record May 4th & Recorded June 11th 1888
Power attorney } The State of Mississippi }
M. D. Mitchell } Madison County } Know all men by these presents
that I Algernon S. Mitchell of the County of Madison aforesaid have
made constituted & appointed & do by these presents make constitute
and appoint Marmaduke D. Mitchell of said County of Madison
my sufficient and lawful attorney for me and in my name to subs-
-cribe for and take fifty shares of Capital stock in the Union Bank of
the State of Mississippi. hereby adopting, ratifying & confirming all of his
acts in this regard in the same manner as if I were personally pre-
-sent and acting for myself.
Witness my hand and seal April 30th 1888
Test L. B. Horwcott A. S. Mitchell {Seal}
State of Mississippi } Personally appeared before me an acting jus-
Madison County } -tice of the Peace in & for said County Algernon
S. Mitchell who acknowledged the foregoing to be his act & deed
Witness C. S. Salmon J.P. {Seal}

Robt G. Anderson Sr. } Received for Record May 5th & Recorded June 11th 1888
Sled
John C. Benthall } This Indenture made and entered into this
fifth day of May in the year of our Lord One Thousand Eight hundred
and thirty eight between Robert G. Anderson Senr and Judith his wife
of the first part and John C. Benthall of the second part all of the County
of Madison and State of Mississippi: Witnesseth that the said Robert
G. Anderson Senr and Judith his wife for and in consideration of the
sum of One thousand dollars to us in hand paid at and before the sealing
and delivery of these presents, the receipt whereof is hereby acknowledged
have this day granted, bargained, sold, conveyed and confirmed and by
these presents do grant, bargain, sell, convey and confirm unto the said
John C. Benthall his heirs Executors, Administrators and assigns forever all
that certain tract or parcel of land situated lying and being in the County
of Madison and State aforesaid known and designated in the Plan of
General survey of said County as follows, to wit Thirty acres off of the
North end of the East half of the North East fourth of Section Sixty
one, Township Nine Range Three East, together with all and singular the
hereditaments and appurtenances thereunto belonging or in any wise ap-
-pertaining. To Have and to hold the above described tract or parcel
of land with the appurtenances unto the said John C. Benthall his
heirs assigns & forever, And the said Robert G. Anderson Senr and
Judith his wife for themselves their heirs Executors Administrators
and assigns covenant and agree to and with the said John C. Benthall
his heirs, Executors, Administrators and assigns that the title to the
above granted premises, against themselves their heirs & and against all
and every other person or persons lawfully claiming or to claim the same

or any Part thereof shall and will forever warrant and defend by these presents. In testimony whereof the said Robert G Anderson Senr and Judith his wife have hereunto set their hands and affixed their seals the day and year first above written

Robt G. Anderson {Seal}
Judith Anderson {Seal}

The State of Mississippi }
Madison County SS } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Robert G. Anderson and Judith his wife who acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year and for the purposes therein specified. And the said Judith wife as aforesaid being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered said deed as her voluntary act and deed freely and of her own accord without the fear threats or compulsion of her said husband

Given under my hand and seal of Office at Canton this 5th day of May A.D 1838

John T Cameron Clerk

Benjn Clark & Wife } Received for Record May 5th & Recorded June 12th 1838
Deed.
Burrus Haley }

This Indenture made and entered into this 24th day of April A.D. Eighteen hundred and thirty eight between Benjamin Clark and Clara Clark his wife of the first Part and Burrus Haley of the second part, all of the State of Mississippi Witnesseth that the parties of the first part receive for and in consideration of the sum of Seventy five hundred and twenty five dollars to them in hand paid by the said Burrus Haley at and before the ensealing and delivery of these Presents the receipt and Payment of which they do hereby acknowledge, given, granted, bargained sold Conveyed and confirmed and by these presents do give grant, bargain sell convey and confirm unto the said Burrus Haley his heirs, Executors, Administrators and assigns all and singular the following described tracts or parcels of land lying and being in the State of Mississippi and County of Madison and known and designated in the Plat of Survey of Lands in and for the District of Choctaw of said State as being the South East quarter of Section thirty three of Township seven of Range two East containing One hundred and fifty acres together with all and singular the hereditaments and appurtenances thereunto belonging. To Have and hold forever, And the said Parties of the first part (for the consideration aforesaid) do covenant to warrant, and by these presents forever defend the title to the above described and hereby Conveyed land and Premises unto the said Burrus Haley his heirs Executors, Administrators or assigns from all lawful and equitable Claim or Claims whatsoever. In testimony whereof they the said Parties of the first part hereunto set their hands and seals on on the day and year first above written

Benjamin his X mark Clark
Clara her X mark Clark

State of Mississippi } Personally appeared before me the undersigned Justice
Rankin County } of the Peace in and for said County Benjamin Clark who
in my presence signed & sealed the within deed and acknowledged that it
was for the purposes therein expressed. Also Clara his said wife being
examined by me separate and apart from her said husband acknowledged
that she signed and sealed the within written deed without any fear, threats
or compulsion of her said husband.

Given under my hand and seal this 8th day of April
A.D. 1838.

Seth Denson Jr J.P. {Seal}

State of Miss }
Rankin County } I John Tate Clerk of the Court of Probates in and for
said County do hereby Certify that Seth Denson Jr whose signature is
affixed to the foregoing Certificate of acknowledgement is and was at the
time of signing the same an acting Justice of the Peace for said County
duly Commissioned & qualified as such, and that full faith and Credit
ought to be given to all his official acts as such

Given under my hand and seal of Office at
Brandon April 25th 1838

{Seal}

John Tate Clk

vvv

James Farrar & wife } Received for Record May 7th & Recorded June 12th 1838
Deed } Madison County }
Abram A McMillie } State of Mississippi } This Indenture made on the 18th
April Anno Domini eighteen hundred and thirty eight between James Farrar
and Sarah his wife of the County of Madison in the State of Mississippi on
the one part, and Abram A. McMillie of the County and State aforesaid of
the other part, Witnesseth. that the said James Farrar and Sarah his
wife for and in Consideration of the sum of three thousand five hundred
and eighty Dollars to them in hand paid by the said Abram A. McMillie
at and before the sealing and delivery hereof the receipt whereof they do
hereby acknowledge and therefrom acquit and forever discharge the said
Abram A. McMillie his heirs Executors, and Administrators by these
presents have granted sold and Conveyed, and by these presents do grant
bargain sell and Convey to the said Abram A. McMillie and to his heirs
and assigns forever all of the following tract of land lying and being in
Madison County and State of Mississippi to wit, lots No two and three
in Section No Nineteen in Township No Eleven of Range No five East, containing
Ninety eight 8/100 acres, and lots No two & three in Section No Eighteen con-
-taining One hundred and thirty nine and 70/100 acres & the East half of
the North West quarter of Section No twenty. Containing Seventy nine & 50/100
acres & the East half of the South West quarter of Section No seventeen contain-
-ing Eighty & 44/100 acres, all being in Township No Eleven North of Range No
five East, together with all and singular the appurtenances thereunto belong-
-ing or in anywise appertaining, and also all the estate, right, title, interest
property, Claim and demand whatsoever of them the said James Farrar
and Sarah his wife in law or Equity or otherwise howsoever of, in, to, or

out of the same. To Have and to hold the said land and Premises hereby granted, with the appurtenances unto the said Abram A McNeilly his heirs and assigns forever in Fee Simple, to the only proper use and behoof of the said Abram A McNeilly his heirs and assigns forever, And the said James Farrar and Sarah his wife for themselves, their heirs, Executors and Administrators do Covenant, promise, grant and agree with the said Abram A McNeilly his heirs and assigns by these Presents that they the said James Farrar & Sarah his wife and their heirs the said above mentioned and described land and Premises hereby granted with the appurtenances, unto the said Abram A McNeilly his heirs and assigns, against them the said James Farrar and Sarah his wife and their heirs, and against all and every person or persons whomsoever lawfully Claiming or to Claim the same, shall and will warrant and forever defend by these Presents.

In testimony whereof they the said James Farrar and Sarah his wife have hereunto set their hands and affixed their seals the day and date first above written.

State of Mississippi
Madison County } Personally appeared before me Samuel Hamblin an acting Justice of the Peace in and for said County James Farrar whose name appears to the foregoing deed who acknowledged that he signed sealed and delivered the same on the day and year therein Mentioned as his own act and deed, And Sarah Farrar wife of the before mentioned James Farrar who being by me examined separate from her said husband acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein mentioned, freely and voluntarily and not from any threat fear or compulsion of her said husband.

