

Ed. Cotton by \_\_\_\_\_ Filed for Record July 3<sup>rd</sup> A.D. 1895 at  
 A. J. Montgomery Trustee } 8 o'clock A.M. & Recorded July 3<sup>rd</sup> A.D. 1895  
 To: Deed }  
 F. L. Hoag } James Priestley C.K.

"State of Mississippi Madison County"

Know all men by these presents, That whereas on the 16<sup>th</sup> day of January 1894 Ed Cotton conveyed to A. J. Montgomery Trustee, the following described lands, to wit: -  
 N<sup>2</sup> E<sup>2</sup> S W<sup>4</sup> + W<sup>2</sup> N<sup>2</sup> W<sup>2</sup> S E<sup>4</sup> Sec. 3. Township 7 Range 1 East, in trust to secure the payment of his promissory note to Gadsden and Hoag for the sum of Seven hundred and sixty six dollars & ninety seven cents, all of said indebtedness being due & payable October 15<sup>th</sup> 1894 and whereas by the terms of said deed of trust the said trustee was empowered in default of payment of said note when due, to sell the property described aforesaid, after giving eleven days notice of the place & terms of said sale by posting notices in three or more public places at public outcry, for cash, and whereas default was made in the payment of said note when due and in pursuance of said power vested in me as trustee and having advertised the time, place and terms of said sale as required, and whereas at such sale F. L. Hoag did become the highest and best bidder for the sum of Two hundred Dollars, now therefore, in consideration of the premises and the sum of Two hundred Dollars to me in hand paid, receipt of which is hereby acknowledged, I convey to said F. L. Hoag such title as is vested in me as trustee by the aforesaid Deed in trust duly recorded on the 25<sup>th</sup> day of January 1894 in Book of record in Deed Book numbered A. B. page 109 of Madison County Mississippi the above described property witness my signature the 2<sup>nd</sup> day of July A. D. 1895  
 A. J. Montgomery Trustee

State of Mississippi  
 Madison County } Personally appeared before me  
 a justice of the Peace in and for the County aforesaid  
 the within named A. J. Montgomery Trustee, who acknowledged that he signed and delivered the foregoing instrument as his voluntary act  
 witness my signature the 2<sup>nd</sup> day of July 1895  
 R. W. Stewart J. P.

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Mary + Fannie Tripp By } Filed for Record July 3<sup>rd</sup> A.D. 1895  
A. J. Montgomery Trustee } at 8 o'clock a.m. & Recorded July 3<sup>rd</sup> 1895  
Foz Deed } James Potterly CLK  
F. L. Hoy }

"State of Mississippi Madison County"  
Know all men by these presents: That whereas on the 2<sup>nd</sup> day March 1893 Mary Tripp and Fannie Tripp, conveyed to A. J. Montgomery trustee the following described lands to wit: - S<sup>2</sup> W<sup>2</sup> NE<sup>4</sup> and W<sup>2</sup> SE<sup>4</sup> Section 4, Township Range 1 East, in trust to secure the payment of their promissory note to Gaddis + Hoy for the sum of Two Hundred and six dollars and seventy one cents, all of said indebtedness being due and payable Oct-15<sup>th</sup> 1893, and whereas by the terms of said deed of trust the said trustee was empowered in default of payment of said note when due to sell the property described above said after giving Eleven days notice of the place and terms of said sale by posting notices in three or more public places at public outcry, for cash, and whereas default was made in the payment of said note when due and in pursuance of said power vested in me as trustee, and having advertised the time, place and terms of said sale as required, and whereas at such sale F. L. Hoy did become the highest and best bidder for the sum of Two hundred dollars now therefore, in consideration of the premises and the sum of Two hundred dollars to me he had paid, receipt of which is hereby acknowledged, I convey to said F. L. Hoy such title as is vested in me as trustee by the above said Deed in trust duly recorded on the 8<sup>th</sup> day of March 1893, in Book of records in Deed Book numbered "A B" Page 54 of Madison County Mississippi the above described property.  
witness my signature the 2<sup>nd</sup> day of July 1895-

A. J. Montgomery (Trustee)

State of Mississippi  
Madison County } Personally appeared before  
me a justice of the peace in and for said County  
the within named A. J. Montgomery Trustee, who  
acknowledged that he signed and delivered the fore-  
going instrument of writing as his voluntary act  
witness my hand this 2<sup>nd</sup> day January 1895-  
R. W. Stewart J.P.

