

Filed for Record the 25<sup>th</sup>

day of January A. D. 1875, at 1 P. M o'clock. Recorded the 29<sup>th</sup> day of January A. D. 1875

Kent Pritchard

To } DEED OF TRUST.

Robt Powell

Trustee

TO SECURE

T. W. Holland

This Indenture, Made and entered into this the 25<sup>th</sup> day of January A. D. 1875 by and between

Kent Pritchard

part of the first part, and

Robt Powell

party of the second part, and

T. W. Holland

part of the third part, WITNESSETH, That said part of the first part

indebted to the part of the third part in the sum of Two hundred Dollars,

evidenced by promissory note

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred Dollars, from this date until the first day of September A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit

All his interest in the crops of Cotton, corn, fodder, peas &c which he or may have as owner, landlord, employer or in other way raised on any lands during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say

That the said party of the first part shall harvest in Canton Mississippi by the 1<sup>st</sup> day of October 1875 each an amount of cotton as well as fully pay off the indebtedness incurred hereon, said cotton to be shipped by the party of the third part to any named Cotton factor in New Orleans La for account of the party of the first part, and the net proceeds to be placed to the credit of the account of the party of the first part; and in case said indebtedness is not paid at maturity, then the said Kent Pritchard is to pay said T. W. Holland 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and she assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten (10) days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in three (3) or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and she assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and she assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or she assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Robt Powell Trustee aforesaid;

In Testimony Whereof, The said part of the first part hereunto set

his hand and seal, on the day and year first above written. Kent Pritchard [L. S.]

Official seal, at office, this 25<sup>th</sup> day of January A. D. 1875 [L. S.]

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named Kent Pritchard

who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed: under my hand and Official seal, at office, this 25<sup>th</sup> day of January A. D. 1875

STATE OF MISSISSIPPI, Madison County, ss. E. P. Jeffrey, Clerk [L. S.]

Personally Appeared before the Undersigned, of the said County, the within named

wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

GIVEN under my hand and seal, at office, this day of A. D. 187 [L. S.]

Filed for Record the 27th

day of January A. D. 1875, at 2 P. M. o'clock. Recorded this 29th day of January A. D. 1875.

Monroe B. Glick

To } DEED OF TRUST.

Jersey Wilson

Trustee

TO SECURE

Phos. J. Alworth

This Indenture, Made and entered into this the

25th day of January A. D. 1875 by and between

Monroe Glick

part of the first part, and

Jersey Wilson

party of the second part, and

Phos. J. Alworth

part of the third part, WITNESSETH, That said part of the first part

indebted to the part of the third part in the sum of

four hundred and twenty Dollars,

evidenced by a note given by Benjamin Glick, dec'd

January 1st 1874 and the deed to secure which was recorded on the 11th day of Feb 7 1874 for ~~And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part money goods wares and merchandise during the year 1875 to the amount of~~ which this deed is an additional security Dollars from this date until the day of A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part Jersey desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

One black horse named "Bullin"

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Canton Mississippi by the first day of November 1875, the amount due for account of the party of the first part, and the net proceeds to the proceeds to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity then the said Monroe Glick is to pay said Phos. J. Alworth 2 1/2 per cent of the whole of said indebtedness, which is agreed on as liquidation damages in case of the non-performance of the allegations.

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in Canton or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and his assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Jersey Wilson Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set his hand and seal, on the day and year first above written. Monroe B. Glick [L. S.] [L. S.] [L. S.] [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss. Personally Appeared before the Undersigned, Clk. of the Chancery Court of the said County, the within named Monroe B. Glick who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed: Monroe B. Glick under my hand and Official seal, at office, this 27th day of January A. D. 1875. By R. R. Coburn Clk. [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss. Personally Appeared before the Undersigned, of the said County, the within named Jersey Wilson wife of the said Phos. J. Alworth who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. GIVEN under my hand and Official seal, at office, this 27th day of January A. D. 1875. [L. S.]

Filed for Record the 25<sup>th</sup>

day of January A D. 1875, at 12 20<sup>th</sup> M. o'clock Recorded the 29<sup>th</sup> day of January A D 1875

Lewis Phillips

This Indenture, Made and entered into this the 25<sup>th</sup> day of January A D 1875 by and between

Louis Phillips

To DEED OF TRUST.

Benjamin Maas

part of of the first part, and Benjamin Maas

Trustee

party of the second part, and L. Maas

TO SECURE

part of of the third part, WITNESSETH, That said part of of the first part

L. Maas

indebted to the part of of the third part in the sum of Four hundred Dollars,

after date, dated January 25<sup>th</sup> 1875 evidenced by a promissory note payable one day And that whereas the said part of of the third part have undertaken and promised to supply the said part of of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred Dollars, from this date until the first day of October A. D. 1875; the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part of of the first part is desirous of securing to the said part of of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of of the second part to the said part of of the first part (the receipt whereof is hereby acknowledged), the said part of of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

One mouse colored mule named "Muck" One bay horse named "Julius" One two horse wagon all the cotton, corn fodder and any other produce raised and gathered by party of first part

To have and to hold the same unto the said party of the second part; his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say That the said party of the first part shall have in Canton, Mississippi, by the first day of October 1875, such an amount of cotton as will fully pay off the indebtedness incurred herein, said cotton to be sold to the party of the third part at Canton cash prices, for account of the party of the first part and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity then the said Louis Phillips is to pay said L. Maas 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the obligation herein

If the said part of of the first part shall fail or refuse to pay to the said part of of the third part, and assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving five days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of of the third part and assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of of the first part and assigns; and if the said part of of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of of the third part or assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Benjamin Maas Trustee aforesaid;

In Testimony Whereof, The said part of of the first part hereunto set his hand and seal, on the day and year first above written. Louis Phillips [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss. Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named Lewis Phillips who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as he said and deed under my hand and Official seal, at office, this 25<sup>th</sup> day of January A D. 1875. Seal [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss. Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned; as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. GIVEN under my hand and seal, at office, this day of A. D. 187 [L. S.]

Filed for Record the 27<sup>th</sup>

day of January A. D. 1875, at 2 P. M. o'clock. Recorded the 29<sup>th</sup> day of January A. D. 1875

This Indenture, Made and entered into this the 27<sup>th</sup> day of January A. D. 1875 by and between

Henry Bascom part of the first part, and

R. E. Savage party of the second part, and

J. R. Powell part of the third part, WITNESSETH, That said part of the first part

indebted to the part of the third part in the sum of Three hundred and twenty five Dollars, evidenced by his promissory note of even date with

Henry Bascom  
TO } DEED OF TRUST.  
R. E. Savage  
Trustee  
TO SECURE  
J. R. Powell

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of Dollars, from this date until the

day of A. D. 187, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: One mule, one mare, one two-horse wagon, one cow and two yearlings also all the crops of cotton, corn, peas, potatoes or any other crop of any kind raised by me or any one under my employ on the Shaw Place in Madison County or upon any other place during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall leave in Canton, Mississippi by the 1<sup>st</sup> day of October 1875 such an amount of cotton as will fully pay off the indebtedness incurred hereon and in case said indebtedness is not paid at maturity then the said Henry Bascom is to pay said J. R. Powell, 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving five days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in three or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and his assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said R. E. Savage, Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set his hand and seal, on the day and year first above written. Henry Bascom [L. S.]

STATE OF MISSISSIPPI, Madison County, } ss. Personally Appeared before the Undersigned, Mayor of Canton & ex-officio J. P. Henry Bascom of the said County, the within named 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, at office, this 27<sup>th</sup> day of January A. D. 1875. Robert Powell, Mayor (L. S.)

STATE OF MISSISSIPPI, County, } ss. Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. GIVEN under my hand and seal, at office, this day of A. D. 187 [L. S.]

Filed for Record the 29th

day of January A. D. 1875, at 11 30 A. M. o'clock. Recorded the 29th day of January A. D. 1875

Religai Ritchie

To DEED OF TRUST.

J. W. Andrews

Trustee

TO SECURE

Mayson and Sanders

This Indenture,

Made and entered into this the

29th day of January A. D. 1875 by and between

Religai Ritchie

part of of the first part, and

J. W. Andrews

party of the second part, and

R. Mayson and D. C. Sanders

composing the firm of Mayson and Sanders

part of of the third part, WITNESSETH, That said part of of the first part

indebted to the part of of the third part in the sum of

Twenty five Dollars,

evidenced by promissory note of this tenor date

And that whereas the said part of of the third part have undertaken and promised to supply the said part of of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred Dollars, from this date until the First day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of of the first part is desirous of securing to the said part of of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the First day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of of the second part to the said part of of the first part (the receipt whereof is hereby acknowledged), the said part of of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit

1. Bay mare named Mag. 1 cow

Also all the Cotton, Corn, Potatoes &c. that the said parties of the first part may raise or cause to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall bear the burden of the indebtedness incurred herein and in case said indebtedness is not paid at maturity then the said party of the first part is to pay said parties of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part of of the first part shall fail or refuse to pay to the said part of of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of of the first part and their assigns; and if the said part of of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case, the said part of of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. W. Andrews Trustee aforesaid;

In Testimony Whereof, The said part of of the first part hereunto set her hand and seal, on the day and year first above written. [L. S.] [L. S.] [L. S.] [L. S.]

STATE OF MISSISSIPPI, Madison County. Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named Religai Ritchie who acknowledged that she signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as her act and deed under my hand and Official seal, at office, this 29th day of January A. D. 1875. E. J. Jeffrey, Clerk [L. S.]

STATE OF MISSISSIPPI, Madison County. Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. GIVEN under my hand and seal, at office, this day of A. D. 1875. [L. S.]

Filed for Record the 29<sup>th</sup>

day of January A. D. 1875 at 11 A. M. o'clock. Recorded the 29<sup>th</sup> day of January A. D. 1875

To } DEED OF TRUST.

A. N. Parker

Trustee

TO SECURE

Charles L. Gross

This Indenture, Made and entered into this the 29<sup>th</sup> day of January A. D. 1875 by and between

H. M. Coates

part of the first part, and

A. N. Parker

party of the second part, and

Charles L. Gross

part of the third part, WITNESSETH, That said part of the first part

indebted to the part of the third part in the sum of

Dollars,

evidenced by

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of Seventy Dollars, from this date until the 1<sup>st</sup> day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

Two Bales of good Cotton weighing 700 lbs. lint Cotton from the crop of 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall leave in Canton Mississippi by the 1<sup>st</sup> day of October 1875, such an amount of Cotton as will fully pay off the indebtedness incurred hereon, said Cotton to be shipped by the party of the third part to his cotton factors, in New Orleans, La. for account of the party of the first part, and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity, then the said H. M. Coates is to pay said C. L. Gross 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of the non-performance of the obligations then

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and he assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving 10 days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and he assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the said part of the first part and he assigns; and if the said part of the first part shall fail and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or he assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said A. N. Parker: Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set

his hand and seal, on the day and year first above written.