James Farrar (Seal)
her Sarah × Farrar (Seal)
mark

Given under my hand and seal this 5th day of May A.D. 1838

Samuel Hamblin J.P. (Seal)

Moore & Thompson } Received for Record May 7th & Recorded June 22d 1838
Deed
Wm D. Ligon

This Indenture made and entered into this fifth day of February in the year of our Lord One thousand Eight hundred and thirty six between Joseph Moore and Cassian his wife & Anderson Thompson and Elizabeth his wife of the County of Madison & State of Mississippi of the first Part & William D Ligon of the County and State aforesaid of the second Part, Witnesseth that the aforesaid Joseph Moore and Cassian his wife Anderson Thompson and Elizabeth his wife party of the first part for and in Consideration of the sum of fourteen hundred & forty dollars to them in hand paid by the said William D Ligon party of the second part at and before the sealing and delivery of these presents the receipt thereof is hereby acknowledged and the said Wm D Ligon is forever released and discharged therefrom by these Presents hath granted bargained sold conveyed

and Confirmed and by these Presents do grant sell convey and confirm unto the said Wm D. Ligon his heirs and assigns forever a certain tract or parcel of land situate lying and being in the County and State aforesaid described as follows The East half of the North East quarter Section No 13 in Township 10 Range 2 East Containing Eighty acres More or less. Together with all and singular the appurtenances, hereditaments, Privileges and advantages whatsoever unto the above described Premises belonging or in any wise appertaining and also all the Estate, right, title and property and Claim whatsoever either at Law or Equity of them the said Joseph Moore and Cassiana his wife and Anderson Thompson and Elizabeth his wife of in and to the same To Have and to Hold the above bargained and described premises with the appurtenances unto the said William D Ligon his heirs and assigns forever, and the said Joseph Moore and Cassiana his wife and Anderson Thompson and Elizabeth his wife doth covenant, grant promise, and agree to and with the aforesaid Wm D Ligon his heirs and assigns that they the said Joseph Moore and Cassiana his wife and Anderson Thompson and Elizabeth his wife, hath granted the entire or above described premises and every part and parcel with the appurtenances unto the said Wm D. Ligon his heirs and assigns against the said Joseph Moore and Cassiana his wife and Anderson Thompson and Elizabeth his wife and against all Persons lawfully claiming or to Claim said Premises or any Part thereof by from or under him or them or any of them shall and will warrant and by these Presents forever defend. In testimony whereof the said Joseph Moore and Cassiana his wife and Anderson Thompson and Elizabeth his wife party of the first part hath hereunto set their hands and seals this day and year above written,

Witnesses
Edmund H. Powell
Joel M. Lilly

Joseph Moore {Seal}
Cassanda Moore {Seal}
Anderson Thompson {Seal}
Elizabeth her X mark Thompson {Seal}

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace Cassiana Moore wife of the aforesaid Joseph Moore and Elizabeth Thompson wife of the above named Anderson Thompson who on a Private examination separate and apart from their husbands acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned and for the Purposes therein expressed as their act and deed without any fear threat or Compulsion of their said husbands, Given under my hand and seal this 6th July 1836

Danl Sutherland J.P. {Seal}

Benjn Williams } Received for Record 8th May & Recorded 12th June 1838
Seal } State of Mississippi }
Johnson & Hunter } Madison County } Know all men by these presents that I Benjamin Williams of Madisonville State & County aforesaid for and in Consideration of two hundred dollars to me in hand paid by

John B. Johnson and Reddick J. Hunter the receipt whereof is hereby acknowledged have this day granted for the use of the Town of Madisonville an alley measuring fifteen feet on Main street bounded on Lot No 260 and running between said lot and Williams Square one hundred and twenty feet to the back line of a 20 foot alley running Easterly, said alley to the sole use of the Town of Madisonville I will warrant and forever defend

December 8th 1835 — Benjn Williams {Seal}

Witness John Wheeler

The State of Mississippi } Personally appeared before me Henry Garrett
Madison County } an acting justice of the Peace in and for said County John Wheeler the subscribing Witness to the foregoing deed who being first duly sworn deposeth and saith that he saw the above named Benjamin Williams sign, seal and deliver the same and acknowledged the same in his Presence to be his act and deed for the purposes therein mentioned, And that he this deponent subscribed his name as a Witness thereto in presence of said Williams on the day and year therein named.

Sworn to and Subscribed before me this 7th day of May AD 1838 — John Wheeler

Henry Garrett J.P. {Seal}

vvv

Gideon Fitz & Wife } Received for Record 8th May & Recorded 12th June 1838
Deed
S. R. Cockrill admr } The payments amounting to two thousand two hundred and fifty Dollars, with interest accruing thereon, having been made in part by Washington J. Cockrill deceased late of Madison County State of Mississippi, and completed by his administrator S. R. Cockrill of the State of Alabama, the undersigned Gideon Fitz and Mary his wife of Hinds County and State of Mississippi in compliance with an agreement between said Gideon Fitz and said Washington J. Cockrill deceased bearing date the 17th day of December 1830 do hereby convey unto said S. R. Cockrill as the administrator of said Washington J. Cockrill a full and clear title in fee simple forever except the reservation herein after expressed to wit. they sell and convey the South East quarter and East half of South West quarter of Section twenty, Also the West half of South West quarter of Section twenty One, The East half of North East quarter of Section twenty nine, and East half of North West quarter of said Section twenty nine, except two acres to be laid out in a square form in the South west corner of the East half of North west quarter of said section twenty nine all of which tracts of land are in Township Eight in Range One West, in in the Choctaw Land District Madison County, with the improvements and appurtenances thereunto belonging the said Gideon and Mary his wife doth engage to warrant and

forever defend unto the said Administrator as heirs or to the legal representatives of said Washington A. Cockrill deceased. Signed sealed and delivered on the twentieth day of October Eighteen hundred and thirty five in presence of

Witness

Gideon. Fitz {Seal}
Mary Fitz {Seal}

The State of Mississippi
Hinds County } Personally appeared before me Henry G. Johnston Judge of Probate for said County the foregoing named Gideon Fitz who acknowledged that he signed, sealed and delivered the written deed on the day and year therein mentioned as his act and deed.

Also the foregoing named Mary Fitz wife of the above named Gideon Fitz who having been examined privately and apart from her husband, acknowledged that she signed, sealed and delivered the written deed on the day and year therein mentioned, as her voluntary act and deed without fear, threats or compulsion of her husband.

Given under my hand and seal this 17th day of November 1835

Henry G. Johnston Judge Probate {Seal}

William Joiner Deed.
E. T. Montgomery } Received for Record May 9th Recorded June 12th 1838

This Indenture made and entered into this twenty day of May in the year of Our Lord One thousand eight hundred and thirty eight, between William Joiner and Elizabeth Joiner his wife of the County of Madison and State of Mississippi of the one part, and Eli T. Montgomery of the County and State aforesaid of the other part Witnesseth That the said Joiner & wife for and in consideration of the sum of One thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged and the said Montgomery his heirs & forever released and discharged therefrom, have granted, bargained, sold, aliened and confirmed, and by these presents do grant bargain sell, alien and confirm unto the said Eli T. Montgomery his heirs & assigns forever a certain tract or parcel of land lying and being in the said County of Madison State of Mississippi Territory and designated as Lots No's 7 & 8 containing ten acres each or 20 acres together, more or less lying and being in the South end of the E½ N E¼ of Section 6. Township 9. of Range 4 East within the limits of the Corporation of the Town of Canton, in the County and State aforesaid. To have and to Hold the above described tract or parcel of land with all & singular the Premises belonging or in any wise appertaining unto the said Eli T. Montgomery his heirs & assigns forever, and the said Joiner & wife for themselves their heirs or assigns do covenant and agree to and with the said Eli T. Montgomery his heirs & assigns the warrant and defend the title of the aforesaid tract or parcel of land unto the said Eli T. Montgomery his heirs or assigns forever, against themselves, their heirs or assigns & and against

the Claim or Claims of all and every other person or persons whatsoever. In testimony whereof the said Wm Joiner and Elizabeth Joiner his wife, have hereunto set their hands and affixed their seals the day and date above written

William Joiner (Seal)
Elizabeth her X mark Joiner (Seal)

State of Mississippi }
Madison County } Personally appeared before me James M Baker an acting Justice of the Peace in and for said County William Joiner and Elizabeth Joiner his wife, and acknowledged that they signed sealed and delivered the within deed on the day and year therein mentioned, as their and each of their proper act and deed, the said Elizabeth Joiner wife of the said William Joiner being examined separate and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing deed freely, of her own accord without the Coercion of her said husband.

Given under my hand and seal this Eighth day of May 1838.

James M. Baker J.P. (Seal)

S.M.P. McGimsey } Received for Record May 9th & Recorded June 12th 1838
Decd. }
Chas C. Neel }

This Indenture made & entered into this 2nd day of March in the year of Our Lord One thousand Eight hundred & thirty eight between S.M.P. McGimsey & Martha M.C. McGimsey his wife of the County of Madison & state of Mississippi of the one Part and Charles C Neel of the County & state aforesaid of the other part, Witnesseth that for and in consideration of the sum of thirty five hundred dollars to us in hand paid, the receipt whereof is hereby acknowledged, the said S.M.P. McGimsey & Martha M.C. ~~McGimsey~~ his wife, have bargained sold & conveyed & by these presents do bargain, sell & convey unto the said Charles C. Neel his heirs & assigns forever, a certain tract or parcel of land situated in the County & state aforesaid & designated as the west half of the South west quarter of section twenty five & the South East quarter & the East half of the South West quarter of section twenty six in township Ten, Range three East, To Have and to hold the above described land & bargained premises with all and singular the hereditaments & appurtenances thereunto belonging or in any wise appertaining to the only proper use of him the said Charles C Neel his heirs & assigns forever, And the said S.M.P. McGimsey & Martha M.C. his wife for themselves their heirs &c do Covenant and agree to & with the said Charles C. Neel his heirs &c that the above described land & bargained premises they will warrant & forever defend against the lawful Claim, title or demand of any & all persons whomsoever.