Cancelled by power of attorney executed to me see Top of A. Book 443  
WR Kemp  
Chumney Clerk  
Jan 25th 1900

Simpson K. Herring  
Belle Herring  
D. G. Globe Investment Co.  
John A. Moninger Trustee  
Filed for record at St. Louis Mo; July 4th 1898  
and recorded July 4th 1898  
James Priestley Clerk  
This indenture made this twenty day of Jan'y 1898

By and between Simpson K. Herring and Belle Herring his wife of the County of Madison and State of Mississippi party of the first part and John A. Moninger Trustee of the County of Jackson State of Missouri party of the second part and the Globe Investment Company, a Corporation established under the laws of the Commonwealth of Massachusetts and having its principal place of business in the County of Suffolk and said Commonwealth party of the third part, witnesses that said party of the first part, in consideration of the debt and trust hereinafter mentioned and created and the sum of One dollar to the said first party paid by the party of the second part, the receipt of which is hereby acknowledged do by their presents Grant Bargain, Sell, Convey and Confirm unto the said party of the second part the following described real estate situated in the County of Madison in the State of Mississippi to wit

Lot Eight (8) of Section Eleven (11), and North West quarter N. 21 1/2 of Section twenty four (24) all in Township Ten (10) Range Two East of Choctaw P.M. And possession of said premises now deliver unto said party of the second part

to have and to hold the same with the appurtenances to the said party of the second part and to his successors hereinafter designated forever unto the said party of the first part their heirs and assigns with the said party of the second part for the use and benefit of said party of the third part its successors and assigns that they are lawfully seized of an indefeasible estate in fee in said premises, that they have good right to convey the same, that said premises are free and clear of all liens and incumbrances, and that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever

In trust however for the following purposes  
Whereas the said Simpson K. Herring and Belle Herring his wife did on the second day of January 1898, make execute and deliver to the said Globe Investment Company, One principal real estate bond for the sum of Six thousand and fifty dollars borrowed money of even date herewith payable as follows Six thousand and fifty dollars. On Jan'y 1st 1900 with interest coupons thereto attached of even date herewith fall due respectively on the first day of January in each year until the same are fully paid, all payable at the office

of the Globe Investment Company Boston Massachusetts with interest thereon at the rate of ten per cent per annum payable semi annually after maturity or after default interest paid.

And whereas the said party of the first part agrees with the said party of the third part and the endorsers or assigns of the said promissory note and each of them to pay all taxes and assessments general and special against said land and improvements when due or within the time prescribed by law and also to keep the improvements upon said land in good repair and constantly repaired in such companies as said third party may approve of until said note be paid for the sum of \_\_\_\_\_ Dollars

and the policy or policies thereof constantly assigned or pledged and delivered to said party of the third part or to the legal holder of the said note for further securing the payment of the said note with power to demand receive and collect any and all moneys becoming payable thereunder and apply the same to the payment of said note unless otherwise paid, and also to keep said land and improvements thereon free from all statutory liens claims of every kind and also to protect the title and possession of said premises so that this deed of trust shall be a first lien thereon until said debt is paid and if any or either of said covenants be not performed as aforesaid then said party of the third part or said endorsers or assigns or any of them may pay such taxes and assessments and may affect such insurance for said purposes paying the cost thereof and may also pay the final judgments for any statutory lien claims and may protect the title or possession of said land including all costs and attorneys fees and for the repayment of all moneys paid in the premises with interest thereon from the time of payment at the rate of ten per cent per annum these presents shall be security in like manner and with like effect as for the payment of said note.