H. M. Coates

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Clerk of the Chancery Court, of the said County, the within named H. M. Coates

who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed: GIVEN under my hand and Official seal, at office, this 29<sup>th</sup> day of January A. D. 1875.

C. P. Jeffers, Clerk [L. S.]

STATE OF MISSISSIPPI, County, ss.

Personally Appeared before the Undersigned, of the said County, the within named

wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband

GIVEN under my hand and seal, at office, this day of A. D. 187

[L. S.]

Min deed of Trust of H. M. Coates

Filed for Record the 25<sup>th</sup>

day of January A. D. 1875, at 12:30 P. M. o'clock. Recorded the

9<sup>th</sup> day of February A. D. 1875

This Indenture, Made and entered into this the

4<sup>th</sup> day of January A. D. 1875 by and between

part 4 of the first part, and

party of the second part, and

part 4 of the third part, WITNESSETH, That said part 4 of the first part

indebted to the part 4 of the third part in the sum of Twenty-five Dollars, evidenced by a certain promissory note

To } DEED OF TRUST.

A. E. Leggett

Trustee

TO SECURE

John Leggett

And that whereas the said part 4 of the third part have undertaken and promised to supply the said part 4 of the first part, money, goods, wares and merchandise during the year 1875, to the amount of Twenty-five Dollars, from this date until the 1<sup>st</sup> day of November A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part 4 of the first part is desirous of securing to the said part 4 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of November A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part 4 of the second part to the said part 4 of the first part (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit One Black mare mule named "Mollie" and all crops of Cotton, corn, fodder, peas, potatoes and all other crops raised or to be raised by said E. W. Duffey and his employees in said County during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Mrs Leggett's gin house, Mississippi, by the 1<sup>st</sup> day of November A. D. 1875, such an amount of cotton as will fully pay off the indebtedness incurred herein, said Cotton to be sold by the party of the third part to any Cotton buyer in Canton, for the account of the party of the first part, and the net proceeds to be placed to the credit of the account of the party of the first part and in case said indebtedness is not paid at maturity, then the said E. W. Duffey is to pay said A. E. Leggett 2 1/2 per cent of the whole of said indebtedness, which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part 4 of the first part shall fail or refuse to pay to the said part 4 of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in three or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part 4 of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part 4 of the first part and his assigns; and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part 4 of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said A. E. Leggett Trustee aforesaid.

In Testimony Whereof, The said part 4 of the first part hereunto set

[L. S.]

[L. S.]

[L. S.]

[L. S.]

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Justice of the Peace

of the said County, the within named E. W. Duffey

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, at office, this 4<sup>th</sup> day of January A. D. 1875

[L. S.]

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned,

of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

GIVEN under my hand and seal, at office, this day of A. D. 187

[L. S.]

Filed for Record the 29<sup>th</sup>

day of January A. D. 1875, at 4:15 P.M. o'clock. Recorded the 9<sup>th</sup> day of February A. D. 1875

Warren Ross

To } DEED OF TRUST.

C. W. Andrews

Trustee

TO SECURE

Mayson and Saunders

This Indenture, Made and entered into this the 29<sup>th</sup> day of January A. D. 1875 by and between

Warren Ross, part 4 of the first part, and C. W. Andrews,

party of the second part, and J. R. Mayson and D. C. Saunders, composing the firm of Mayson Saunders,

part 10 of the third part, WITNESSETH, That said part 4 of the first part is

indebted to the part 10 of the third part in the sum of Twenty one Dollars, evidenced by his promissory note of this tenor and date

And that whereas the said part 10 of the third part have undertaken and promised to supply the said part 4 of the first part, money, goods, wares and merchandise during the year 1875, to the amount of Three hundred Dollars, from this date until the first day of October A. D. 1875; the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part 4 of the first part is desirous of securing to the said part 10 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 10<sup>th</sup> day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part 4 of the second part to the said part 4 of the first part (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: 1 Bay mare mule named "Julia", 1 Pro-horo wagon and 1 Cow also all the Cotton, corn, fodder, potatoes & that the said party of the first part may raise or come to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Cash, Mississippi, by the 1<sup>st</sup> day of October A.D. 1875, such an amount of Cotton as will fully pay off the indebtedness herein incurred, and in case said indebtedness is not paid at maturity, then the said party of the first part is to pay said parties of the third part 2 1/2 percent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegation therein

If the said part 4 of the first part shall fail or refuse to pay to the said part 10 of the third part, and then assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in three or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part 10 of the third part and then assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the said part 4 of the first part and then assigns; and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part 10 of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

In Testimony Whereof, The said part 4 of the first part hereunto set his hand and seal, on the day and year first above written. Attest C. H. Mayson J. R. Reed Warren Ross mark.

The State of Mississippi } ss Madison County } ss Personally appeared before me, C. S. Jeffrey, Clerk of the Chancery Court, the above named J. R. Mayson, one of the subscribing witnesses to the foregoing deed, who, being first duly sworn, deposed and said that he saw the above named Warren Ross, whose name is subscribed thereto, sign, seal and deliver the same to the above named Mayson & Saunders, that he this deponent subscribed his name as a witness thereto, in the presence of the said Warren Ross, and that he saw the other subscribing witness J. R. Reed sign the same in the presence of the said Warren Ross and in the presence of each other on the day and year therein named. In testimony whereof, witness my hand and seal of said Court, this 29<sup>th</sup> day of January A.D. 1875. C. S. Jeffrey, Clerk.



Filed for Record the 29th

day of January A. D. 1875, at 3:30 P. M. o'clock Recorded the 9th day of February A. D. 1875

J. P. Hickman

TO DEED OF TRUST.

Joseph Hart

Trustee

TO SECURE

H. H. Allen

This Indenture, Made and entered into this the 29th day of January A. D. 1875 by and between

part of the first part, and J. P. Hickman

party of the second part, and Joseph Hart

part of the third part, WITNESSETH, That said part of the first part is

indebted to the part of the third part in the sum of

Three hundred and eighty three Dollars, evidenced by his note of hand on the day and year

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of Three hundred and eighty three Dollars, from this date until the first day of December A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of December A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold; and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit

One mare colored horse mule named "Buck" about 12 years old, one bay horse named "Sidi", blaze faced about 12 years old, also all the corn and cotton to be made on the Pupper Place during the year 1875, and now cultivated by J. P. Hickman

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say. That the said party of the first part shall transmit to Canton, Mississippi, by the 1st day of December A. D. 1875, such an amount of Cotton as will fully pay off the indebtedness incurred herein, said Cotton to be delivered to the party of the third part, to be held by him, in Canton, Miss., for account of the party of the first part; and the net proceeds to be placed to the credit of the account of the party of the first part; and in case said indebtedness is not paid at maturity, then the said J. P. Hickman is to pay said H. H. Allen 2 1/2 per cent of the whole of said indebtedness in case of the non performance of the allegations therein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and his assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Joseph Hart Trustee aforesaid;

In Testimony Whereof, The said part of the first part hereunto set his hand and seal, on the day and year first above written J. P. Hickman [L. S.] [L. S.] [L. S.] [L. S.]

STATE OF MISSISSIPPI, Madison County, ss. Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named J. P. Hickman who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed. Given under my hand and Official seal, at office, this 29th day of January A. D. 1875. E. S. Jeffrey, Clerk [L. S.]

STATE OF MISSISSIPPI, Madison County, ss. Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. Given under my hand and seal, at office, this day of A. D. 1875 [L. S.]

Filed for Record the 29th

day of January A. D. 1875, at 2:30 P. M. o'clock. Recorded the 9th day of February A. D. 1875

James Murch

To DEED OF TRUST.

D. P. Brown

Trustee

TO SECURE

J. J. Ray

This Indenture, Made and entered into this the 29th day of January A. D. 1875 by and between

part 4 of the first part, and James Murch

party of the second part, and D. P. Brown

part 4 of the third part, WITNESSETH, That said part 4 of the first part

indebted to the part 4 of the third part in the sum of Five hundred dollars Dollars, evidenced by his promissory note of this tenor and date

And that, whereas the said part 4 of the third part have undertaken and promised to supply the said part 4 of the first part, money, goods, wares and merchandises during the year 1875, to the amount of Five hundred Dollars, from this date until the First day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that, whereas the said part 4 of the first part is desirous of securing to the said part 4 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part 4 of the second part to the said part 4 of the first part (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

All the cotton, corn, fodder, potatoes, peas &c that the said party of the first part may raise or cause to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say That the said party of the first part shall have in Canton, Mississippi by the 1st day of October A. D. 1875 such an amount of cotton as will fully pay off the indebtedness incurred herein, and in case said indebtedness is not paid at maturity then the said party of the first part is to pay said party of the third part, 2 1/2 per cent of the whole of said indebtedness, which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part 4 of the first part shall fail or refuse to pay to the said part 4 of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in three or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part 4 of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part 4 of the first part and his assigns; and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part 4 of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said D. P. Brown Trustee aforesaid.

In Testimony Whereof, The said part 4 of the first part hereunto set his hand and seal, on the day and year first above written: James Murch [L. S.] mark [L. S.] [L. S.]

STATE OF MISSISSIPPI, Madison County. Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named James Murch who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed. Given under my hand and Official seal, at office, this 29th day of January A. D. 1875. E. S. Jeffrey Clerk [L. S.]

STATE OF MISSISSIPPI, Madison County. Personally Appeared before the Undersigned of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. Given under my hand and seal, at office, this day of A. D. 1875 [L. S.]