In testimony whereof we have hereunto set our hands & seals the day & date above written

Acknowledged before me an acting Justice of the Peace this 27th March 1838 Test James M Baker J.P.

S.M.P. McGimsey (Seal)
Martha M.C. McGimsey (Seal)

The State of Mississippi } Personally appeared before me James M. Baker
Madison County } an acting Justice of the Peace in & for said County
the within named S. M. P. McGinsey who acknowledged that he signed sealed
& delivered the foregoing deed of conveyance on the day and year therein
written as his act & deed for the purposes therein mentioned. And at
the same time came Martha M. C. McGinsey, wife of the said S. M. P.
McGinsey who being examined separately & apart from her said husband
acknowledged that she signed sealed & delivered the foregoing deed
freely, voluntarily & of her own accord without any fear threats or com-
pulsion of her said husband, on the day & year therein written for the
purposes therein mentioned.

Given under my hand & seal this 27th day of
March 1838

James M. Baker J.P. (Seal)

Samuel T. Hampton } Received for Record 10th May & Recorded 13th June 1838
Died }
Louis Campbell } This Indenture made this tenth day of May in the
year of our Lord Eighteen hundred and thirty eight between Samuel T.
Hampton of the County of Madison & State of Mississippi of the first part and
Louis Campbell of said County and State of the other part, Witnesseth
that the said Party of the first part for and in consideration of the sum of
One thousand Dollars to him in hand paid the receipt whereof is hereby
acknowledged has granted, bargained sold, remised released, aliened and
confirmed and by these Presents do grant bargain sell, remise release
alien and confirm unto the said party of the second Part and to his
heirs and assigns forever, All that tract or parcel of land situated and
lying in the State of Mississippi and County of Madison, and Town of
Canton to wit, One Lot being in said Town and known and desig-
nated as Lot No 4 in Square No 1 Containing One quarter acre More or
less, together with all and singular the hereditaments and appurtenan-
ces as thereunto belonging or in any wise appertaining, and all
the Estate, right title, interest, claim, or demand whatsoever of the
said Party of the first part either in law or equity of in and to the
above bargained Premises with the said hereditaments and ap-
purtenances. To Have and to Hold the said Premises above designated
to the said Party of the second part his heirs and assigns to the sole
and only proper use, benefit and behoof of the Party of the second part
his heirs and assigns forever, and the said party of the first part for
himself his heirs Executors, and Administrators do Covenant grant
bargain and agree to and with the said party of the second part
his heirs and assigns that at the time of insealing and delivery of
these presents he was well seized of the premises above conveyed as
of a good perfect absolute and indefeasible Estate of inheritance in
the law in fee simple, and that the above bargained premises in the quiet
and peaceable possession of the said party of the second part his heirs and

assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof he will forever warrant and defend

In Witness Whereof the party of the first part have hereunto set his hand and seal the day and year first above written,

S. T. Teamster (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County the above named Samuel T. Teamster who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein written as his act and deed for the purposes therein specified

Given under my hand and seal of office at Canton this 10th Day of May A.D. 1838

John T. Cameron Clerk

Jas. M. Matlock } Received for Record May 10th } Recorded June 15th 1838
Decd } The State of Mississippi
John T. Dearing } Madison County } Know all men by these Presents that I James M. Matlock of the County of Madison and State of Mississippi as I am Administrator of the goods and Estate which were of James Matlock late of Franklin County and State of Tennessee deceased intestate being duly empowered in this behalf by the Probate Court of Madison County State of Mississippi holden on the fourth Monday of February in the year of our Lord One thousand Eight hundred and thirty seven which order was filed in the Clerks office but not Recorded and another was made at the term ..... of said Court to reestablish and have Recorded the order first stated "Nunc Pro Tunc" in pursuance of a sale at Public auction and in consideration of the sum of Seventeen Thousand Dollars to me paid by John T. Dearing of the County of Madison and State of Mississippi (who was the highest bidder at the said sale for the Estate hereinafter described) the receipt whereof I do hereby acknowledge, do hereby grant, bargain sell and convey unto the said John T. Dearing his heirs and assigns forever a Certain parcel or tract of land situate and lying in the County of Madison and State of Mississippi Known and designated as follows— viz The South East quarter of Section No Thirty, Township No Two of Range No Three East, The West half of the North West quarter of Section No Thirty two of Township Two Range Three East, The West half of South West quarter of Section No Twenty nine, Township No Two, Range Three East, The West half of the South East quarter and North half of the East half of the South East quarter, and South half of the East half of the North East quarter of Section Thirty one, Township Two and Range Three East, The East half of the South West quarter and West half of the North East quarter of Section No Thirty one Township Two and Range Three East, The North half of the East half of the North East quarter of Section Thirty one, Township Two and Range Three East, The whole containing Six hundred and Eighty acres more or less, To Have and to Hold the said Parcel of land with the

Privileges and appurtenances thereof to the said John T. Dearing his heirs and assigns to his and their use and behoof forever, And I the said James M. Mattock do covenant with the said John T. Dearing his heirs and assigns that I am duly empowered to convey the premises to the said John T. Dearing as aforesaid, that I have in all things observed the rules and directions of the law in the said sale, and that I will and my heirs, executors and administrators shall warrant and defend the premises unto the said John T. Dearing his heirs and assigns forever, against the claims of all persons. In Witness whereof I have hereunto set my hand and affixed my seal, this the first day of January in the year of Our Lord One thousand Eight hundred and thirty eight.

James M. Mattock (Seal)
by the Act of James Mattock dec

State of Mississippi }
Madison County } Personally appeared before me Jos Rus P. Salmon a Justice of the Peace in and for said County. James M. Mattock who acknowledged the signing sealing and delivering of the foregoing deed to be his own act and deed and for the purposes therein contained

J P Salomon J. P.

James M. Mattock & wife } Received for Record 10th May & Recorded June 13th 1838
to }
John T. Dearing. }

The State of Mississippi }
Madison County } Know all men by these presents that I James M. Mattock of the County and State aforesaid in consideration of the sum of Five Dollars to me paid by John T. Dearing of the County and State aforesaid the receipt whereof I do hereby acknowledge, have remised, released, and forever quit claimed, and by these presents do remise, release and forever quit claim unto the said John T. Dearing his heirs and assigns all my interest, right or title to a certain messuage or tract of land, now in the seizin and possession of the said John T. Dearing and being the same as that described in the foregoing deed. To Have and to Hold the aforesaid premises with all the privileges and appurtenances to the said messuage or tract of land belonging or appertaining unto the said John T. Dearing his heirs and assigns to his and their use and behoof forever, so that neither I the said James M. Mattock nor my heirs nor any person or persons claiming under me or them shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or to any part or parcel thereof forever,

In testimony whereof I have hereunto set my hand and affixed my seal this the day of May in the year of our Lord Eighteen hundred and thirty eight (1838)

And Helena Mattock the wife of the said James M. Mattock in consideration of five dollars to her paid the receipt whereof she doth hereby acknowledge, doth hereby release to the said John T. Dearing his heirs and assigns all her right and title of Dower in the above granted premises. In Witness whereof I

have hereunto set my hand and seal this the 10th day of May Eighteen hundred and thirty-eight (1838)

J. M. Mattock {Seal}
Helena Mattock {Seal}

State of Mississippi }
Madison County } Personally appeared before me Jordan S. Salmon a Justice of the Peace in and for said County James M. Mattock and Helena Mattock his wife and acknowledged the signing sealing and delivering of the foregoing quit Claim Deed and relinquishment of of Dower to be their act and deed. And the said Helena Mattock being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same without the fear threats or Coercion of her said husband