Now if said note and the interest thereon be paid when due and said covenants be faithfully performed as aforesaid then these presents shall be void and the property hereinbefore conveyed shall be released at the cost of the said party of the first part. But if default be made in the payment of the said note or any of the interest coupons when due or in the faithful performance of any or either of the covenants as aforesaid then the whole amount of said note with interest thereon shall at the option of the holder of said note become immediately due and payable without notice to said first party and this deed shall remain in force and the said party of the third part and his successors in trust may at the request of the holder of said note proceed to sell the property hereinbefore described and any and every part thereof

and all right and equity of redemption of said party of the first part and the heirs executors and assigns of said party therein at public vendue to the highest bidder at the front door of the Court House in the County of Madison and State of Mississippi first giving 30 days notice of the time terms and place of sale and the property to be sold by advertisement in some news paper printed and published in the County in which the land is situated or by posting written notices thereof in at least three <sup>public</sup> places in such County, one of which shall be at the Court House door in such County and the said trustee may adjourn the sale from time to time in his discretion, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed shall be prima facie evidence of the truth of such statement or recital, and the said trustee shall receive the proceeds of said sale, out of which he shall pay first the costs and expenses of executing this trust including compensation to the trustee for his services and a sum equal to ten per cent of the amt of said note as solicitors fee and next to said third party or the executor or assignee of said promisor, next upon the usual vouchers therefor all moneys paid for insurance and taxes and judgement upon statutory lien claims, and costs and interest thereon as heretofore provided for and next the interest coupons and interest thereon due and unpaid and lastly the amount of said principal note with interest thereon up to the time of such payment and if not enough therefor then apply what remains. The balance of such proceeds if any shall be paid to the said party of the first part or the legal representatives of said first party. The party of the first part expressly waives and releases all right claim benefit privilege and exemption under any and all home stead exemption laws of the state of Mississippi. And further that in the case of the death absence resignation or other inability or refusal to act of the said second party that it shall be competent and proper for the second party or the holder of the said indebtedness or any part thereof to appoint and substitute any other person as trustee to act instead of the party of the second part who shall succeed to and be vested with all the rights powers and authority conferred upon the second party by the first party, and shall be the receiver in trust of the second party in all respects.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written  
 Signed sealed and delivered in the presence of  
 H. B. Greene & J. M. Grafton  
 Simpson K. Herring Seal  
 Belle Herring Seal

State of Mississippi  
County of Madison

On this 29th day of January A.D. 1895 before me the undersigned Notary Clerk personally appeared Simpson K. Berring and Belle Berring his wife to me known to be the persons described in and who executed the same as their free act and deed for the purposes therein set forth.

My term of office will expire on the 1st day of Jan A.D. 1896

Witness my hand and official seal this day and year first above written

James P. Priddy Notary Clerk  
Madison County Mississippi

Simpson K. Berring  
Belle Berring  
vs. J. A. Moninger  
for Globe Investment Co.

(Mississippi Second Bond of Trust  
Filed for record on 8:00 am Feb 4 1895  
And recorded Feb 5th 1895  
James P. Priddy Clerk)

This indenture made this the second day of January A.D. 1895 by and between Simpson K. Berring and Belle Berring his wife of Madison County State of Mississippi first party and John A. Moninger Trustee herein of Jackson County State of Missouri second party, and the Globe Investment Company a corporation established under the laws of the Commonwealth of Massachusetts and having its principal place of business in Boston in the County of Suffolk of said Commonwealth third party. Witnesseth that said first party in consideration of the debt and trust hereinafter mentioned and created, and the sum of one dollar to said first party paid by said second party. The receipt of which is hereby acknowledged, have granted and sold and by these presents do grant bargain sell and convey unto the said party of the second part or his successor in trust forever all the following described real estate situated in Madison County State of Mississippi to wit: Tract Eight (8) of Section 11, and North West Quarter (N.W. 1/4) of Section Twenty Four (24) all in Township (12) Ten Range (2) West of Meridian P.M. To have and to hold the same and all appurtenances thereto belonging unto said second party or his successor forever in trust however for the following purposes.