Augustus Massey  
 and  
Rhody Massey  
 To } DEED OF TRUST.  
C. W. Andrews  
 Trustee  
 TO SECURE  
Mayson & Saunders

day of January A. D. 1875, at 11 A M o'clock. Recorded the  
9th day of February A. D. 1875

**This Indenture,** Made and entered into this the

16th day of January A. D. 1875 by and between  
Augustus Massey and Rhody Massey  
 part us of the first part, and  
C. W. Andrews  
 party of the second part, and  
J. R. Mayson and D. C. Saunders  
 composing the firm of Mayson & Saunders  
 part us of the third part, WITNESSETH, That said part us of the first part  
 indebted to the part us of the third part in the sum of  
Twenty eight and 24/100 Dollars,  
 evidenced by their promissory note of this tenor and

date  
 And that whereas the said part us of the third part have undertaken and promised to supply the said part us of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred and fifty Dollars, from this date until the first day of October A. D. 1875; the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part us of the first part are desirous of securing to the said part us of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part us of the second part to the said part us of the first part (the receipt whereof is hereby acknowledged), the said part us of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part us of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

- 1. Four mare mule named "Jaw"
- 1. gray mare named "Lilly"
- 1. cow and calf and one wagon
- also all the Cotton, corn, fodder, potatoes &c that the said parties of the first part may raise or cause to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said parties of the first part shall have in Canton, Mississippi by the 1st day of October A.D. 1875, such an amount of cotton as will fully pay off the indebtedness incurred herein, and in case said indebtedness is not paid at maturity then the said parties of the first part shall pay to the said parties of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the obligations herein

If the said part us of the first part shall fail or refuse to pay to the said part us of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part us of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part us of the first part and their assigns; and if the said part us of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part us of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

[L. S.] In Testimony Whereof, The said part us of the first part hereunto set  
 [L. S.] Augustus & Massey  
 [L. S.] Rhody & Massey  
 [L. S.] C. W. Andrews  
 [L. S.] William S. H. Thompson Jr.  
Dr. A. Johns

This deed is not satisfied Massey & Massey

The State of Mississippi } ss.  
 Madison County }  
 Personally appeared before me E. S. Jeffrey, Clerk of the Chancery Court, the above named W. H. Thompson Jr. one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposed and said that he saw the above named Augustus Massey and Rhody Massey whose names are subscribed thereto, sign, seal, and deliver the same to the above named Mayson and Saunders, that he then deposed subscribed his name as a witness thereto in the presence of the Augustus and Rhody Massey and that he saw the other subscribing witness Dr. A. Johns sign the same in the presence of the said Augustus Massey and Rhody Massey and in the presence of each other, on the day and year therein named.  
 In testimony whereof Witness my hand and seal of said Court this 30th day of January A.D. 1875  
E. S. Jeffrey  
 Clerk

Harry Branch  
 and  
Martina Branch  
 To } DEED OF TRUST.  
J. M. Grafton  
 Trustee  
 TO SECURE  
A. S. Grafton

Filed for Record the 30<sup>th</sup>  
 day of January A. D. 1875, at 12 M. o'clock. Recorded the  
 9<sup>th</sup> day of February A. D. 1875

This Indenture, Made and entered into this the  
 25<sup>th</sup> day of January A. D. 1875 by and between  
Harry Branch  
 part 4 of the first part, and  
John Cook  
 party of the second part, and  
A. S. Grafton  
 part 4 of the third part, WITNESSETH, That said part 4 of the first part  
 indebted to the part 4 of the third part in the sum of  
One hundred and twenty five Dollars,  
 evidenced by five notes.

And that, whereas the said part 4 of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of \_\_\_\_\_ Dollars, from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that, whereas the said part 4 of the first part is desirous of securing to the said part 4 of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 15<sup>th</sup> day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part 4 of the second part to the said part 4 of the first part, (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

1 mill owned James  
1 Horse " " Crockett  
1 wagon + 2 Cow + calves

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall leave in Canton, Mississippi by the 15<sup>th</sup> day of Oct. 1875 such an amount of cotton as will fully pay off the indebtedness incurred herein, said cotton to be sold by the party of the third part to Messrs Farland and Olmson, Cotton Factor for account of the party of the first part, and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity, then the said Harry Branch is to pay said A. S. Grafton 2 1/2 percent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part 4 of the first part shall fail or refuse to pay to the said part 4 of the third part, and he assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton at public auction, to the highest bidder for cash, after giving 10 days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part 4 of the third part and he assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part 4 of the first part and he assigns; and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part 4 of the third part or he assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Trustee aforesaid.

In Testimony Whereof, The said part 4 of the first part hereunto set  
Harry Branch [L. S.]  
Martina Branch [L. S.]  
J. M. Grafton [L. S.]  
Mary Cook [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss.  
 Personally Appeared before the Undersigned, C. C. Postelle, J.P.  
 of the said County, the within named J. M. Grafton who acknowledged that he saw the within  
named Harry Branch who acknowledged that \_\_\_\_\_ 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, at office, this 26<sup>th</sup> day of January A. D. 1875.  
C. C. Postelle, J.P. [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss.  
 Personally Appeared before the Undersigned, C. C. Postelle, J.P.  
 of the said County, the within named J. M. Grafton who acknowledged that he saw the  
wife of the said Harry Branch who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned; as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.  
 GIVEN under my hand and \_\_\_\_\_ seal, at office, this 26<sup>th</sup> day of January A. D. 1875.  
C. C. Postelle, J.P. [L. S.]

Filed for Record

the 30th day of January A. D. 1875, at 1.30 P. M. o'clock. Recorded the 9th day of February A. D. 1875

Jacob Richardson

To DEED OF TRUST.

J. R. Mayson

Trustee

TO SECURE

Margaret R. Neworth

This Indenture

Made and entered into this the 30th day of January A. D. 1875 by and between

Jacob Richardson part of the first part, and

J. R. Mayson party of the second part, and

Margaret R. Neworth

part of the third part, WITNESSETH, That said part of the first part

indebted to the part of the third part in the sum of

Three hundred and twenty six Dollars, evidenced by his note bearing the same date as this

Indentures

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of three hundred and fifty Dollars, from this date until the 1st day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel,

And that whereas the said part of the first part Jacob Richardson desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described

real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: Two miles farming utensils and the entire crop raised by the said Jacob Richardson on the plantation of the said Margaret R. Neworth

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say

That the said party of the first part shall have in Canton Mississippi by the 1st day of October A. D. 1875, such an amount of cotton as will fully pay off the indebtedness incurred herein, for account of the party of the first part and the net proceeds to be placed to the credit of the account of the party of the first part and in case said indebtedness is not paid at maturity then the said Jacob Richardson is to pay said J. R. Mayson 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the obligations therein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and her assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and her assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and her assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or her assigns shall, in writing, appoint another Trustee in his place; whose feelings and doings in the premises shall be as binding as if done by the said J. R. Mayson Trustee aforesaid

In Testimony Whereof, The said part of the first part hereunto set

his hand and seal, on the day and year first above written. Jacob Richardson [L. S.]

[L. S.]

[L. S.]

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named Jacob Richardson

who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed.

Witness under my hand and Official seal, at office, this 30th day of January A. D. 1875

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned,

of the said County, the within named

wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband

GIVEN under my hand and seal, at office, this day of A. D. 1875

[L. S.]

Filed for Record the 30th

day of January A. D. 1875, at 1:30 P. M. o'clock. Recorded the 9th day of February A. D. 1875

Hiram Robinson

To } DEED OF TRUST.

J. R. Mayson

Trustee

TO SECURE

Margaret R. Merrieth

This Indenture, Made and entered into this the

30th day of January A. D. 1875 by and between

part of the first part, and Hiram Robinson

party of the second part, and J. R. Mayson

part of the third part, WITNESSETH, That said part of the first part

indebted to the part of the third part in the sum of

Three hundred Dollars, evidenced by his note bearing the same date as this

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandises during the year 1875, to the amount of One hundred Dollars, from this date until the 1st day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: Two mules, wagon, farming implements, also the entire crop raised on the land of the said Margaret R. Merrieth, rented by the said Hiram Robinson.

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say That the said party of the first part shall have in Canton, Mississippi, by the 1st day of October A.D. 1875 such an amount of cotton as will fully pay off the indebtedness incurred herein, for account of the party of the first part and the net proceeds to be placed to the credit of the account of the party of the first part and in case said indebtedness is not paid at maturity then the said Hiram Robinson is to pay said J. R. Mayson, 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and he assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and he assigns the amount of said indebtedness, goods, wares and merchandise, and all interest thereon; and if there then shall remain any of the proceeds of the sale of the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or he assigns shall, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. R. Mayson Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set

his hand and seal, on the day and year first above written

Hiram Robinson [L. S.]

Trustee [L. S.]

STATE OF MISSISSIPPI, Madison County, } ss.

Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named Hiram Robinson

who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed.

GIVEN under my hand and Official seal, at office, this 30th day of January A. D. 1875.

C. T. Jeffrey, Clerk [L. S.]

STATE OF MISSISSIPPI, Madison County, } ss.

Personally Appeared before the Undersigned, of the said County, the within named Margaret R. Merrieth wife of the said Hiram Robinson who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

GIVEN under my hand and Official seal, at office, this 30th day of January A. D. 1875.

C. T. Jeffrey, Clerk [L. S.]

Filed for Record the 30th

day of January A. D. 1875, at 1:30 P. M o'clock. Recorded the 9th day of February A. D. 1875

Aaron Davis

To } DEED OF TRUST.

J. P. Mayson Trustee

TO SECURE

Margaret R. Alworth

This Indenture, Made and entered into this the 30th day of January A. D. 1875 by and between

Aaron Davis part 4 of the first part, and J. P. Mayson party of the second part, and Margaret R. Alworth

part 4 of the third part, WITNESSETH, That said part 4 of the first part is indebted to the part 4 of the third part in the sum of Three hundred and thirty five Dollars, evidenced by five notes bearing the same date as this

And that whereas the said part 4 of the third part have undertaken and promised to supply the said part 4 of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred and fifty Dollars, from this date until the first day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part 4 of the first part is desirous of securing to the said part 4 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October A. D. 1875. Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part 4 of the second part to the said part 4 of the first part (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit Two mules, one wagon, all his farming implements also the entire crop raised on the land of the said M. R. Alworth rented by said Aaron Davis for the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have no claim in Mississippi by the 1st day of October 1875 such an amount of cotton as will fully pay off the indebtedness incurred herein, for account of the party of the first part, and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity then the said Aaron Davis is to pay said J. P. Mayson 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the allegations herein

If the said part 4 of the first part shall fail or refuse to pay to the said part 4 of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part 4 of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part 4 of the first part and his assigns; and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part 4 of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. P. Mayson Trustee aforesaid,

In Testimony Whereof, The said part 4 of the first part hereunto set his hand and seal, on the day and year first above written. Aaron Davis [L. S.]

STATE OF MISSISSIPPI, Madison County. ss. Personally Appeared, before the Undersigned, Clerk of the Chancery Court of the said County, the within named Aaron Davis who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed, under my hand and Official seal, at office, this 20th day of January A. D. 1875. S. P. Jeffrey Clerk [L. S.]

STATE OF MISSISSIPPI, Madison County. ss. Personally Appeared, before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. Given under my hand and seal, at office, this day of A. D. 1875 [L. S.]