Given under my hand and seal this 10th day of May 1838

J. S. Salmon J.P. {Seal}

L. B. Cheatham, Received for Record May 11th & Recorded June 14th 1838.

Deed
E. H. Powell } This Indenture, made and entered into this the 27th day of April A.D. Eighteen hundred and thirty eight between Littleberry B. Cheatham and Mary his wife of the State of Alabama of the first part, and Edmund H. Powell of the County of Madison State of Mississippi of the second Part, Witnesseth that for and in Consideration of the sum of Sixteen thousand seven hundred and twenty dollars (16720) by the said Edmund H. Powell paid to the said Littleberry B. Cheatham and Mary his wife in hand the receipt whereof is hereby acknowledged by the said Party of the first part: they the said party of the first part hath this day sold and by these presents doth sell and convey grant and bargain unto the said Edmund H. Powell his heirs and assigns, Executors and administrators forever, all the tract or parcel of land known and designated in the District of lands subject to sale at Mount Salus land Office Mississippi and lying and being in the Madison County State of Mississippi Viz as follows, East half of the North West quarter of section No twenty five Township No 10. Range two East, (E½ N.W.¼ S. 25. T. 10. R. 2. E.) Containing 81 06/100 acres More or less. Also West half of North West quarter of section Number 25 Township 10 of Range Number Two East, (W½ N.W.¼ S 25. T 10. R. 2 E) Containing 81.60 acres, More or less, Also the East half of North East quarter of section number twenty six Township Ten Range two East, (E½ N.E.¼ S 26. T 10 R 2 E) containing 80.69/100 acres More or less, Also the North half of West half of the North East quarter, section twenty six (T 10 R. 2 E) Township ten Range two East, (N½ W½ N E¼. S. 26. T 10. R. 2 E) containing 40.35/100 acres more or less. Also the South half of the West half of the North East quarter of section number twenty six Township Ten Range Two East, (S½ W½ N E¼ S 26. T. 10. R. 2 E) containing 40.34/100 acres More or less, Also the West half of the South East quarter of section number twenty three, Township Number Ten Range two East (W½ S.E.¼. S 23. T. 10. R. 2. E.) Containing 80.51/100 acres More or less Also the North half of the East half of the South West quarter of section number twenty six Township

number Ten of Range number two East, (N½ E½ SW¼ S26. T10. R2.E.) containing 40 55/100 acres. More or less, Containing in all four hundred and forty acres more or less. To have and to hold the aforesaid described premises unto the said Edmund H. Powell his heirs assigns or Executors or Administrators forever and also all and singular the rights profits, hereditaments and appurtenances, of in and to the said land and premises in any wise appertaining or belonging to the only proper use and behoof of the said Edmund H. Powell his heirs and assigns forever, And the said party of the first part viz the said Littleberry B Cheatham and his wife doth Covenant and agree to and with the said party of the second part, that the above described lands and bargained premises they will forever warrant and defend from themselves their heirs, Executors Administrators and from the right, title, Claim or Claims or interest of all and every person or persons whatever,

In testimony whereof the party of the first part hath hereunto set their hands and seals the day and date above written.

L B. Cheatham (Seal)
Mary X her mark Cheatham (Seal)

The State of Alabama }
Franklin County } Personally appeared before me James Hodges an acting Justice of the Peace in & for State & County aforesaid the above named Littleberry B Cheatham who acknowledged that he signed sealed & delivered the foregoing deed on the day & year therein mentioned, for the purposes therein expressed. as his act and deed and the above named Mary Cheatham being examined by me. separately. privately & apart from her said husband acknowledged that she signed sealed & delivered the same therein expressed & that she relinquishes her right of Dower to the lands therein described and conveyed as her own voluntary act & deed freely & without any fear. threats or compulsion on the part of her said husband. L. B. Cheatham.

Given under my hand. and seal of Office this the 17th day of April A.D. 1838

J. Hodges J.P. (Seal) as a

The State of Alabama } Justice of the Peace in & for said County of Franklin & State of Alabama
Franklin County } I Michael Dickson Clerk of the County Court for said County do hereby Certify that J Hodges is an acting Justice of ... Peace as above. duly commissioned & sworn, that the signature purporting to be his are genuine and justly entitled to full faith and Credit,

(L. S.) In testimony whereof I have hereunto set my hand and seal of Office at Russellville Alabama 18th April 1838.

Michael Dickson Clerk.

The State of Alabama }
Franklin County } I G. D. Stone sole Judge of the County Court of said County do hereby Certify that Michael Dickson whose name appears to the foregoing Certificate is Clerk of the County Court of said County, that full faith and Credit should be given to all his official acts as such & that the said Certificate & attestation are in due form of law

In testimony whereof I have hereunto set my hand and seal this 18th day of April 1838.

G. D. Stone (Seal)
Judge &c

E. W. Kibbee Admr. } Received for Record May 12th & Recorded June 14th 1838
Deed } State of Mississippi }
E. M. Aldrich } Madison County } This Indenture made and entered into this the 24th day of April in the year of Our Lord Eighteen hundred and thirty Eight Between Ebenezer W Kibbee Administrator of H. Kibbee decd of the County of Madison and State of Mississippi of the first part and Ezra M. Aldrich of the County of Madison and State aforesaid of the other part. Witnesseth that the ..... Kibbee for and in Consideration of the sum of twenty seven hundred and twenty ..... to him in hand paid by the said Aldrich hath bargained sold and Conveyed and Confirmed And by these Presents doth bargain sell and Convey and Confirm unto the said Aldrich his heirs and assigns the following tract or parcel of land lying and being in the County and State aforesaid The West half of the South West quarter of Section Eleven in Township Eight of Range two West in the District of Choctaw Mississippi Containing Eighty acres and sixteen hundredths of an acre, Also the East half of the South West quarter of Section Eleven in Township Eight of Range Two West in the District of Choctaw Mississippi Containing Eighty acres and sixteen hundredths of an acre, To Have and to Hold the same together with all the rights, Privileges, immunities and appurtenances of Whatsoever Nature thereunto belonging, unto the said Ezra M. Aldrich and to his heirs and assigns forever, And the said E W Kibbee for himself his heirs and assigns will warrant to the said Ezra M Aldrich his heirs and assigns the aforesaid land with all the appurtenances thereunto belonging will Warrant and forever defend against the Claim or Claims of any person or persons Whatsoever in law or Equity, In testimony Whereof the said Kibbee hath hereunto set his hand and affixed his seal the day and date above mentioned 24th of April 1838

Ebenezer W. Kibbee Admr } Seal
of the Estate of H. Kibbee decd }

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Ebenezer W Kibbee Administrator of the Estate of Hezekiah Kibbee decd who acknowledged that he signed sealed and delivered the foregoing Deed as his act and Deed as Admr as aforesaid on the day and year and for the purposes therein specified.

Given under my hand and Seal of office at Canton this 12th day of May A.D. 1838

John T. Cameron Clerk

Jeremiah Kibbee } Received for Record May 12th & Recorded June 14th 1838
Deed } State of Mississippi }
E M. Aldrich } Madison County } This Indenture made and entered into between the 25th of April in the year of our Lord Eighteen hundred and thirty Eight between Jeremiah Kibbee of the County of Madison and of Mississippi State of the first part, and Ezra M. Aldrich of the County and State aforesaid of the other part. Witnesseth

that the said Kibbee for and in consideration of the sum of One Thousand to him in hand paid by the the ..... Aldrich hath bargained sold. conveyed and performed. and by these presents doth bargain. sell. convey and conform unto the said Aldrich his heirs and assigns the following tract or Parcels of land lying and being in the County of Madison and State aforesaid, the South East half of the South East quarter of Section fourteen in Township Ten of Range four East. containing forty acres and two hundredths of an acre, Also the South half of the South West quarter of Section Thirteen of Township ten of Range four East containing eighty acres and fifty three hundredths of an Acre, To have and to hold the same together with all the rights privileges, immunities and appurtenances of whatsoever nature thereunto belonging unto the said Egbert M Aldrich his heirs and assigns forever in fee simple, And the said Kibbee for himself his heirs and assigns will warrant to the E. M. Aldrich his heirs and assigns the aforesaid lands with all the appurtenances thereunto belonging well warrant and forever defend against the Claim or Claims of any person or persons whatsoever in Law or Equity,

In testimony whereof the said Kibbee hath hereunto set his hand and affixed his seal the day and date above mentioned April 25th 1838.

The State of Mississippi } Jeremiah Kibbee (Seal)
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Jeremiah Kibbee who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed on the day and year and for the purposes therein specified

Given under my hand and Seal of Office at Canton this 12th day of May A.D. 1838

John T. Cameron Clerk

James Adams } Received for Record May 12th & Recorded 14th June 1838
Deed } State of Mississippi }
Isaac H Whitehead } Madison County } Know all men by these Presents that I James Adams (Trustee in a Deed of Trust made by G. W. Smith and wife to Henry B. Ely deceased for the benefit of Collins Levi Pearce) have this day sold (according to the Provisions of the Deed of Trust) for the sum of One Thousand Dollars the receipt whereof is hereby acknowledged unto Isaac H Whitehead of the County and State aforesaid all the right title and interest vested in me as trustee in and to certain lots or parcels of ground lying and being in the Town of Madisonville designated as follows, on the Plat of said Town (viz) Lot No 115 & Lot No 116 Bounded West by Lafayette street 125 feet, on the North by LaFlore street 250 feet on the East by Tecumseh street 125 feet, and on the South by a block of lots designated as Lots No 174 148. 149. 150. 147. lying and being in the Town of Madisonville

State and County aforesaid. To him to have and to hold his heirs Executors and assigns forever,

The State of Mississippi } James Adams Trustee } Seal
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named James Adams who acknowledged that he signed sealed and delivered the foregoing Deed as his act and Deed as Trustee as aforesaid on the day and year and for the purposes therein specified.