Whereas said party of the first part is justly indebted to the Globe Investment Company of Boston Massachusetts in the sum of ninety seven and 50/100 dollars with interest thereon according to the tenor and effect of one note of even date herewith signed by said parties of the first part and payable as follows

Dated Feb by authority in writing by power attorney recorded  
 in Book C of a page 44  
 Jan 20. 1900  
 A. R. Kemp Clerk

Nineteen and 5/100 dollars on January 1st A.D. 1896  
 Nineteen and 5/100 " " " " " 1897  
 Nineteen and 5/100 " " " " " 1898  
 Nineteen and 5/100 " " " " " 1899  
 Nineteen and 5/100 " " " " " 1900

And whereas this deed of trust is subject to a prior trust deed to  
 second party securing a note for Six hundred and fifty dollars  
 payable to the said Globe Investment Company  
 It is hereby stipulated that whenever said prior trust deed by its terms  
 becomes due and payable either by default in payment of interest or otherwise  
 then the note hereby secured shall thereupon become immediately due payable and re-  
 coverable without notice to the first party. The first party further agrees that  
 if he shall fail to pay said money or any installment thereof when the same  
 becomes due or shall fail to pay taxes or assessments levied on said property  
 before the same becomes delinquent or shall fail to perform or comply with  
 any of the foregoing conditions or stipulations, then the whole sum of money  
 hereby secured shall become due and payable at the election of the  
 holder thereof without notice of said election to first party, and the  
 said party of the second part or his successor in trust may at the  
 request of the holder of the said note proceed to sell the property hereinbefore  
 described and any and every part thereof and all right and equity of  
 redemption of said party of the first part and his heirs and executors  
 or assigns of said first party therein at public vendue to the highest  
 at the front door of the Court House in the County of Madison  
 and State of Mississippi giving thirty days notice of the  
 time place and terms of sale and of said property to be sold  
 by advertisement in some newspaper printed and published in the  
 County in which the land is situated or by posting written  
 notices thereof in at least three public places in such County  
 one of which shall be at the Court House door in such County. And  
 said trustee may adjourn the sale from time to time in his dis-  
 cretion; and upon such sale shall execute and deliver a deed of  
 Conveyance of the said property sold to the purchaser or purchasers  
 thereof and any statement or recital of fact in such deed shall be  
 prima facie evidence of the truth of such statement or recital  
 and the said trustee shall receive the proceeds of said sale out  
 of which he shall pay First the cost and expenses of executing  
 this trust including compensation to the trustee for his services  
 and a sum equal to ten per cent of the amount of said note  
 as solicitors fee, and next to said third party or the executor  
 or assigns of said promissory note upon the usual vouchers  
 therefor all moneys paid for insurance and taxes and  
 judgement upon statutory lien claims and costs and interest

thereon at ten per cent per annum, and such all of said moneys, the balance of such proceeds if any, shall be paid to party of the first part, or the legal representative of said first party.

The party of the first part, expressly waives and releases all right claim benefit privilege and exemption under any and all homestead exemption laws of the state of Mississippi.