Silas Taylor  
 and  
Elijah Monroelaud  
 To } DEED OF TRUST.  
J. R. Mayson  
 Trustee  
 TO SECURE  
Jerry Wilsons

Filed for Record the 30th  
 day of January A. D. 1875, at 9:30 P. M. o'clock. Recorded the  
9th day of February A. D. 1875

This Indenture, Made and entered into this the  
30th day of January A. D. 1875 by and between  
Silas Taylor and Elijah Monroelaud  
 part us of the first part, and  
J. R. Mayson  
 party of the second part, and  
Jerry Wilsons  
 part us of the third part, WITNESSETH, That said part us of the first part are  
 indebted to the part us of the third part in the sum of  
Twenty five Dollars,

evidenced by their promissory note of this tenor and date  
 + should they fail to pay at maturity, they agree to pay \$35.00 for the rent of the house sold.  
 And that whereas the said part us of the third part have undertaken and promised to supply the said part us of the first part, money, goods, wares and merchandise  
 during the year 1875, to the amount of Twenty five Dollars, from this date until the  
 day of 1st A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;  
 And that whereas the said part us of the first part are desirous of securing to the said part us of the third part the prompt payment of the said indebted-  
 edness at the maturity thereof, and the advances and supplies on or before the 1st day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part y of the  
 second part to the said part us of the first part (the receipt whereof is hereby acknowledged), the said part us of the first part have granted, bargained and sold, and  
 by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described  
 real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:  
(1) One dark bay horse named "Kege"  
(2) One cow and calf, 14 head of hogs, also all the crop of corn,  
cotton fodder, raised on the lands of said Jerry Wilsons this year 1875.

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust,  
 nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said parties of the first part shall bear  
in Canton, Mississippi by the first day of October 20 1875, such an amount of cotton  
as will fully pay off the indebtedness incurred herein; and in case said indebted-  
ness is not paid at maturity then the said parties of the first part are to pay  
said Jerry Wilsons 2 1/2 per cent of the whole of said indebtedness which is agreed  
on as liquidated damages in case of the non performance of the obligations  
therein.

If the said part us of the first part shall fail or refuse to pay to the said part y of the third part, and his assigns, the amount of said indebtedness,  
 goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said  
 party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof  
 as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days'  
 notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more  
 convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the pro-  
 ceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the  
 said part y of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there  
 then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and  
 the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward  
 shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the  
 duties of Trustee, as aforesaid, then and in that case the said part y of the third part or his assigns shall, in writing, appoint another Trustee in his  
 place, whose actings and doings in the premises shall be as binding as if done by the said J. R. Mayson Trustee aforesaid.

In Testimony Whereof, The said part us of the first part hereunto set  
their hands and seal s, on the day and year first above written.  
Silas Taylor [L. S.]  
Elijah Monroelaud [L. S.]  
J. R. Mayson [L. S.]

STATE OF MISSISSIPPI, Madison County, } ss.  
 Personally Appeared before the Undersigned, clerk of the Chancery Court  
 of the said County, the within named Silas Taylor and Elijah Monroelaud  
 who acknowledged that they signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as their act and deed.  
 GIVEN under my hand and Official seal, at office, this 30th day of January A. D. 1875.  
E. S. Jeffrey Clerk [L. S.]

STATE OF MISSISSIPPI, \_\_\_\_\_ County, } ss.  
 Personally Appeared before the Undersigned, \_\_\_\_\_  
 of the said County, the within named \_\_\_\_\_  
 wife of the said \_\_\_\_\_ who, in a private examination, separate and apart from her husband, acknowledged that  
 she signed, sealed, and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or com-  
 pulsion of her said husband.  
 GIVEN under my hand and \_\_\_\_\_ seal, at office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 187 \_\_\_\_\_  
 [L. S.]



Filed for Record the

day of February A. D. 1875, at 3 P. M o'clock. Recorded the 19th day of February A. D. 1875

To } DEED OF TRUST.

C. W. Andrews.

Trustee

TO SECURE

Mayson & Saunders.

This Indenture,

Made and entered into this the

1st day of February A. D. 1875 by and between

part of the first part, and

party of the second part, and

part of the third part, WITNESSETH, That said part of the first part

is indebted to the part of the third part in the sum of

Two hundred Dollars,

evidenced by his promissory note of this tenor and

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of Two hundred Dollars, from this date until the 1st day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

- 1 parcel more named "Snapp"
  - 1 Bay mare mule named "Raney"
  - 1 Two horse wagon
- also all the Cotton, Corn, Potatoes &c that the said party of the first part may raise or earned to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Canton Mississippi by the 1st day of October 1875 such an amount of cotton as will fully pay off the indebtedness incurred herein, and in case said indebtedness is not paid at maturity, then the said party of the first part is to pay said parties of the third part 2% per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the allegations herein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and then assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof; as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and then assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and then assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or then assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set his hand and seal, on the day and year first above written. James P. Hicks [L. S.]

STATE OF MISSISSIPPI, Madison County. ss. Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named Jas P. Hicks who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed: GIVEN under my hand and Official seal, at office, this 1st day of February A. D. 1875. By H. R. C. Bennett C. S. Jeffrey, Clerk [L. S.]

STATE OF MISSISSIPPI, Madison County. ss. Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband GIVEN under my hand and seal, at office, this day of A. D. 1875 [L. S.]

For use of Trust in State of Mississippi

Filed for Record the 30th

day of January A. D. 1875, at 3:15 P. M. o'clock. Recorded the 10th day of February A. D. 1875

Elijah Taylor

To } DEED OF TRUST.

C. W. Andrews

Trustee

TO SECURE

Mayson and Landers

This Indenture, Made and entered into this the 30th day of January A. D. 1875 by and between

Elijah Taylor

part 4 of the first part, and

C. W. Andrews

party of the second part, and J. P. Mayson and D. C. Landers composing the firm of Mayson and Landers

part 10 of the third part, WITNESSETH, That said part 4 of the first part is

indebted to the part 10 of the third part in the sum of

One hundred

Dollars,

evidenced by her promissory note of this tenor &

date. And that whereas the said part 10 of the third part have undertaken and promised to supply the said part 4 of the first part, money, goods, wares and merchandised during the year 1875, to the amount of Twenty five Dollars, from this date until the 1st day of October A. D. 1875; the said money, goods, wares and merchandised being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part 4 of the first part is desirous of securing to the said part 10 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part 4 of the second part to the said part 4 of the first part (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

1- Mound Colored horse mule

also all the cotton, corn, fodder &c that the said party of the first part may raise or cause to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Canton, Mississippi by the 15th day of October A. D. 1875 such an amount of cotton as will fully pay off the indebtedness incurred herein and in case said indebtedness is not paid at maturity then the said party of the first part is to pay said parties of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the allegations therein.

If the said part 4 of the first part shall fail or refuse to pay to the said part 10 of the third part, and heir assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof, as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part 10 of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, and the said party of the second part shall pay the same to the said part 4 of the first part and their assigns, and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part 10 of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

In Testimony Whereof, The said part 4 of the first part hereunto set

her hand and seal, on the day and year first above written.

Attest W. H. Evans  
A. H. Thompson

[L. S.]  
Elijah Taylor  
mark [L. S.]  
[L. S.]  
[L. S.]

The State of Mississippi }  
Madison County } ss  
Personally appeared before me, E. S. Jeffrey Clerk of the Chancery Court, the above named W. H. Evans one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposed and said that he saw the above named Elijah Taylor whose name is subscribed thereto sign, seal and deliver the same to the above named Mayson and Landers, that he, the deponent, subscribed his name as a witness thereto, in the presence of the said Elijah Taylor and that he saw the other subscribing witnesses A. H. Thompson sign the same in the presence of the said Elijah Taylor and in the presence of each other on the day and year therein named  
in testimony whereof, witness my hand and seal of this Court on 30th day of January 1875  
E. S. Jeffrey Clerk

Filed for Record the 30th

day of January A. D. 1875, at 11 A. M. o'clock. Recorded the 10th day of February A. D. 1875

Oscar Aldridge,
Delia Aldridge and
Robert Harris.
To } DEED OF TRUST.
C. W. Andrews.
Trustee
TO SECURE
Mayson & Saunders.

This Indenture, Made and entered into this the 16th day of January A. D. 1875 by and between

Oscar Aldridge, Delia Aldridge & Robert Harris
part w of the first part, and
C. W. Andrews
party of the second part, and J. R. Mayson & D. C. Saunders com-
prising the firm of Mayson & Saunders.
part of the third part, WITNESSETH, That said part w of the first part are
indebted to the parties of the third part in the sum of
Two hundred & fifty three 1/100 Dollars,
evidenced by their promissory note of this tenor and

And that whereas the said part w of the third part have undertaken and promised to supply the said part w of the first part, money, goods, wares and merchandise during the year 1875, to the amount of Two hundred Dollars, from this date until the 1st day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part w of the first part are desirous of securing to the said part w of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part w of the second part to the said part w of the first part (the receipt whereof is hereby acknowledged), the said part w of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part w of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: (1) One dark bay mare mule named "Kit", (2) One mare mule sold by the parties of the first part to the parties of the second part this day also one half interest in a two horse wagon, 1 spotted cow and yearling. Also all the crop of Corn, Cotton, fodder &c. that the parties of the first part may raise or cause to be raised this year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Canton, Mississippi by the first day of October 1875, such an amount of Cotton as will fully pay off the indebtedness incurred hereunder and in case said indebtedness is not paid at maturity, then the said parties of the first part are to pay said parties of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations herein

If the said part w of the first part shall fail or refuse to pay to the said part w of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part w of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part w of the first part and their assigns; and if the said part w of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part w of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

In Testimony Whereof, The said part w of the first part hereunto set their hand and seal, on the day and year first above written.
Eviden. N. H. Thompson J.
D. A. Johns.
Oscar Aldridge [L. S.]
Delia Aldridge [L. S.]
Robert Harris [L. S.]
C. W. Andrews [L. S.]

This deed of trust is delinquent Mayson & Saunders

The State of Mississippi }
Madison County }
Personally appeared before me, C. S. Jeffrey, Clerk of the Chancery Court, the above named N. H. Thompson J., one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposed and said that he saw the above named Oscar Aldridge, Delia Aldridge and Robert Harris above named and subscribed thereto, as grantor and deliver the same to the above named Mayson & Saunders, that he thus did so in the presence of the said Oscar & Delia Aldridge & Robert Harris and that he saw the other subscribing witness D. A. Johns sign the same in the presence of the said Oscar & Delia Aldridge and Robert Harris and in the presence of each other, on the day and year therein named.
See Promissory note of 17th inst. my name and seal of said Court, this 30th day of January 1875.
C. S. Jeffrey
Clerk

Filed for Record the 1<sup>st</sup> day of February A. D. 1875, at 3 P. M. o'clock. Recorded the 10<sup>th</sup> day of February A. D. 1875

To DEED OF TRUST.