Given under my hand and seal of office at Canton this 12th day of May A.D. 1838

Seal

John T. Cameron Clerk

Joseph Moore } Received for Record 14th May & Recorded 14th June 1838
Deed
P. H. Petty } This Indenture Made and entered into this thirteenth day of May Eighteen hundred and thirty six between Joseph Moore Administrator of the Estate of Gibson Moore (deceased) of the County of Madison of the first part, and P. H. Petty of the County of Claiborne & State of Mississippi of the second part, Witnesseth: that the aforesaid Joseph Moore party of the first part in and for the Consideration of the sum of five hundred Dollars in hand paid the receipt whereof is hereby acknowledged has granted, bargained, sold Conveyed & Confirmed and by these presents do sell, grant, bargain, convey and confirm unto the aforementioned P. H. Petty his heirs and assigns forever the following lots or parcels of land lying & being in the County of Madison at Moores Bluff described as follows, Lot No. Seven 7 in Square No. Ten Lot No. One in Square No. Six, Lot No. two in Square No. Six, and all the Estate right, title interest property & Claim of him the said Joseph Moore Administrator of the Estate of Gibson Moore deceased of in and to the same, and to hold the aforesaid described lots or parcels of land hereby conveyed with the appurtenances thereof unto P. H. Petty his heirs and assigns forever, and the said Joseph Moore Administrator of the Estate of Gibson Moore deceased for himself his heirs Executors and Administrators doth Covenant promise and agree to and with the aforesaid P. H. Petty his heirs and assigns by these presents that the premises before mentioned now are and shall forever hereafter remain free from all former and other Gifts, grants, bargains, whatsoever by the said Joseph Moore (Administrator of the Estate of G. Moore dec^d) his heirs Executors and Administrators, all and singular the premises hereby bargained and sold with the appurtenances unto the said P. H. Petty his heirs and assigns and all & every other person or persons whatsoever doth and will warrant and forever defend. In Witness whereof the said Joseph Moore Administrator of the Estate of Gibson Moore dec^d hath hereunto set his hand & seal the day and year above written.

Done in Presence of
David Sutherland

Joseph Moore Administrator } Seal
of the Estate of Gibson Moore dec^d

State of Mississippi } Personally appeared before the undersigned justice
Madison County } of the Peace in & for said County Joseph Moore ad-
-ministrator of the Estate of Gibson Moore deceased who acknowledged
that he signed sealed & delivered the foregoing instrument as his act and
deed for the use & purposes therein mentioned.

Given under my hand & seal this 30th May 1836
Danl Sutherland J.P. {Seal}

Jno. W. Hamma & Wife Received for Record May 15 & Recorded June 15th 1835

Jesse Perkins Deed. } This Indenture Made this 24th day of May in the
year of our Lord Eighteen hundred & thirty seven between Jno W. Hamma
and Eliza D. his wife of the County of Hinds & State of Mississippi of the
one part, and Jesse Perkins of Madison County and State aforesaid of
the other part. Witnesseth that the said J.W. Hamma & Eliza D. his wife
have for and in consideration of the sum of Two Thousand & four hun-
-dred Dollars to them in hand paid the receipt whereof is hereby acknow-
-ledged, and the said Jesse Perkins, his heirs and assigns forever release-
-d therefrom, granted, sold and delivered and by these presents do grant
sell and deliver unto the said Jesse Perkins his heirs and assigns a
certain lot of land lying and being in Madison County and State
aforesaid to wit, the West half of the North East quarter, and the North
half of the West half of the South East quarter of Section Twenty one and
Township No seven in Range Two East, containing One hundred and
twenty acres More or less To Have and to Hold the said lot of land
with all the appurtenances thereunto belonging or in any wise appertain-
-ing unto the said Jesse Perkins his heirs & assigns forever, and the said
J.W. Hamma and Eliza D. his wife do for themselves their heirs and assigns
covenant and agree to and with the said Jesse Perkins his heirs and
assigns to warrant and defend the title of the aforesaid lot of land
from themselves their heirs and assigns and from the lawful claims of
all persons whatever unto the said Jesse Perkins his heirs & assigns forever

In testimony whereof we have hereunto set our hands and
seals the day and date first above written

Jno. W. Hamma {Seal}
Eliza D. Hamma {Seal}

The State of Mississippi }
Madison County } Personally appeared before me the undersigned
Justice of the Peace in and for said County John W. Hamma & Eliza D. his wife
who acknowledged they signed sealed and delivered the foregoing deed as their
act and deed on the day and year therein mentioned, And the said Eliza D. wife
of the said John W. Hamma being examined separately and apart from her
husband acknowledged her said assignment without the fear threats
or compulsion of her husband or the fear of his displeasure

Given under my hand and seal this 24th day of
May A.D. 1837

J.W. Ewing J.P. {Seal}

Wm. Austin & Wife to Received for Record May 15th & Recorded 14th June 1838
Lease
Jesse Perkins. This Indenture made this 2nd day of May One thousand Eight hundred & thirty eight between Wm. Austin & Nanny Austin his wife of the County of Madison and State of Mississippi of the first part and Jesse Perkins of the State & County aforesaid of the other part, Witnesseth. that the said Wm. Austin for and in consideration of the sum of Three hundred & ten 80/100 Dollars to him in hand paid by the said Jesse Perkins; the receipt whereof is hereby acknowledged, hath bargained, sold & Conveyed unto the said Jesse Perkins his heirs & assigns forever a Certain lot of land Commencing on the East and West line
(1) between Sect 20 & 29 Township No 7 Range 2 East, at the North East Corner of the West half of the North East quarter of Section No 29, Township No 7 Range 2 East running five hundred & Ninety yds West on said Sect line between 20 & 29; Thence due South One hundred & Seventy yards; Thence due East five hundred & Ninety yds; Then North One hundred and seventy yards to the Beginning. Containing Seventy 72/100 acres lying and being in Madison County and State of Mississippi. To Have and to Hold the aforesaid land, with all and singular the rights profits emoluments, hereditaments & appurtenances of in and to the same belonging or in any wise appertaining to the only proper use and behoof... him the said Jesse Perkins his heirs & assigns forever And the said Wm. Austin & Nanny Austin his wife for themselves their Executors & administrators do Covenant and agree to & with the said Jesse Perkins his heirs & assigns that the before described land & bargained premises they will warrant and forever defend against the right title interest or Claim of any person or persons Whatsoever. In Witness Whereof the said Wm. Austin & Nanny Austin hath hereunto set their hands & seals the day & year above written.

Wm. Austin (Seal)
Nanny Austin (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned an acting Justice of the Peace in & for sd County Wm. Austin who acknowledged that he signed, sealed & delivered the foregoing deed of Conveyance as his act and deed. Also Nanny Austin his wife being examined separate and apart from her husband acknowledged that she signed sealed & delivered the same as her voluntary act and deed without fear or Compulsion.

Given under my hand & seal this 2nd day of May 1838

James M. Baker J.P. (Seal)

Peter Smith & wife } Received for Record & Recorded June 18th 1838
Deed
Archd. Clark } This Indenture made and entered into on the fif-
teenth day of June in the year of our Lord One thousand eight hundred and thirty Eight by and between Peter Smith & Sarah Smith his wife of the first part and Archibald Clark of the second part all of the County of Madison and State of Mississippi. Witnesseth that for and in consideration of the sum of Five hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged, the said Peter Smith and Sarah his wife have on the day and year above Written, Bargained, Sold and by these presents do bargain sell and convey unto the said Archibald Clark of the second part his heirs, Executors and assigns all that lot or parcel of land lying and being in the County and State aforesaid designated as follows to wit. The North half of the East half of the South West fourth and the South half of the West half of the South West fourth all in Section Sixteen Township Eight Range Two West containing Eighty acres and 3/100 of an acre more or less, together with all and singular the appurtenances thereunto belonging, To Have and to Hold the above described land to the said Archibald Clark his heirs and assigns forever, The title whereof we the said Peter Smith and Sarah his wife will warrant and forever defend against all claimants or claims whatsoever for which we bind ourselves our heirs, Executors Administrators and assigns forever; In testimony we have hereunto set our hands and affixed our seals the day and year first above Written.

Peter Smith (Seal)
Sarah her X mark Smith (Seal)

State of Mississippi }
Madison County } Personally appeared before me the undersigned an Acting Justice of the Peace in and for the above County Peter Smith who acknowledged that he signed the foregoing Deed for the purpose therein expressed as his act and deed, Also appeared at the same time the above named Sarah Smith who being examined separate and apart from her husband by me acknowledged that she signed the foregoing Deed without any fear threats or compulsion from her said husband but as her own voluntary act and deed

Signed and sealed before me this June 16th 1838
Wm. Yarnell J.P.