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

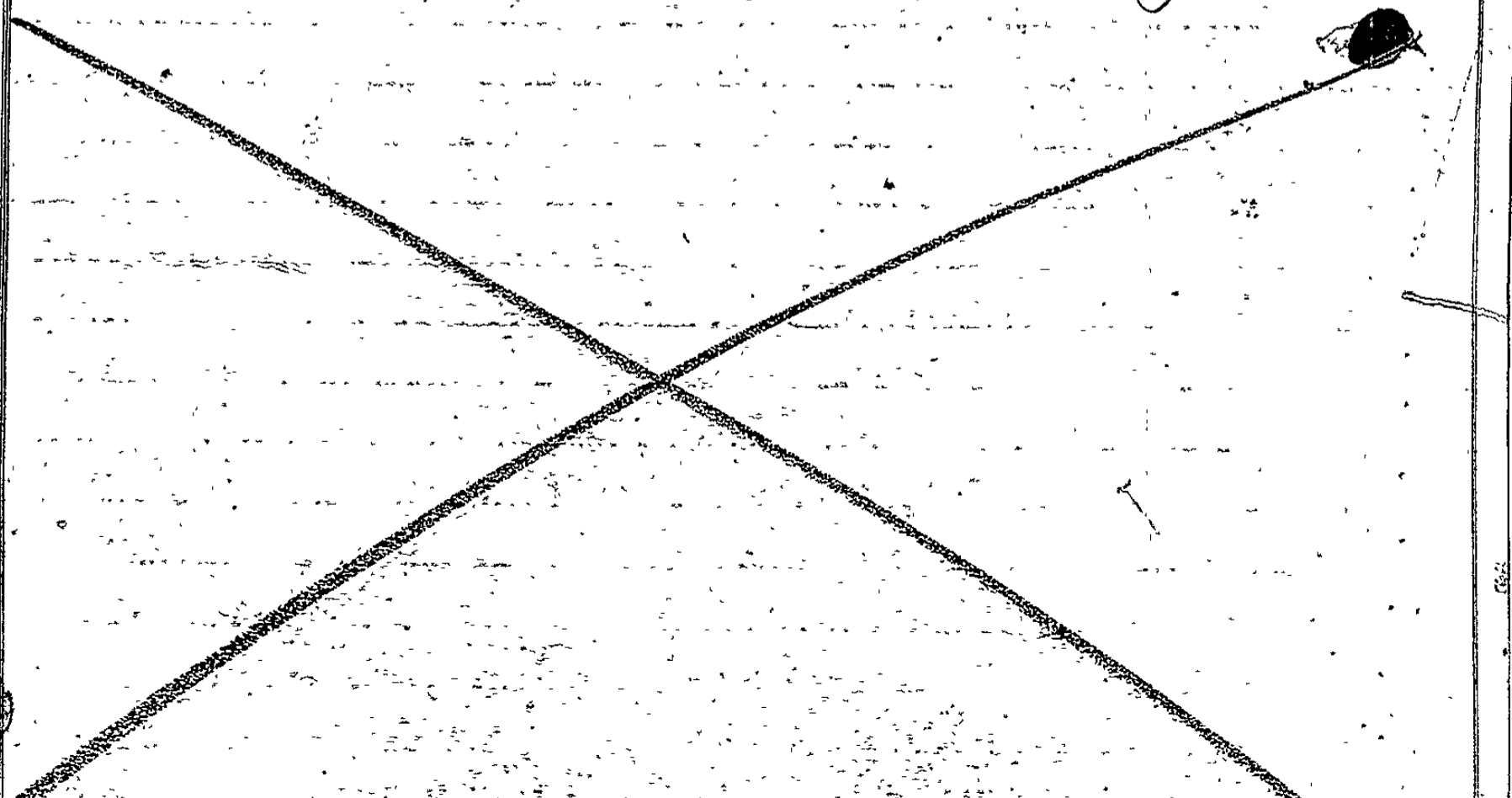
In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written  
Signed sealed and delivered in the presence of  
H. B. Greaves  
J. M. Grafton

Dempson H. Herring  
Belle Herring

State of Mississippi  
County of Madison

On the 29th day of January A.D. 1895 Before me the undersigned Chancery Clerk personally appeared Dempson H. Herring and Belle Herring his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the purposes therein set forth. Witness my hand and official seal the day and year first above written.