David Spudeker Trustee

TO SECURE,

J. L. Spudeker & Son

This Indenture, Made and entered into this the 1<sup>st</sup> day of February A. D. 1875 by and between

part 4 of the first part, and J. L. Spudeker party of the second part, and David Spudeker J. Spudeker & Son part 10 of the third part, WITNESSETH, That said part 4 of the first part indebted to the part of the third part in the sum of Dollars, evidenced by

And that whereas the said part 10 of the third part have undertaken and promised to supply the said part 4 of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred and fifty Dollars, from this date until the 1<sup>st</sup> day of November A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part 4 of the first part is desirous of securing to the said part 10 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of November A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part 4 of the second part to the said part 4 of the first part (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: One bay horse Charlie; one dark bay mare "Frank"; one iron axle wagon bought from Kelley & Murphy, also the entire crop of corn, fodder, cotton &c raised by said J. L. Spudeker on his plantation during the year 1875, by himself or those in his employ.

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Canton, Mississippi by the 1<sup>st</sup> day of November A. D. 1875, such an amount of Cotton as will fully pay off the indebtedness incurred herein, and in case said indebtedness is not paid at maturity then the said J. L. Spudeker is to pay J. Spudeker & Son 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the obligations herein.

If the said part 4 of the first part shall fail or refuse to pay to the said part 10 of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in any or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part 10 of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there shall be any surplus of the proceeds of said sale, then the said party of the second part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be full and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part 10 of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said David Spudeker Trustee aforesaid.

In Testimony Whereof, The said part 4 of the first part hereunto set his hand and seal, on the day and year first above written. J. L. Spudeker [L. S.]

STATE OF MISSISSIPPI, Madison County, ss. Personally Appeared before the Undersigned, Clerk of the Chancery Court, of the said County, the within named J. L. Spudeker who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed, given under my hand and Official seal, at office, this 1<sup>st</sup> day of February A. D. 1875. By H. R. C. Bennett, D.C. C. S. Jeffrey, Clerk. [L. S.]

STATE OF MISSISSIPPI, County, ss. Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. Given under my hand and seal, at office, this day of A. D. 187 [L. S.]

Vertical handwritten text on the left margin: "I have seen this Deed signed by J. L. Spudeker & Son"

Filed for Record the 14th day of February A. D. 1875, at 3 P. M. o'clock. Recorded the 10th day of February A. D. 1875

M. J. Gaar

To DEED OF TRUST.

C. W. Andrews

Trustee

TO SECURE

Mayson & Saunders

This Indenture, Made and entered into this the 14th day of February A. D. 1875 by and between

M. J. Gaar

part of the first part, and

C. W. Andrews

party of the second part, and J. R. Mayson & D. C. Saunders

composing the firm of Mayson & Saunders

part of the third part, WITNESSETH, That said part of the first part

indebted to the part of the third part in the sum of

+ Five hundred +

Dollars,

evidenced by his promissory note of this tenor

date.

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of + Five hundred + Dollars, from this date until the 1st day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 14th day of October A. D. 1875;

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

(1) One bay pack mare mule named "Sally"

(2) Ten cows and 1 wagon

Also all the crop of Cotton, Corn, fodder, & that the party of the first part may raise or cause to be raised this year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall secure

in Canton Mississippi by the 1st day of October A. D. 1875, such an amount of cotton as will fully pay off the indebtedness incurred herein, and in case said indebtedness is not paid at maturity, then the said M. J. Gaar is to pay said Mayson and Saunders 2 1/2 per cent. of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations herein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and then assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County; or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and his assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set their hands and seals, at the City of Canton, Mississippi, this 14th day of February, 1875.

M. J. Gaar [L. S.]

C. W. Andrews [L. S.]

J. R. Mayson [L. S.]

D. C. Saunders [L. S.]

STATE OF MISSISSIPPI, Madison County, ss. Personally Appeared before the Undersigned, Clerk of the Chancery Court

of the said County, the within named M. J. Gaar

who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed.

GIVEN under my hand and Official seal, at office, this 14th day of February A. D. 1875.

By H. R. Chewell OC. [L. S.]

STATE OF MISSISSIPPI, Madison County, ss. Personally Appeared before the Undersigned,

of the said County, the within named

wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

GIVEN under my hand and seal, at office, this day of A. D. 1875.

Vertical text on the left margin: This is a copy of the original...

Filed for Record the 14<sup>th</sup>

day of February A. D. 1875, at 2 P. M. o'clock. Recorded the 10<sup>th</sup> day of February A. D. 1875

This Indenture, Made and entered into this the 1<sup>st</sup> day of February A. D. 1875 by and between

C. J. Alworth and B. C. Alworth

part *is* of the first part, and

Jerry Wilson

party of the second part, and

John Wilson

part *y* of the third part, WITNESSETH, That said part *is* of the first part *is* indebted to the part *y* of the third part in the sum of *Green Hart & Louis a* *Hart in the sum of eight & eight 2/100 dollars* Dollars, evidenced by

*Carrie J. Alworth*

and

*B. C. Alworth*

To } DEED OF TRUST.

*Jerry Wilson*

Trustee

TO SECURE

*John Wilson*

And that whereas the said part *y* of the third part have undertaken and promised to supply the said part *y* of the first part, money, goods, wares and merchandises during the year 1875, to the amount of \_\_\_\_\_ Dollars, from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1875, the said money, goods, wares and merchandises being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part *y* of the first part *is* desirous of securing to the said part *y* of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part *y* of the second part to the said part *y* of the first part (the receipt whereof is hereby acknowledged), the said part *y* of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part *y* of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of *Madison* in the State of Mississippi, to-wit:

(1) *One bale Cotton to weigh 450 pounds.*

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: *That the said party of the first part shall leave in Canton Mississippi by the 1<sup>st</sup> day of October A.D. 1875 such an amount of Cotton as will fully pay off the indebtedness incurred hereunder. Said Cotton to be shipped by the party of the third part to; and in case said indebtedness is not paid at maturity then the said party of the first part is to pay said party of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the obligation therein.*

If the said part *y* of the first part shall fail or refuse to pay to the said part *y* of the third part, and *he* assigns, the amount of said indebtedness, goods, wares and merchandises, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said part *y* of the second part, or the successor of him, may and take possession of said real and personal estate, and sell the same, or so much thereof, as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving \_\_\_\_\_ days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in \_\_\_\_\_ or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part *y* of the third part and *he* assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall appear any surplus of said sale, then the said part *y* of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon; and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part *y* of the third part or *he* assigns shall, in writing, appoint another Trustee in his place; whose actings and doings in the premises shall be as binding as if done by the said *J. Wilson* Trustee aforesaid.

In Testimony Whereof, The said part *y* of the first part hereunto set

*their* hand and seal, on the day and year first above written

*Carrie J. Alworth*

*B. C. Alworth*

STATE OF MISSISSIPPI, *Madison* County, } ss.

Personally Appeared before the Undersigned, *Clerk of the Chancery Court*

of the said County, the within named *B. C. Alworth*

who acknowledged that *he* signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as *his* act and deed?

GIVEN under my hand and *Official* seal, at office, this *1<sup>st</sup>* day of *February* A. D. 1875.

*By H. R. C. Brumwell, Off.* *C. S. Jeffrey, Clk.* [L. S.]

STATE OF MISSISSIPPI, *Madison* County, } ss.

Personally Appeared before the Undersigned, *Clerk of the Chancery Court*

of the said County, the within named *Carrie J. Alworth*

wife of the said *B. C. Alworth* who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

GIVEN under my hand and *Official* seal, at office, this *1<sup>st</sup>* day of *February* A. D. 1875.

*By H. R. C. Brumwell* *C. S. Jeffrey, Clk.* [L. S.]

*Settled in full this Jan'y. 3<sup>rd</sup> 1876. J. G. H. H. H.*

Filed for Record the 14th

day of February A. D. 1875, at 12 50 PM o'clock. Recorded the 10th day of February A. D. 1875

Guilford Nicholson

TO DEED OF TRUST.

Lecior Kuhn

Trustee

TO SECURE

Charles L. Gross

This Indenture, Made and entered into this the

first day of February A. D. 1875 by and between

Guilford Nicholson

part 4 of the first part, and

Lecior Kuhn

party of the second part, and

Charles L. Gross

part 4 of the third part, WITNESSETH, That said part

of the first part

indebted to the part

of the third part in the sum of

Dollars,

evidenced by

And that whereas the said part 4 of the third part have undertaken and promised to supply the said part 4 of the first part, money, goods, wares and merchandise during the year 1875, to the amount of Fifteen hundred Dollars, from this date until the first day of November A. D. 1875; the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part 4 of the first part is desirous of securing to the said part 4 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of November A. D. 1875;

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part 4 of the second part to the said part 4 of the first part (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit 1/2, 1/4, less 2 acres, sect 31, T9, R2, E, 1/2, S 1/4, sect 30, T9, R2, E; E 1/2, + E 1/2, 1/4, + 1/2, E 1/2, + 1/4, and 5 acres off S 1/2, E 1/2, S 1/4, sect 25, T9, R1, E; N E 1/4, + 15 acres off N end S E 1/4 sect 36, T9, R1 East with all improvements thereon also the entire crop of cotton made and gathered by said Guilford Nicholson or his employees during the year of eighteen hundred and seventy five on any lands in Madison Co. Miss also any Cotton that may come in the possession of said Guilford Nicholson for rent for 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Canton, Mississippi by the 1st day of November A.D. 1875 such an amount of cotton as will fully pay off the indebtedness incurred herein, said cotton to be shipped by the party of the third part to New Cotton Factor in New Orleans, La, for account of the party of the first part, and the net proceeds to be placed to the credit of the account of the party of the first part and in case said indebtedness is not paid at maturity, then the said Guilford Nicholson is to pay said Chas. L. Gross 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part 4 of the first part shall fail or refuse to pay to the said part 4 of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise; on or before the maturity thereof, and all interest which shall accrue thereon; and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part 4 of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part 4 of the first part and his assigns, and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part 4 of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Lecior Kuhn Trustee aforesaid.

In Testimony Whereof, The said part 4 of the first part hereunto set

[L. S.]

his hand and seal, on the day and year first above written.

Guilford Nicholson

[L. S.]

[L. S.]

[L. S.]