John Briscoe & wife } Received for Record June 11th & Recorded June 18th 1838
Deed Gift
J. E. Gaydon } This Indenture Made and entered into this ninth day of June in the year of Our Lord 1838 Between John Briscoe and Jane his wife of the first part, and Jefferson E Gaydon of the second part, all of the County of Madison and State of Mississippi. Witnesseth, That the said John Briscoe and Jane his wife for and in Consideration of the natural love and affection which they have and bear to and for the said Jefferson

E. Gaydon, and for the further sum of Ten Dollars to them in hand paid by the said Jefferson E Gaydon at and before the sealing and delivery hereof the receipt whereof we do hereby acknowledge have this day given, granted, transferred, Conveyed and Confirmed and by these presents do give, grant, transfer, Convey and Confirm unto the said Jefferson E Gaydon his heirs and assigns forever. The following tract or parcel of land situate, lying and being in the County of Madison and State of Mississippi known and designated on the Plat of General Survey of the Choctaw District as the South East quarter of Section Twenty Eight, Township Nine Range Two East, Containing One hundred and fifty Acres be the same More or less, together with all and singular the improvements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. And also all the Estate, right, title interest, property, Claim or demand whatsoever either at law or in Equity of them the said John Briscoe and Jane his wife, of, in or to the same or any part thereof, To Have the above Described and hereby granted premises with the appurtenances unto the said Jefferson E Gaydon his heirs and assigns forever, And the said John Briscoe and Jane his wife for themselves their heirs Executors Administrators and assigns do hereby Covenant and agree to and with the said Jefferson E Gaydon his heirs Executors & Administrators that they will and their heirs Executors and Administrators shall forever warrant and defend the title to the above described and hereby Conveyed premises with the appurtenances unto the said Jefferson E Gaydon his heirs Executors, Administrators and assigns against the Claims and demands of all and every person or persons lawfully claiming or to Claim the same or any Part or parcel thereof.

In testimony of all which the said John Briscoe and Jane his wife have hereunto set their hands and affixed their seals the day and year first above written.

John Briscoe {Seal}
Jane Briscoe {Seal}

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named John Briscoe and Jane his wife who severally acknowledged that they signed, sealed and delivered the foregoing Deed of Gift as their act and deed on the day and year and for the purposes therein specified. And the said Jane Briscoe wife of the said John Briscoe being by me Examined separate and apart from her said husband and the Contents of said Deed being made known to her acknowledged that she signed sealed and as her own free and voluntary act and deed delivered the said Deed on the day and year and for the purposes thereon specified without the fear threats or Compulsion of her said husband.

Given under my hand and seal of Office at Canton this 11th Day of June Anno Domini 1868.

{S. P. J.}

John T. Cameron Clerk

D. M. Healey & Wife
Deed
Archd. McGehee

Received for Record June 16th & Recorded June 18th 1838

State of Mississippi }
Madison County } Know all men by these presents that I David M. Healey of the County of Madison and State of Mississippi for and in Consideration of the Sum of Twenty one Hundred Dollars to me in hand paid by Archibald McGehee of the Town of Hermitville in the State of Alabama the receipt whereof I hereby acknowledge, do by these presents, give grant bargain sell and Convey and by these Presents have given, granted bargained sold, aliened, Conveyed and Confirmed unto the said Archibald McGehee his heirs Administrators and assigns a Certain tract or parcel of Land situate, lying and being in the County of Madison and State of Mississippi: aforesaid, and is the West half of the North west quarter and North half of the West half of the South West quarter, and the East half of the South West quarter, and the West half of the South East quarter of Section Numbered Thirty five in Township Numbered Seven of Range Numbered Two East, in the Choctaw District, together with all and singular the Privileges and appurtenances to the said land in any wise appertaining and belonging, To Have and to Hold the above granted Premises to him the said Archibald McGehee his heirs and assigns to his and their use and behoof forever, And I the said D. Healey for myself my heirs Executors and Administrators do Covenant to and with the said Archibald McGehee his heirs and assigns that I am lawfully seized in fee of the aforegranted Premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said Archibald McGehee as aforesaid And that I will and my heirs Executors and Administrators shall warrant and defend the same to the said Archibald McGehee his heirs and assigns forever against the lawful demands of all Persons whatsoever.

And I Maria L. Wife of the said David M. Healey in Consideration of One Dollar to her in hand paid the receipt whereof she doth hereby acknowledge doth hereby release to the said Archibald McGehee his heirs and assigns all her right and title of Dower in the aforesaid Premises.

In testimony whereof I the said David M. Healey and Maria L. my wife have hereunto set our hands and affixed our seals this the Fifteenth day of March Anno Domini Eighteen hundred and Thirty Eight.

D. M. Healey (seal)
M. L. Healey (seal)

The State of Mississippi }
Madison County } Personally appeared before me Gideon Bass an acting Justice of the Peace in and for said County the above named David M. Healey and Maria L. his wife who acknowledged that they signed, sealed, and delivered the above and foregoing deed as their act and deed on the day and year above mentioned and for the purposes therein specified And the said Maria L. being by me examined separately and apart from her said husband and the Contents thereof being fully made known to her acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and of her own accord without the fear, threats or compulsion of her said husband

Given under my hand and seal this 16th day of June AD 1838
Gideon Bass (J.P.)

rev

Allen Gary & Wife } Received for Record & Recorded June 19th 1838
Deed
Daniel P Perkins } This Indenture made and Concluded this fourteenth day of June in the year of our Lord One thousand Eight hundred and thirty eight by and between Allen Gary and Louisa Gary his wife of the County of Carroll and State of Mississippi of the first part, and Daniel P. Perkins of the County of Madison and State aforesaid of the other part (Witnesseth) that for and in Consideration of the sum of Nine thousand and twenty Dollars by the said Perkins to the said Gary in hand paid at and before the sealing and delivery of this Indenture the receipt whereof is hereby acknowledged, they the said Allen Gary and Louisa Gary his wife have this day given, granted bargained and sold and by this Indenture do give grant, bargain sell and convey unto the said Perkins the following pieces, Parcels or tracts of land situate lying and being in the County of Madison and State aforesaid known and designated as the North West quarter and the East half of the South West quarter, and the West half of the South East quarter of Section Number four, and the following Beginning at the North East Corner of the North West quarter of said Section, thence running in South-easterly direction with the Main Road from Vernon to Rocky Mount, as far as the Central line of the Section Containing thirty four acres, Also the East half of the North West quarter and Sixteen acres off the North end of the West half of North East quarter of Section No Nine all of Township No Eight of Range No One West, The whole Containing four hundred and fifty one acres. To Have and to Hold the same to him the said Perkins his heirs and assigns forever, And they the said Allen Gary and Louisa Gary his wife for themselves their heirs Executors and Administrators to and with the said Perkins do Covenant and agree to warrant and forever defend the title to the aforesaid lands and bargained premises to him the said Perkins his heirs and assigns forever against the Claims or Claims of all and singular every person or persons whatsoever. In testimony whereof they the said Allen Gary and Louisa Gary his wife have hereunto set their hands and affixed their seals the day and year first above written.

Signed sealed and delivered
in presence of

Allen Gary {Seal}
Louisa Gary {Seal}

And I Louisa Gary Wife of the aforesaid Allen Gary for and in Consideration of the sum of One Dollar to me paid by the said Daniel P. Perkins the receipt whereof is hereby acknowledged do hereby relinquish all my rights and title of Dower to the aforegranted premises to the said Daniel P Perkins

In Witness whereof I have hereunto set my hand and seal the day and year therein Mentioned

Louisa Gary {Seal}

State of Mississippi, } This day Personally appeared before me Thomas Hewlett
Carroll County } an acting justice of the Peace in and for said County Allen Gary and Louisa Gary his wife and acknowledged that they signed sealed and delivered the foregoing Deed as their act and deed for the purposes therein Contained on the day and year therein Mentioned; And Louisa Gary wife of the aforesaid Allen Gary on a private examination separate and

apart from her husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed without any threats fear or compulsion from her husband.

Given under my hand and Seal this 11th day of June A.D. 1838.

Thomas Hewlett [L.S.]

The State of Mississippi }
Carroll County } I Thomas Rhodes Clerk of the Probate Court of said County Certify that Thomas Hewlett whose name appears and is subscribed to the annexed Certificate of acknowledgement was at the time of subscribing the same an acting Justice of the Peace of said County duly sworn and commissioned and that his acts as such are entitled to full faith and Credit.

Given under my hand and Seal of Office at Carrollton the 15th day of June AD 1838

[L.S.]

Thos K Rhodes Clerk

Daniel P. Perkins } Received for Record & Recorded June 17th 1838
Deed
to
M. M. Herbert } This Indenture made and entered into this the 17th day of June in the year of our Lord One Thousand Eight hundred and thirty eight by and between Daniel P. Perkins and Perkins his wife of the County of Madison and State of Mississippi of the first part, and Claiborne M. Herbert of the County and State aforesaid of the other part Witnesseth that for and in Consideration of the sum of thirteen thousand nine hundred dollars by the said Herbert to the said Perkins in hand paid at and before the sealing and delivery of this Indenture the receipt whereof is hereby acknowledged they the said Daniel P. Perkins and Mary M. B. Perkins his wife have this day given granted, bargained and sold, and by this Indenture do give, grant, bargain sell & convey unto the said Herbert the following pieces parcels & tracts of land situate lying and being in the said County of Madison and State aforesaid known and designated as the North West quarter and the East half of the South West quarter, and the West half of the South East quarter of Section Number four, and the following, Beginning at the North East Corner of the North West quarter of said Section thence running in Southeasterly direction with the Main Road from Vernon to Rocky Mount as far as the Central line of the Section Containing thirty four Acres) also the East half of the North West quarter, and fifteen acres off the North end of the West half of North East quarter of Section No nine all of Township No Eight of Range No One West the whole Containing four hundred and fifty one Acres. To have and to hold the same to him the said Herbert his heirs and assigns forever, And they they said Daniel P. Perkins and M. M. B. Perkins his wife for themselves their heirs Executors, or administrators do and with the said Herbert do Covenant and agree to warrant and forever defend the title to the aforesaid lands and bargained premises to him the said Herbert his heirs and assigns forever against the Claim or Claims of all and singular every person or persons whatsoever. In testimony whereof they the said Daniel P. Perkins and

Mary M. B. Perkins his wife have hereunto set their hands and affixed their seals this day and year first above written.