James P. Ricketts, Clerk





State of Mississippi } Deeds for record at 10 o'clock Am. July 6th 1895  
Madison County } And recorded July 6th 1895

James Priestly Ch.

By virtue of the authority conferred on me as Commissioner  
By decree and proceeding in the cause of Wm. Beck versus  
Oliver Smith and Jerry Bains No 2587. On the General Docket  
of the Chancery Court of Madison County State of Mississippi  
which decree and proceeding are here referred to and made a part  
of this conveyance as aforesaid.

I James Priestly Commissioner as aforesaid and in consideration  
of three hundred dollars. I convey to G. M. Rhodes the full  
Chaper thereof at a sale made by me on the 28th day of May 1894  
the following described land lying and being situated in the  
County of Madison State of Mississippi to wit.

S. E. 1/4 Section 22. and N 1/2 N. E. 1/4 Deck 27 all in Township  
12 Range 3 East

In making sale of the above land. I first offered  
the S. E. 1/4 of Deck 22, which was marked off to G. M. Rhodes at  
fifty cts per acre. I then offered the N 1/2, N. E. 1/4 Section 27  
which was marked off to said Rhodes at fifty cts per acre  
I then offered the whole of said land for which the said  
Rhodes bid the sum of (\$300) Three hundred dollars, which was  
the highest and best bid therefor and I declared him the purchaser  
thereof. Said Three hundred dollars was credited upon the  
decrees in this case, which was owned by said Rhodes  
as is shown by the receipt herewith filed, marked Exhibit  
A. and made a part hereof, and recorded as a part of this  
deed

James Priestly Commissioner

State of Mississippi }  
Madison County } This day personally appeared before me,  
M. Allen Circuit Clerk in and for said County, James  
Priestly Commissioner Ch. who acknowledged that he signed  
and delivered the foregoing conveyance on the day and year  
herein mentioned.

Given under my hand and seal of said Court, at my  
office at this the 6th day of July 1895  
M. Allen Cir. Clk

W. B. Beck

2587

In Chancery Court of Madison County  
Mississippi Dec 24th 1895  
of \$300 Three Hundred Dollars  
Received of James Priestly Commissioner in the  
above styled case, the sum of Three Hundred Dollars

The amount for which the lands also cited in the bill in said cause sold at public sale I now being the owner of the decree rendered in said cause by purchase under execution in causes 2162 & 1096 C. M. Rhoads vs. C. B. Beck issued from the Circuit Court of Harrison County Mississippi from G. R. Kemp Sheriff of Madison County Miss. Said lot is upon which said decree was rendered and said decree having been purchased by me from said Kemp Sheriff on the 15th day of October 1894. This said three hundred dollars I have credited upon the decree in said cause

C. M. Rhoads

Susan S. Hoffman - Filed for Record at 4:30 o'clock P.M. Feb 3<sup>rd</sup> 1895  
 To 3 Deed  
 John Mohr - Recorded Feb 6<sup>th</sup> 1895

In consideration of Three Hundred dollars to me paid by John Mohr the receipt whereof is hereby acknowledged I Susan S. Hoffman do hereby convey and warrant to said John Mohr the following described lot in the City of Canton Madison County Mississippi to wit: That certain lot on the North side of Franklin Street beginning at the intersection of the East line of Chestnut with North line of Franklin Street Eighty feet (80) thence North two hundred (200) feet thence West parallel with Franklin Street Eighty (80) feet thence South two hundred (200) feet to place of beginning. Said lot being the same as conveyed to R. H. Hoffman by deed of Leavell Smith of date April 21 1893 and of record in the Chancery Clerk's office in said County in Book "B.B.B" page 472

To have and to hold to him the said John Mohr his heirs and assigns forever. Testimony my signature this 3<sup>rd</sup> day of February 1895  
 Susan S. Hoffman