The State of Mississippi Madison County

Personally appeared before me, David Pi...

grec, Clerk of the Circuit Court of the County of Madison the above named Guilford Nicholson 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 1st day of February A.D. 1875

Seal of David Pi...

David Pi... Clerk

Submitted records to 1876

Filed for Record the

day of February 10th A. D. 1875; at 12:57 P. M. o'clock. Recorded the day of February 10th A. D. 1875

This Indenture

Made and entered into this the 10th day of February A. D. 1875 by and between

Wm Ludlow

To DEED OF TRUST.

C. W. Andrews

Trustee

TO SECURE

Mayson and Saunders.

part of of the first part, and C. W. Andrews party of the second part, and J. R. Mayson + D. C. Saunders, comprising the firm of Mayson and Saunders. part of of the third part, WITNESSETH, That said part of of the first part is indebted to the part of the third part in the sum of + One thousand & thirty one & 00/100 Dollars, evidenced by his promissory note of this tenor and date:

And that whereas the said part of of the third part have undertaken and promised to supply the said part of of the first part, money, goods, wares and merchandise during the year 1875, to the amount of + One thousand & 75 Dollars, from this date until the 1st day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of of the first part is desirous of securing to the said part of of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of of the second part to the said part of of the first part (the receipt whereof is hereby acknowledged), the said part of of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

- 1 mare mule named "Mary", 1 mare mule named "Jennie"
1 mule named "Pat"; 1 mule named "Tom"
1 mule named "Put", 1 two year old mule
1 Wagon; 1 buggy; 2 yokes Oxen + 20 head of cattle; also all the Cotton, corn, fodder, &c that the said party of the 1st part may raise or cause to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Canton Mississippi by the 1st day of October A.D. 1875, such an amount of Cotton as will pay off the indebtedness incurred hereon; and in case said indebtedness is not paid at maturity, then the said party of the first part is to pay said parties of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the obligations herein.

If the said part of of the first part shall fail or refuse to pay to the said part of of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving three days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in some or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of of the third part and their assigns; and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said party of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

In Testimony Whereof, The said part of of the first part hereunto set

his hand and seal, on the day and year first above written

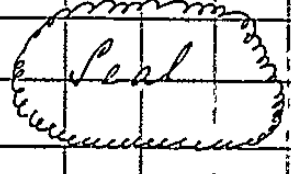
William Ludlow

[L. S.] [L. S.] [L. S.] [L. S.]

The State of Mississippi Madison County

David Piquet, Clerk of the Circuit Court of the County of Madison, the above named William Ludlow 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 of said Court this 10th day of February A.D. 1875.



David Piquet Clerk.



Filed for Record the

day of February 10th A. D. 1875, at 9 A. M. o'clock. Recorded the day of February A. D. 1875

S. A. D. Goarins Jr.

William Lewis

Harrison Speaker

To DEED OF TRUST.

S. P. Key

Trustee

TO SECURE

A. Warner

This Indenture,

Made and entered into this the

27th day of January A. D. 1875 by and between

S. A. D. Goarins Jr., William Lewis and Harrison Speaker part of the first part, and

S. P. Key

party of the second part, and

A. Warner

part of the third part, WITNESSETH, That said part of the first part are

indebted to the part of the third part in the sum of

(\$300.00) Three hundred Dollars,

evidenced by Book account being the piece of two

brown horse mules bought of party of the third part

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of \$300 Three hundred Dollars, from this date until the first day of November A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part are desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: Two brown horse mules bought of said party of the third part, together with all the crops of cotton, corn &c to be raised by said parties of the first part the present year (1875) in said County and State.

To have and to hold the said unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said parties of the first part should have at Calhoun Station, Mississippi, by the first day of November 20 1875, such an amount of Cotton as will fully pay off the indebtedness incurred herein, said Cotton to be shipped by the party of the third part to New Orleans, La, for account of the party of the first part and the net proceeds to be placed to the credit of the account of the party of the first part and in case said indebtedness is not paid at maturity, then the said parties of the first part are to pay said party of the third part, 2 1/2 per cent of the whole of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving five days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and their assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said S. P. Key Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set

S. A. D. Goarins Jr. [L. S.]

William Lewis [L. S.]

Harrison Speaker [L. S.]

[L. S.]

their hands and seals, on the day and year first above written.

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Justice of the Peace of the said County, the within named S. A. D. Goarins Jr., William Lewis and Harrison Speaker who acknowledged that they signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as their act and deed.

GIVEN under my hand and seal, at office, this 27th day of January A. D. 1875.

C. W. Williams J.P. [L. S.]

STATE OF MISSISSIPPI, County, ss.

Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

GIVEN under my hand and seal, at office, this day of A. D. 187

[L. S.]

Guilford Taylor  
 and  
Hamilton Taylor, his wife  
 To } DEED OF TRUST.  
S. P. Key  
 Trustee  
 TO SECURE  
A. Warner

Filed for Record the 1<sup>st</sup>  
 day of February A. D. 1875, at 9<sup>th</sup> M. o'clock. Recorded the  
10<sup>th</sup> day of February A. D. 1875

**This Indenture**, Made and entered into this the  
27<sup>th</sup> day of January A. D. 1875 by and between  
Guilford Taylor & Hamilton Taylor his wife  
 part us of the first part, and  
S. P. Key  
 party of the second part, and  
A. Warner  
 part y of the third part, WITNESSETH, That said part us of the first part are

indebted to the part y of the third part in the sum of  
(\$15000) One hundred and fifty 00 Dollars,  
 evidenced by book account, the price of a cotton bag

mare mule bought of party of the third part.  
 And that whereas the said part y of the third part have undertaken and promised to supply the said part us of the first part, money, goods, wares and merchandises during the year 1875, to the amount of (\$10000) One hundred 00 Dollars, from this date until the first day of November A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part us of the first part are desirous of securing to the said part y of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part y of the second part to the said part us of the first part (the receipt whereof is hereby acknowledged), the said part us of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: Acres in tract of land in said County and State bought of J. M. Stone and wife C. C. Stone in Township 8 R. 3 East, containing eight and half acres more or less and one bag mare mule bought of said A. Warner, one cow and calf together with all the crops of corn cotton to be raised by said parties of the first part the present year 1875 in said County and State

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said parties of the first part shall have at Calhoun Station Mississippi by the first day of November A.D. 1875, such an amount of Cotton as will fully pay off the indebtedness incurred herein, said Cotton to be shipped by the party of the third part to New Orleans, La., for account of the parties of the first part and the net proceeds to be placed to the credit of the account of the party of the first part and in case said indebtedness is not paid at maturity then the said parties of the first part are to pay said party of the first part 2% per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations herein

If the said part us of the first part shall fail or refuse to pay to the said part y of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving five days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part y of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part y of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said S. P. Key Trustee aforesaid.

In Testimony Whereof, The said part us of the first part hereunto set  
 their hands and seal, on the day and year first above written.  
Guilford Taylor [L. S.]  
Hamilton Taylor [L. S.]  
S. P. Key [L. S.]  
A. Warner [L. S.]

STATE OF MISSISSIPPI, Madison County, } ss.  
 Personally Appeared before the Undersigned, A Justice of the Peace  
 of the said County, the within named Guilford Taylor  
 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, at office, this 27<sup>th</sup> day of January A. D. 1875.  
C. W. Williams J.P. [L. S.]

STATE OF MISSISSIPPI, Madison County, } ss.  
 Personally Appeared before the Undersigned, A Justice of the Peace  
 of the said County, the within named Hamilton Taylor  
 wife of the said Guilford Taylor who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.  
 GIVEN under my hand and seal, at office, this 27<sup>th</sup> day of January A. D. 1875.  
C. W. Williams J.P. [L. S.]

828

George Harvey on Feb 10th 1875

Filed for Record the

day of February 10th A.D. 1875, at 11 1/2 M o'clock Recorded the day of February A.D. 1875

This Indenture,

Made and entered into this the 30th day of January A.D. 1875 by and between

W. B. Coates part of the first part, and J. A. Reed part of the second part, and George Harvey part of the third part, WITNESSETH, That said part of the first part indebted to the part of the third part in the sum of Ten hundred Dollars, evidenced by promissory note

To DEED OF TRUST.

J. A. Reed

Trustee

TO SECURE

George Harvey

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875; to the amount of Ten hundred Dollars, from this date until the 1st day of October A.D. 1875; the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part of the first part desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A.D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: One mare mule named "Polly"; One horse mule named "Milk" and one pony named "Jim" and one four horse wagon and all the crops of cotton, corn and other produce raised on the Hill place during the year 1875 and also the foder

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall leave in Canton, Mississippi, by the 1st day of October 1875 such an amount of cotton as will fully pay off the indebtedness incurred herein, said cotton to be shipped by the party of the first part to his Cotton Factor in New Orleans, La., for account of the party of the first part and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity then the said W. B. Coates is to pay said George Harvey 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the allegations herein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and his assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. A. Reed Trustee aforesaid;

In Testimony Whereof, The said part of the first part hereunto set

his and seal, on the day and year first above written. W. B. Coates [L. S.]

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named W. B. Coates who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed. GIVEN under my hand and Official seal, at office, this 12th day of February A.D. 1875.

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. GIVEN under my hand and seal, at office, this day of A.D. 1875.

James Branch  
 and  
Fanny Branch, his wife  
 To } DEED OF TRUST.  
S. P. Key  
 Trustee  
 TO SECURE  
A. Warner

Filed for Record the 14<sup>th</sup>  
 day of February A. D. 1875, at P. A. M. o'clock. Recorded the  
10<sup>th</sup> day of February A. D. 1875

**This Indenture,** Made and entered into this the  
29<sup>th</sup> day of January A. D. 1875 by and between  
James Branch and Fanny Branch, his wife  
 part us of the first part, and  
S. P. Key  
 party of the second part, and  
A. Warner  
 part y of the third part, WITNESSETH, That said part us of the first part are

indebted to the part y of the third part in the sum of  
 (\$ 135<sup>35</sup>/<sub>100</sub>) one hundred and thirty five and 35/100 Dollars,  
 evidenced by book account, the price of a certain

mule bought of party of the third part  
 And that, whereas the said part y of the third part have undertaken and promised to supply the said part us of the first part, money, goods, wares and merchandise during the year 1876, to the amount of (\$ 200<sup>00</sup>) Two hundred Dollars, from this date until the first day of November A. D. 1875, the said money, goods, wares, and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part us of the first part are desirous of securing to the said part y of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part y of the second part to the said part us of the first part (the receipt whereof is hereby acknowledged), the said part us of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: one brown mare mule together with all the crops of cotton, corn &c to be raised the present year 1875, in said county and state

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said parties of the first part shall have at Calhoun Station, Mississippi, by the first day of November A. D. 1875, such an amount of cotton as will fully pay off the indebtedness incurred herein said cotton to be shipped by said party of the third part to New Orleans, La., for account of the party of the first part and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity, then the said parties of the first part are to pay said party of the third part 2% per cent. of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations herein

If the said part us of the first part shall fail or refuse to pay to the said part y of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, and the cost and cost of the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving five days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part y of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there shall assign; and if the said part us of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part y of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said S. P. Key Trustee aforesaid.