Daniel P Perkins {Seal}
Mary M. B Perkins {Seal}

State of Mississippi }
Madison County } This day Personally appeared before me Will D Hart an acting Justice of the Peace in and for said County Daniel P. Perkins and Mary M B. Perkins his wife and acknowledged that they signed sealed and delivered the foregoing deed as their act and deed for the purposes therein contained on the day and year therein mentioned - And Mary M B Perkins Wife of the aforesaid Daniel P Perkins on a Private examination separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed a her voluntary act and deed without any threats fears or compulsion from her said husband.

Given under my hand and seal this 19th day of June A.D. 1838

Will. D. Hart {J.P.}

J. M. P. McGimsey } Received for Record April 6th & Recorded June 20th 1838
and
A. C. Gillespie et al } This Indenture made and entered into on this 5th day of April in the year of our Lord One Thousand Eight hundred and thirty-eight between John M. P. McGimsey and Martha M. his wife both of the County of Madison and State of Mississippi of the first part, and Allen C. Gillespie, William E Gillespie, Thomas H. Gillespie and John. E Gillespie all of the County and State aforesaid of the second part, Witnesseth that the said John M P McGimsey and Martha M. his wife for and in Consideration of the sum of three Thousand five hundred Dollars to them in hand paid by the said Allen C. William E. Thomas H and John E Gillespie, the receipt whereof is hereby acknowledged, have granted, bargained sold and Confirmed, and by these presents do bargain, sell and Convey unto the said Allen C. William E. Thomas H and John E. Gillespie to them their heirs and assigns forever all and singular the following described lot or parcel of land situated lying and being in the District of Choctaw and State of Mississippi. As the East half of the North West quarter, and the West half of the North-East quarter of Section thirty two, and the South half of the East half of the South West quarter, and the South half of the West half of the South East quarter of Section twenty nine, in Township Ten and Range Three East, (Being the same lands Conveyed by Deed to the said John M P. McGimsey by Cornelius Newman and Susanna his wife dated 29th September 1834.) Recorded in the Registers or Probate office of Madison County Mississippi on the 22nd day of December 1834) together with all and singular the hereditaments and appurtenances whatsoever to the same belonging or appertaining and also all the Estate, right, title interest, claim and demand whatsoever both at Law and in Equity of the said John M P McGimsey and Martha M. his wife, in and to the said lands tenements hereditaments and Premises, To Have and to Hold the said —

hereditaments tenements and hereditaments and all and singular the Premises herein before mentioned with their appurtenances unto the said Allen C. William E. Thomas H. & John C. Gillespie their heirs and assigns forever And the said John W. P. McGinnis and Martha M. C. do covenant and agree and bind their heirs. Executors & administrators to covenant and agree to warrant and forever defend the title both legal and equitable to the said land and tenements against the claims of all and every person whatsoever unto the said Allen C. William E. Thomas H. and John C. Gillespie their heirs and assigns forever, In witness whereof the said John W. P. McGinnis and Martha M. C his wife have hereunto set their hands and seals the day and year first above written.

A. W. P. McGinnis } Seal
Martha M. C. McGinnis } Seal

Acknowledged before me the undersigned an Acting Justice of the Peace in and for said County the day and date above written

James M Baker J.P.

State of Mississippi } Personally appeared before me James M Baker an acting Justice of the Peace in and for the County and State
Madison County } aforesaid the within named John W. P. McGinnis on this Eighth day of April 1838 Who acknowledged the due execution sealing and delivering of the within deed on the day it bears date for the matters and things therein contained. and also appeared before me Martha M. C McGinnis wife of the said John W. P. McGinnis Who being examined separate and apart from her said husband acknowledged that she had executed sealed and delivered the within deed on the day it bears date of her own free will and accord and without the threats or coercion of her said husband, and that she hereby relinquishes her right to dower in said land for the matters and things therein contained.

In testimony whereof I have hereunto set my hand and seal on this 6th day of April AD 1838

James M Baker, J.P. } Seal

A. W. P. McGinnis } Received for Record June 4th & Recorded June 20th 1838
And
A. C. Gillespie et al } This Indenture made this the Twelfth day of May in the year of our Lord One Thousand Eight hundred and thirty eight between A. W. P. McGinnis and his wife Martha M. C. McGinnis of the County of Madison and State of Mississippi of the one part and Allen C. Gillespie. William E. Gillespie. Thomas H. Gillespie & John C. Gillespie of the County & State aforesaid of the other part Witnesseth that the said A. W. P. McGinnis and Martha M. C his wife for and in consideration of the sum of Six Thousand four hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have bargained sold & conveyed & by these presents do bargain. sell & convey unto the said Allen C. Gillespie. William E. Gillespie. Thomas H. Gillespie & John C. Gillespie the following tracts or parcels of land situated in the County of Madison & State aforesaid and designated as the South half of the West half of the South West quarter of Section twenty eight, And the East half of the

North East quarter of Section Thirty two and the North West quarter of the West half of the North East quarter, and the North half of the East half of the North East quarter of Section Thirty three in Township Five Range Three East in the District of Choctaw Containing four hundred acres More or less. To Have and to Hold the above described land and bargained premises with ... and singular the hereditaments and appurtenances thereunto belonging to the exclusive benefit of them the said Allen C. Gillespie, William E. Gillespie, Thomas H. Gillespie & John C. Gillespie their heirs and assigns forever. And the said O. M. P. McGinsey & Martha M. C. his wife bind themselves their heirs, executors, administrators & assigns do Covenant and agree to & with the said Allen C. William E. Thomas H. & John C. Gillespie their heirs and assigns that they will warrant and forever defend the above described land & bargained premises against the lawful Claim, title or demand of any and all persons whatsoever

In testimony whereof we have hereunto set our hands & seals this the day & date above written.

O. M. P. McGinsey (Seal)
Martha M. C. McGinsey (Seal)

The State of Mississippi }
Madison County } Personally appeared before me James M. Baker an acting Justice of the Peace in and for said County the within named O. M. P. McGinsey who acknowledged that he signed sealed & delivered the foregoing Deed of Conveyance on the day and year therein written as his act & deed for the purposes therein mentioned. And at the same time Came Martha M. C. McGinsey wife of the said O. M. P. McGinsey who being examined separate and apart from her said husband acknowledged that she signed sealed & delivered the foregoing Deed freely voluntarily & of her own accord without any fear threat or Compulsion of her said husband on the day and date therein written for the purposes therein mentioned

Given under my hand & seal this the 31st May 1838.

James M. Baker J.P. (Seal)

John D. Shuler & Wife } Received for Record 26th May & Recorded June 20th 1888.
Deed
A. C. Gillespie, et al }

This Indenture made and entered into on this eighth day of May in the year of our Lord One thousand eight hundred and thirty eight between John Shuffler and Elizabeth his wife both of the County of Madison and State of Mississippi of the first part, and Allen C. Gillespie, William E. Gillespie, Thomas H. Gillespie, & John C. Gillespie all of the County and State aforesaid of the second part, Witnesseth that the said John Shuffler & Elizabeth his wife for and in Consideration of the sum of One thousand Dollars to them in hand paid by the said Parties of the second part the receipt whereof is hereby acknowledged hath bargained sold and Conveyed and do by these presents bargain sell and Convey unto the said parties of the second part the following described tract or parcel of land situated lying and being on the waters of Poplar Creek in said County of Madison and State of Mississippi and known as the South half East half South East,

within and foregoing written instrument purporting to be a Power of Attorney, as his act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal this 19th day of June A.D. 1838