The State of Mississippi  
 Madison County  
 Personally appeared before the undersigned Robt Powell a Notary Public of City of Canton of County State aforesaid Mrs Susan S. Hoffman who acknowledged that she signed and delivered the foregoing deed on the day and year therein named and for the purposes therein expressed

In witness my hand and official seal this 6<sup>th</sup> Feb 1895  
 Robt Powell  
 Notary Public

John Mohner Filed for Record at 2:00 Pm on 7th day  
of February 1895 + Recorded Feb 7th  
1895  
To S Need  
Canton Cotton Ware  
House Company

In consideration of Three Hundred and  
Fifty dollars to me paid by the Canton Cotton Ware House  
Co., the receipt of which is hereby acknowledged & Geo.  
Mohner, do hereby bargain, sell, convey and quit claim to  
said Canton Cotton Ware House Co., the following described lot  
in the City of Canton Madison County Mississippi, to wit:—

That certain lot on the North side of Franklin Street,  
beginning at the intersection of the East line of Chestnut  
St. with North line of Franklin St., thence running East  
along North side Franklin St., Eighty (80) feet, thence North  
two hundred (200) feet thence West parallel with Franklin  
St., Eighty feet (80) thence South two hundred (200) feet to the  
place of beginning.

Said lot being the same as conveyed  
to R. W. Hoffman by deed of Leannell Smith of date this  
21st 1893, and of record in the Chancery Clerk's office  
of said County, Book B.B. page 472. Is here and to  
hold to the said Canton Cotton Ware House Co.,  
and assigns forever.

Witness my hand this 7th day of Feb 1895  
J. Mohner

The State of Mississippi  
Madison County

Personally appeared before the undersigned  
Geo Priestley Clerk of the Chancery Court of the  
said County the within named J. Mohner who acknowl-  
edged that he signed and delivered the foregoing deed  
on the day and year therein mentioned as his act and deed.