In Testimony Whereof, The said part us of the first part hereunto set  
their hand and seal, on the day and year first above written.  
James x Branch [L. S.]  
Fanny x Branch [L. S.]  
S. P. Key [L. S.]  
A. Warner [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss.  
 Personally Appeared before the Undersigned, A Justice of the Peace  
 of the said County, the within named James Branch  
 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, at office, this 29<sup>th</sup> day of January A. D. 1875.  
Ch. Williams, J.P. [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss.  
 Personally Appeared before the Undersigned, A Justice of the Peace  
 of the said County, the within named Fanny Branch  
 wife of the said James Branch who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.  
 GIVEN under my hand and seal, at office, this 29<sup>th</sup> day of January A. D. 1875.  
Ch. Williams, J.P. [L. S.]

630

Proceeds of Sale Filed for Record the 1st

THE OF Geo. D. Dickinson  
 TO } **DEED OF TRUST.**  
S. P. Key  
 Trustee  
 TO SECURE  
A. Warner

day of February A. D. 1875, at 9 A M o'clock. Recorded the  
10<sup>th</sup> day of February A. D. 1875

**This Indenture,** Made and entered into this the  
27<sup>th</sup> day of January A. D. 1875 by and between  
Geo. D. Dickinson  
 part of the first part, and  
S. P. Key  
 party of the second part, and  
A. Warner  
 part of the third part, WITNESSETH, That said part of the first part is  
 indebted to the part of the third part in the sum of  
(\$150<sup>00</sup>) Fifty Dollars,  
 evidenced by Book account

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of (\$150<sup>00</sup>) One hundred and fifty Dollars, from this date until the 1<sup>st</sup> day of November A. D. 1875; the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of November A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit One black horse, mule named "Pack"; one two-horse wagon; together with all the crops of corn, cotton, &c. to be raised the present year 1875 in said County and State.

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall send at Calhoun Station Mississippi by the 1<sup>st</sup> day of November A.D. 1875 such an amount of Cotton as will fully pay off the indebtedness incurred herein, said Cotton to be shipped by the party of the third part to New Orleans, La., for account of the party of the first part; and the net proceeds to be placed to the credit of the account of the party of the first part; and in case said indebtedness is not paid at maturity, then the said party of the first part is to pay said party of the second part 2 1/2 per cent. of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations herein.

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and his assigns, the amount of said indebtedness; goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving five days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and his assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actions and doings in the premises shall be as binding as if done by the said S. P. Key Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set  
Geo. D. Dickinson [L. S.]  
 and seal, on the day and year first above written.

**STATE OF MISSISSIPPI,** Madison County, ss.  
 Personally Appeared before the Undersigned, A Justice of the Peace  
 of the said County, the within named Geo. D. Dickinson  
 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, at office, this 27<sup>th</sup> day of January A. D. 1875.

**STATE OF MISSISSIPPI,** Madison County, ss.  
 Personally Appeared before the Undersigned,  
 of the said County, the within named \_\_\_\_\_  
 wife of the said \_\_\_\_\_ who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.  
 Given under my hand and seal, at office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1875.

James Johnston  
 and  
Louisa Johnston, his wife  
 To } DEED OF TRUST.  
S. P. Key  
 Trustee  
 TO SECURE  
A Warner

Filed for Record the 1<sup>st</sup>  
 day of February A. D. 1875, at 9 A. M. o'clock. Recorded the  
11<sup>th</sup> day of February A. D. 1875

This Indenture, Made and entered into this the  
29<sup>th</sup> day of January A. D. 1875 by and between  
James Johnston and Louisa Johnston his wife  
 part us of the first part, and  
S. P. Key  
 party of the second part, and  
A. Warner  
 part y of the third part, WITNESSETH, That said part us of the first part  
(\$125 <sup>25</sup>/<sub>100</sub>) indebted to the part y of the third part in the sum of  
(\$125 <sup>25</sup>/<sub>100</sub>) One hundred twenty five <sup>25</sup>/<sub>100</sub> Dollars,  
 evidenced by book account the price of a certain Gray

mare made bought of said party of the third part  
 And that whereas the said part y of the third part have undertaken and promised to supply the said part us of the first part, money, goods, wares and merchandises during the year 1875, to the amount of (\$200 <sup>00</sup>/<sub>100</sub>) two hundred Dollars, from this date until the first day of November A. D. 1875, the said money, goods, wares and merchandises being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part us of the first part are desirous of securing to the said part y of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part y of the second part to the said part y of the first part (the receipt whereof is hereby acknowledged), the said part us of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: one mare  
made the same bought of party of the third part together with all the crops of  
cotton, coin, &c to be raised the present year 1875 in said County and State.

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said parties of the first part shall have at  
Cathartes Station Mississippi by the 1<sup>st</sup> day of November 1875 such an amount of cotton  
as will fully pay off the indebtedness incurred herein, said party of the third part  
to New Orleans, La., for account of the parties of the first part and the net proceeds to  
be placed to the credit of the account of the party of the first part and in case said indebted-  
ness is not paid at maturity, then the said parties of the first part are to pay said 11 percent  
2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages  
in case of the non-performance of the allegations herein

If the said part us of the first part shall fail or refuse to pay to the said part y of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said part y of the second part, or the successor of him, may and shall enter and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton; at public auction, to the highest bidder for cash, after giving five days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part y of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest thereon; and if there then shall remain any surplus of the proceeds of said sale, well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part y of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said S. P. Key Trustee aforesaid.

In Testimony Whereof, The said part us of the first part hereunto set  
their hands and seals, on the day and year first above written.  
James Johnston [L. S.]  
Louisa Johnston [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss.  
 Personally Appeared before the Undersigned, A Justice of the Peace  
 of the said County, the within named James Johnston  
 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, at office, this 29<sup>th</sup> day of January A. D. 1875.  
C. W. Williams J.P. [L. S.]

STATE OF MISSISSIPPI, Madison County. } ss.  
 Personally Appeared before the Undersigned, A Justice of the Peace  
 of the said County, the within named Louisa Johnston  
 wife of the said James Johnston who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband  
 GIVEN under my hand and seal, at office, this 29<sup>th</sup> day of January A. D. 1875.  
C. W. Williams J.P. [L. S.]

Filed for Record the 12<sup>th</sup>

day of February A. D. 1875, at 3.30 P. M. o'clock Recorded the 11<sup>th</sup> day of February A. D. 1875

To DEED OF TRUST.

J. P. Mayson Trustee

TO SECURE

Margaret R. Sleworth

This Indenture,

Made and entered into this the 10<sup>th</sup> day of February A. D. 1875 by and between

part of the first part, and Robert Tucker J. P. Mayson party of the second part, and Margaret R. Sleworth part of the third part, WITNESSETH, That said part of the first part is indebted to the part of the third part in the sum of three hundred Dollars, evidenced by his note bearing the same date as this

indenture. And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of two hundred Dollars, from this date until the first day of October A. D. 1875; the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October A. D. 1875; Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: two mules, all the farming implements also the entire crop raised on the plantation of Margaret R. Sleworth rented by Robert Tucker.

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Canton Mississippi by the 1<sup>st</sup> day of October 1875, such an amount of Cotton as will fully pay off the indebtedness incurred herein, said Cotton to be shipped by the party of the third part to, and in case said indebtedness is not paid at maturity, then the said party of the first part is to pay said 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the obligations therein.

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and her assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving 10 days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and her assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and her assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or her assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. P. Mayson Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set [L. S.]

his and seal, on the day and year first above written Robert Tucker [L. S.] [L. S.] [L. S.]

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named Robert Tucker who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his not and deed.

GIVEN under my hand and Official seal, at office, this 12<sup>th</sup> day of February A. D. 1875. By H. R. C. Bevell D.C. E. S. Jeffery Clerk [L. S.]

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband

GIVEN under my hand and seal, at office, this day of A. D. 187 [L. S.]

Filed for Record the

day of February A. D. 1875, at 3:30 P. M. o'clock. Recorded the 11th day of February A. D. 1875

This Indenture,

Made and entered into this the 1st day of February A. D. 1875 by and between

Walter Franklin

To DEED OF TRUST.

C. W. Andrews

Trustee

TO SECURE

Mayson & Saunders

part of the first part, and C. W. Andrews

party of the second part, and L. R. Mayson & D. C. Saunders

composing the firm of Mayson & Saunders

part of the third part, WITNESSETH, That said part of the first part

indebted to the part of the third part in the sum of Two hundred and twenty five Dollars, evidenced by his promissory note of this tenor and

date And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred and fifty Dollars, from this date until the 1st day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part of the first part desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

- 1 Black mare mule named Cliza
1 Bay mare mule named Susan
1 Wagon and 1 Cow and Calf
1 Black mare mule named Mary

Also all the cotton, corn, fodder, potatoes &c that the said party of the first part may raise or cause to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall leave in Canton Mississippi by the 1st day of October A. D. 1875, such an amount of cotton as will fully pay off the indebtedness incurred herein, and in case said indebtedness is not paid at maturity then the said party of the first part is to pay said parties of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the obligations herein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in some convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and his assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set

his hand and seal, on the day and year first above written.

Walter Franklin

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Clerk of the Chancery Court.

of the said County, the within named Walter Franklin

who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed.

GIVEN under my hand and Official seal, at office, this 1st day of February A. D. 1875.

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned,

of the said County, the within named who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband

GIVEN under my hand and seal, at office, this day of A. D. 1875



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Filed for Record the

day of February A. D. 1875, at 3:09 P M o'clock. Recorded the 11th day of February A D 1875

Lummanuel M. Murray  
Sampson Harris and  
Alfred Coates

To DEED OF TRUST.

C. W. Andrews

Trustee

TO SECURE

Mayson & Saunders

This Indenture,

Made and entered into this the

1st day of February A. D. 1875 by and between

Lummanuel M. Murray,  
Sampson Harris and Alfred Coates  
part us of the first part, and

C. W. Andrews  
party of the second part, and J. P. Mayson and D. C. Saunders  
composing the firm of Mayson & Saunders

part us of the third part, WITNESSETH, That said part us of the first part

are indebted to the part us of the third part in the sum of  
One hundred and twenty three 53/100 Dollars,  
evidenced by their promissory note of the 1st day of

And that whereas the said part us of the third part have undertaken and promised to supply the said part us of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred and fifty Dollars, from this date until the 1st day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part us of the first part are desirous of securing to the said part us of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A. D. 1875.