T. A. Salomon, J.P. [Seal]

William Smith & wife
Mortgage
J. B. S. Headley

Received for Record June 21st & Recorded 22nd June 1838

This Indenture made and entered into this Twenty Ninth day of April in the year of our Lord One Thousand eight hundred and thirty six between William Smith and Margaret his wife of the County of Madison and State of Mississippi of the first part. and Thomas B S Headley of Hinds County State aforesaid of the second part, Witnesseth, this to wit that in part consideration of a tract of land known as a "Woodland Place" situate in said County of Madison, and sold by said Headley and wife to said Smith, by Indenture dated the 26th day of April 1836, for the sum of Thirty six thousand dollars, for part payment of which the said William Smith hath this day executed and delivered to said Headley, a town bonds or notes, endorsed by James M. Smith, and payable at the Union Bank of Louisiana. at the times and for the amounts hereinafter specified; Now therefore to secure the punctual payment of each and all of said Bonds. the said party of the first part hereby. Conveys to the said party of the second part the hereinafter described land and Negroes to wit: All that tract or parcel of land situate lying and being in the County of Madison and State aforesaid, known as "Woodland Place" Containing Eight hundred acres it being the same land sold by Caleb and Thomas Reed by Indentures dated the 30th day of December 1834, and recorded in the office of Clerk of Probate of said County of Madison in deed Book B. pages 482. 483 484 & 505, – to J B S Headley, and conveyed by said Headley and Pirtle & his wife to the said William Smith by deed dated 26th April 1836. The description of said land contained in said deeds of conveyance is hereby referred to and made part of this Indenture, – also the following Slaves to wit. Tom. James, Stephen. Hilliary. Joe. Lloyd Dennis Peggy, Nelly. Maria. Emma Nelly and Juliet, To Have And to Hold the above described real and personal property, with all the rights, privileges and appurtenances thereunto belonging or in any wise appertaining to the said party of the second part his heirs and assigns forever together with the natural increase of the said Slaves. The said party of the first part for themselves and their heirs hereby Covenants with the said party of the second part, his heirs and assigns, that they will warrant the title to the said land and negroes against all and every person Claiming the same, Subject however to the following Conditions to wit. That if the said parties of the first part, their heirs or legal representatives shall well and truly pay or Cause to be paid unto the said party of the second part, his heirs or assigns, the sum of Two thousand dollars on the first day of March One thousand Eight hundred and forty one, agreeably to a bond executed by the said William Smith, and endorsed by James M. Smith for the use and benefit of the said J B S Headley his heirs or assigns, for said sum lettered (A) and bearing even date with this Indenture, And if the said William Smith shall also well and truly pay the ten several promissory notes

notes on the margin of said bonds made by the said William Smith and endorsed by the said James M. Smith and payable at said Elmira Bank of Louisiana also bearing even date with said bond, for the amounts & following to wit, - Note No 11 for the sum of five hundred dollars payable the 1st day of September 1836 and lettered (M) Note No 12 lettered (N) for the same amount, and payable the 1st day of March 1837. Note No 13 lettered (O) for the same amount, and payable the 1st day of September 1837, Note No 14 lettered (P) for the same amount and payable the 1st day of March 1838; Note No 15 lettered (Q) for the same amount, and payable the 1st day of September 1838, - Note No 16 lettered (R) for the same amount and payable the 1st day of March 1839. Note No 17 lettered (S) for the same amount and payable the 1st day of September 1839. - Note No 18 lettered (T) for the same amount and Payable the 1st day of March 1840, Note No 19 lettered (U) for the same amount, and payable the 1st day of September 1840, Note No 20 lettered (V) for the same amount and Payable the 1st day of March 1841; when the same shall become due, then the above obligation with its comments to be void, otherwise to remain in full force and virtue,

In testimony whereof the said party of the first part have hereunto subscribed their names, and affixed their seals the day and year above written,

Signed, sealed & delivered in presence of

Jno M. Dougl

Wm Smith seal

State of Mississippi } ss. Margaret Smith seal

Hinds County } Personally appeared before me Robert A Patrick Clerk of the High Court of Errors and Appeals of the State of Mississippi William Smith whose name is signed to the above Indenture, and acknowledged that he signed sealed and delivered the same, for the purposes and uses therein mentioned as his act and deed on the day and year therein written, also Personally came before me Margaret Smith the wife of said William Smith, who on a private examination, apart from her said husband, acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely, without any fear, threats or compulsion of of her said husband, on the day and year therein written,

Given under my hand and seal of Office at Jackson on this Twenty Ninth day of April in the year of our Lord One thousand eight hundred and thirty six, and in the sixtieth year of the American Independence

{L.S.}

R. A Patrick Clk

The State of Mississippi }
Adams County } Know all men by these Presents that I Thomas B. S. Hadley of the County of Hinds and State aforesaid, have this day for and in consideration of Seven Thousand Seven hundred and Eighty One Dollars and Eighty one Cents assigned to John Ingersoll Executor of the estate of of Ingersoll & all the rights & vested in me by the annexed Mortgage, so far as they go to secure the payment of the bond lettered A. for the sum of Seven thousand dollars and the four notes of five hundred dollars each lettered, L. T. U. V and numbered 17. 18. 19 & 20, all dated Twenty Ninth day of April A D 1836 and drawn by William Smith, and Endorsed by James M. Smith.

Given under my hand and this 14th day of December 1837.

T. B. S. Hadley seal

attest
S. Wood,

State of Mississippi } Before me Samuel Wood Clerk of the Circuit
Adams County } Court in and for said County Personally came and appeared Thomas B. Headley and acknowledged that he signed and sealed the above assignment on the day and year and for the purposes therein expressed

L. S.

Witness my hand and Official Seal at the City of Natchez this 14th day of December A.D. 1837

S. Wood Clerk

Esther Curtis } Received for Record 18th June & Recorded June 22nd 1838
Deed
B. B. Lee } This Indenture made and entered into this twenty eighth day of May 1838 Between Esther Curtis of the first part & Benjamin B. Lee of the second part all of the County of Madison and State of Mississippi. Witnesseth that the said party of the first part, for and in Consideration of the sum of Two hundred & twenty dollars to her in hand paid by the party of the second part, at and before the sealing and delivering hereof, the receipt whereof is hereby acknowledged have granted bargained and sold and by these Presents do grant Bargain sell and convey unto the said party of the second part One hundred and Eighty acres of the following described land and undivided tract of land to wit. The N.W.¼ & W½ S.W.¼ of Section 19. T. 11. Range 4 E. The E½ S.W.¼ & E½ N.W.¼. S. 24 T. 11. R. 3 East, E½ N.W.¼. W½ N.E.¼. W½ S.W.¼ of Section No 13 same Township & Range. N.E.¼ Sec 12. same T. & Range, To Have and to Hold unto him the said Party of the second part & to his heirs Executors Administrators and assigns forever and against her the said party of the first part & her heirs Executors & Administrators and against all and against all and every person whatsoever Claiming or to Claim said lands. tenements & hereditaments thereunto belonging or in any wise appertaining, the title whereof she the said party of the first part hereby binds herself to defend forever

In testimony whereof the said party of the first part has hereunto set her hand and affixed her seal this day and date first above written.

Signed sealed and delivered
in Presence of

Esther Curtis Seal

State of Mississippi } Personally appeared before me Saml Hamblin an acting justice
Madison County } of the peace in and for said County Esther Curtis whose name appears to the foregoing Deed acknowledged that she signed sealed and delivered the foregoing Deed on the day and year therein mentioned as her own act and deed and for the purposes therein mentioned,

Given under my hand and seal this 28th day of May A.D. 1838

Saml Hamblin J.P. Seal

B. B. Lee } Received for Record June 18th & Recorded June 22nd 1838
Deed
Esther Curtis } This Indenture made and entered into this twenty eighth

day of May Anno Domini Eighteen hundred & thirty eight between Benjamin B. Lee, Francis Lee his wife of the first part, & Esther Curtis of the second part all of the County of Madison and State of Mississippi (Witnesseth) that the said party of the first part for and in Consideration of — sum of Two hundred and twenty Dollars to them in hand paid by the said party of the second part at and before the sealing and delivering hereof the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant bargain sell and convey unto the said party of the second part, a certain lot or parcel of land lying and being in the County of Madison and State of Mississippi and Bounded and designated as the S.W. quarter of Section No 24. Township No 11 N. of Range No 3 East containing One hundred & forty acres; also twenty acres adjoining said quarter Section to be taken off of the West side of the W/2 of the S.E. quarter of Section No 24. T. 11. R. 3 East to contain in all one hundred & eighty acres. To Have and to hold unto the said party of the second part their heirs executors administrators & assigns forever, & against them the said party of the first their heirs Executors and Administrators and against all and every person or persons whatsoever claiming or to claim said lands tenements and hereditaments thereunto belonging or in any wise appertaining the said party of the first part does hereby bind themselves their heirs & assigns to warrant & forever defend to the said party of — second part her heirs & assigns —.

In testimony whereof the said party of the first part have hereunto set their hands and affixed their seals this day and date above written

B. B. Lee
Frances Lee

The State of Mississippi
Madison County } Personally appeared before me Saml Hamblin an acting Justice of the Peace in and for said County Benjamin B. Lee who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed, Also Frances Lee wife of the before mentioned Benjamin B. Lee who being by me examined separate and apart from her said Husband who acknowledged that she signed sealed and delivered the same as her voluntary act and deed and without the fears threats or Compulsion of her said husband.

Given under my hand and seal this 28th May AD 1838
Saml Hamblin J.P.

Fleming & Bennett } Received for Record June 23rd & Recorded June 27th 1838
against agreement
Cook & Gwin } Agreement, made and entered into this 9th day of May One thousand eight hundred and thirty seven between Gabriel Cook and Samuel Gwin of the County of Hinds and State of Mississippi of the first part and William H. Fleming and Will Bennett of the County of Madison and State of Mississippi of the second part, Witnesseth that whereas the said Gabriel Cook and Samuel Gwin have this day sold to the said William H. Fleming and Will Bennett a certain Plantation containing seven hundred and twenty acres more or less, lying in Township 8 Range 3 West, including all the improvements thereon with the farming utensils, Oxen, Waggons, Horses &c with the