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part us of the second part to the said part us of the first part (the receipt whereof is hereby acknowledged), the said part us of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part us of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

- 1. Black Mare named "Pallas"
- 1. Dark bay mare named "Mollie"
- 1. Wagon & 1 yoke oxen

All all the cotton, corn, fodder, potatoes &c that the said parties of the first part may raise or cause to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said parties of the first part shall have in Canton Mississippi by the 1st day of October A. D. 1875 such an amount of cotton as will fully pay off the indebtedness incurred herein, and in case said indebtedness is not paid at maturity, then the said parties of the first part are to pay said parties of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations herein

If the said part us of the first part shall fail or refuse to pay to the said part us of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof, as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part us of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part us of the first part and their assigns; and if the said part us of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part us of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

In Testimony Whereof, The said part us of the first part hereunto set

their hands and seals, on the day and year first above written.  
Lummanuel M. Murray [L. S.]  
Sampson Harris [L. S.]  
Alfred Coates [L. S.]

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named Lummanuel M. Murray, Sampson Harris & Alfred Coates who acknowledged that they signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as their act and deed GIVEN under my hand and Official seal, at office, this 1st day of February A. D. 1875

L. P. Jeffrey Clerk [L. S.]

STATE OF MISSISSIPPI, County, ss.

Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband GIVEN under my hand and seal, at office, this day of A. D. 1875

[L. S.]

Filed for Record the 1<sup>st</sup>

day of February A. D. 1875, at 3 P. M. o'clock. Recorded the 11<sup>th</sup> day of February A. D. 1875

Taylor Johnston

To } DEED OF TRUST.

R. L. Savage

Trustee

TO SECURE

P. W. Holland

This Indenture, Made and entered into this the 1<sup>st</sup> day of February A. D. 1875 by and between

part of the first part, and Taylor Johnston

party of the second part, and R. L. Savage

part of the third part, WITNESSETH, That said part of the first part is justly indebted to the part of the third part in the sum of Dollars,

evidenced by his promissory note of even date with

This instrument payable to P. W. Holland or order on 1<sup>st</sup> October 1875 And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandises during the year 1875 to the amount of Dollars, from this date until the day of A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: All crops of all kinds, cotton, corn, fodder, peas, potatoes raised or to be raised by the said first party, or any one for his use and benefit on the Mrs E. W. Pinley place in said County during the year 1875 or any subsequent year.

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Canton Mississippi by the first day of October 1875, such an amount of cotton as will fully pay off the indebtedness incurred herein; and in case said indebtedness is not paid at maturity then the said Taylor Johnston is to pay said P. W. Holland 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations herein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving five days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and his assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and his assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said R. L. Savage Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set his hand and seal, on the day and year first above written. Taylor Johnston [L. S.] mark [L. S.] [L. S.] [L. S.]

STATE OF MISSISSIPPI, Madison County, ss. Personally Appeared before the Undersigned, Mayor of Canton, ex officio a J.P. of the said County, the within named Taylor Johnston 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, at office, this 1<sup>st</sup> day of February A. D. 1875. Robert Parrell, Mayor [L. S.]

STATE OF MISSISSIPPI, Madison County, ss. Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. GIVEN under my hand and seal, at office, this day of A. D. 1875 [L. S.]

Filed for Record the

day of February A. D. 1875, at 9 A. M. o'clock. Recorded the 15<sup>th</sup> day of February A. D. 1875

To } DEED OF TRUST.

S. P. Key

Trustee

TO SECURE

A. Warner

This Indenture,

Made and entered into this the

28<sup>th</sup> day of January A. D. 1875 by and between

Hilman Payer

part of the first part, and

S. P. Key

party of the second part, and

A. Warner

part of the third part, WITNESSETH, That said part of the first part

indebted to the part of the third part in the sum of

\$ 31.75 Dollars,

evidenced by Book account

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of \$ 500 Dollars, from this date until the first day of November A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November A. D. 1875

Now Therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit one bay mare named "Mudge", one cow, one two-horse wagon, one buggy together with all the crops of Cotton, Corn, &c. to be raised the present year 1875, in said County and State

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say That the said party of the first part shall have at Cahoon, Mississippi, by the 1<sup>st</sup> day of Nov. A.D. 1875, such an amount of Cotton as will fully pay off the indebtedness herein incurred, said Cotton to be shipped by the party of the third part to New Orleans. So for account of the party of the first part and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity, then the said party of the first part is to pay said party of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of their non-performance of the allegations therein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and he assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving five days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and he assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and he assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or he assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said S. P. Key Trustee aforesaid.

In Testimony Whereof, The said part of the first part hereunto set his hand and seal, on the day and year first above written

Hilman Payer [L. S.]

STATE OF MISSISSIPPI, Madison County, } ss.

Personally Appeared before the Undersigned, A. Justice of the Peace of the said County, the within named Hilman Payer 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, at office, this 28<sup>th</sup> day of January A. D. 1875

C. W. Williams, JP [L. S.]

STATE OF MISSISSIPPI, Madison County, } ss.

Personally Appeared before the Undersigned, A. Justice of the Peace of the said County, the within named \_\_\_\_\_ wife of the said \_\_\_\_\_ who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed; freely, without any fear, threats or compulsion of her said husband. GIVEN under my hand and seal, at office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1875

[L. S.]

Filed for Record the 2<sup>nd</sup>

day of February, A. D. 1875, at 12 M. o'clock. Recorded the 15<sup>th</sup> day of February, A. D. 1875

To } DEED OF TRUST.  
C. W. Andrews  
Trustee  
TO SECURE  
Mary Ann C. Saunders

This Indenture, Made and entered into this the 2<sup>nd</sup> day of February, A. D. 1875 by and between

part 4 of the first part, and C. W. Andrews party of the second part, and J. R. Maysom & D. S. Saunders comprising the firm of Maysom & Saunders part iii of the third part, WITNESSETH, That said part 4 of the first part is indebted to the part iii of the third part in the sum of One hundred and fifty Dollars, evidenced by

And that whereas the said part iii of the third part have undertaken and promised to supply the said part 4 of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred and fifty Dollars, from this date until the 31<sup>st</sup> day of October, A. D. 1875; the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; And that whereas the said part 4 of the first part is desirous of securing to the said part iii of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October, A. D. 1875

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said part 4 of the second part to the said part 4 of the first part (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: One house which was named "Jessie" Also all the Cotton, corn, fodder, potatoes &c that the said party of the first part may raise or cause to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say: That the said party of the first part shall have in Madison, Mississippi by the first day of October A. D. 1875 such an amount of Cotton as will fully pay off the indebtedness incurred herein, and in case said indebtedness is not paid at maturity, then the said party of the first part is to pay said parties of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations therein

If the said part 4 of the first part shall fail or refuse to pay to the said part iii of the third part, and this assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in some city or Canton, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale by advertising in the newspaper published in said County, or by posting advertisements thereof in some or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part iii of the third part and this assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to said part 4 of the first part and this assigns; and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part iii of the third part or this assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid.

In Testimony Whereof, The said part 4 of the first part hereunto set hand and seal, on the day and year first above written. John W. Pate

STATE OF MISSISSIPPI, Madison County. Personally Appeared before the Undersigned, Clerk of the Chancery Court of the said County, the within named John W. Pate who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his voluntary act and deed GIVEN under my hand and Official seal, at office, this 2<sup>nd</sup> day of February, A. D. 1875. L. S. Jeffrey Clerk

STATE OF MISSISSIPPI, Madison County. Personally Appeared before the Undersigned, of the said County, the within named wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. GIVEN under my hand and seal, at office, this day of A. D. 1875

Filed for Record the

day of February 15th A. D. 1875, at 4 P. M o'clock. Recorded the day of February A. D. 1875

Alfred Discow

To DEED OF TRUST.

C. W. Andrews

Trustee

TO SECURE

Wm. R. Thompson & D. L. Sanders

This Indenture,

Made and entered into this the 15th day of February A. D. 1875 by and between

Alfred Discow part of the first part, and

C. W. Andrews party of the second part, and Wm. R. Thompson & D. L. Sanders composing the firm of Thompson & Sanders

part of the third part, WITNESSETH, That said part of the first part is

indebted to the part of the third part in the sum of Twenty-two Dollars, evidenced by his promissory note of this tenor and date

And that whereas the said part of the third part have undertaken and promised to supply the said part of the first part, money, goods, wares and merchandise during the year 1875, to the amount of One hundred Dollars, from this date until the first day of October A. D. 1875, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel;

And that whereas the said part of the first part is desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of October A. D. 1875;

Now Therefore, In consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid, by the said part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit:

1. Buy on are named "Fanny"

1. Buy on

Also all the Cotton, Corn, fodder potatoes & what the said party of the first part may raise or cause to be raised during the year 1875

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust; nevertheless, UPON THESE TERMS AND CONDITIONS, That is to say:

That the said party of the first part shall have, in Canton Mississippi by the 1st day of October A. D. 1875, such an amount of cotton as will fully pay off the indebtedness incurred therein, and in case said indebtedness is not paid at maturity then the said party of the first part is to pay said parties of the third part 2 1/2 per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the obligation therein

If the said part of the first part shall fail or refuse to pay to the said part of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in the city of Canton, at public auction, to the highest bidder for cash, after giving ten days' notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places therein, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said part of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said part of the first part and his assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee, as aforesaid, then and in that case the said part of the third part or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said C. W. Andrews Trustee aforesaid

In Testimony Whereof, The said part of the first part hereunto set

his hand and seal, on the day and year first above written

Alfred Discow

[L. S.]

[L. S.]

[L. S.]

[L. S.]

STATE OF MISSISSIPPI, Madison County, ss.

Personally Appeared before the Undersigned, Clerk of the Chancery Court

of the said County, the within named Alfred Discow

who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed;

GIVEN under my hand and Official seal, at office, this 2nd day of February A. D. 1875

By H. R. Beardslee or H. S. Jeffrey Clerk [L. S.]

STATE OF MISSISSIPPI, County, ss.

Personally Appeared before the Undersigned,

of the said County, the within named

wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed; freely, without any fear, threats or compulsion of her said husband.

GIVEN under my hand and seal, at office, this day of A. D. 187

[L. S.]