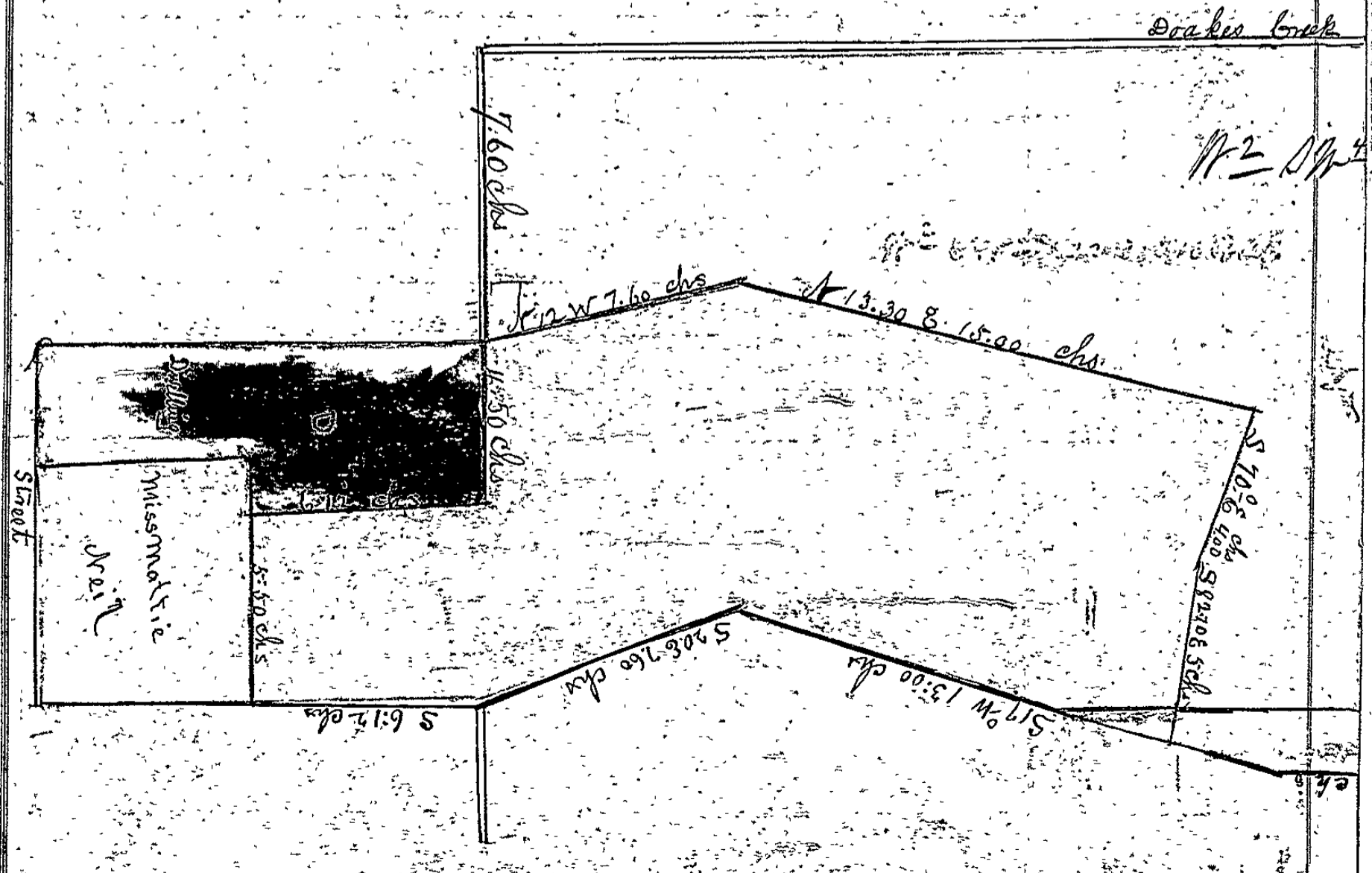
Given under my hand and official  
seal this 7th day of February A.D. 1895  
Geo Priestley Clerk  
J. M. Grafton D.C.

W. Kent & Wife  
To 3 Deed of Trust  
B. L. Roberts Trustee  
To secure  
Miss St. Bank

Filed for Record Feb 27<sup>th</sup> 1895. Recorded  
Feb 28<sup>th</sup> 1895

This Indenture made and entered  
into this 27<sup>th</sup> day of February A.D. 1895 by and  
between W. Kent and his wife A. M. Kent par-  
ties of the first part, and B. L. Roberts party of the second part and Miss St. Bank  
party of the third part, Witnesseth: That the said parties of the first  
part are indebted to the party of the third part in the sum of 220<sup>00</sup>  
Dollars evidenced by their Note this date due Feb 27<sup>th</sup> 1896. And that where-  
as the said parties of the first part are desirous of securing to the said party of  
the third part the prompt payment of said indebtedness at the maturity thereof  
Now therefore in consideration of the premises as well as for and in consideration of the  
sum of Five Dollars in hand paid by the said party of the second part to the said par-  
ties of the first part the receipt whereof is hereby acknowledged the said parties of the first  
part have granted bargained sold and by their presents do grant bargain sell and  
convey unto the said party of the second part his heirs executors administrators and assigns  
the following described real estate lying and being in the County of Madison in the State  
of Mississippi to wit more or less interest in 22 <sup>12</sup>/<sub>100</sub> acres off the N<sup>2</sup> S<sup>2</sup> Sec 31 T.  
40 R. 4 E. Co. lot and residence in Sharn containing 4 acres situated in the NW corner of N<sup>2</sup>  
Sec 6 T. 9 R. 4 E. together with all the buildings & appurtenances thereon. For a more full description  
detached of the above premises the plat here to attached which is part and parcel of this  
D/T.

Plat



For description of land see next  
page

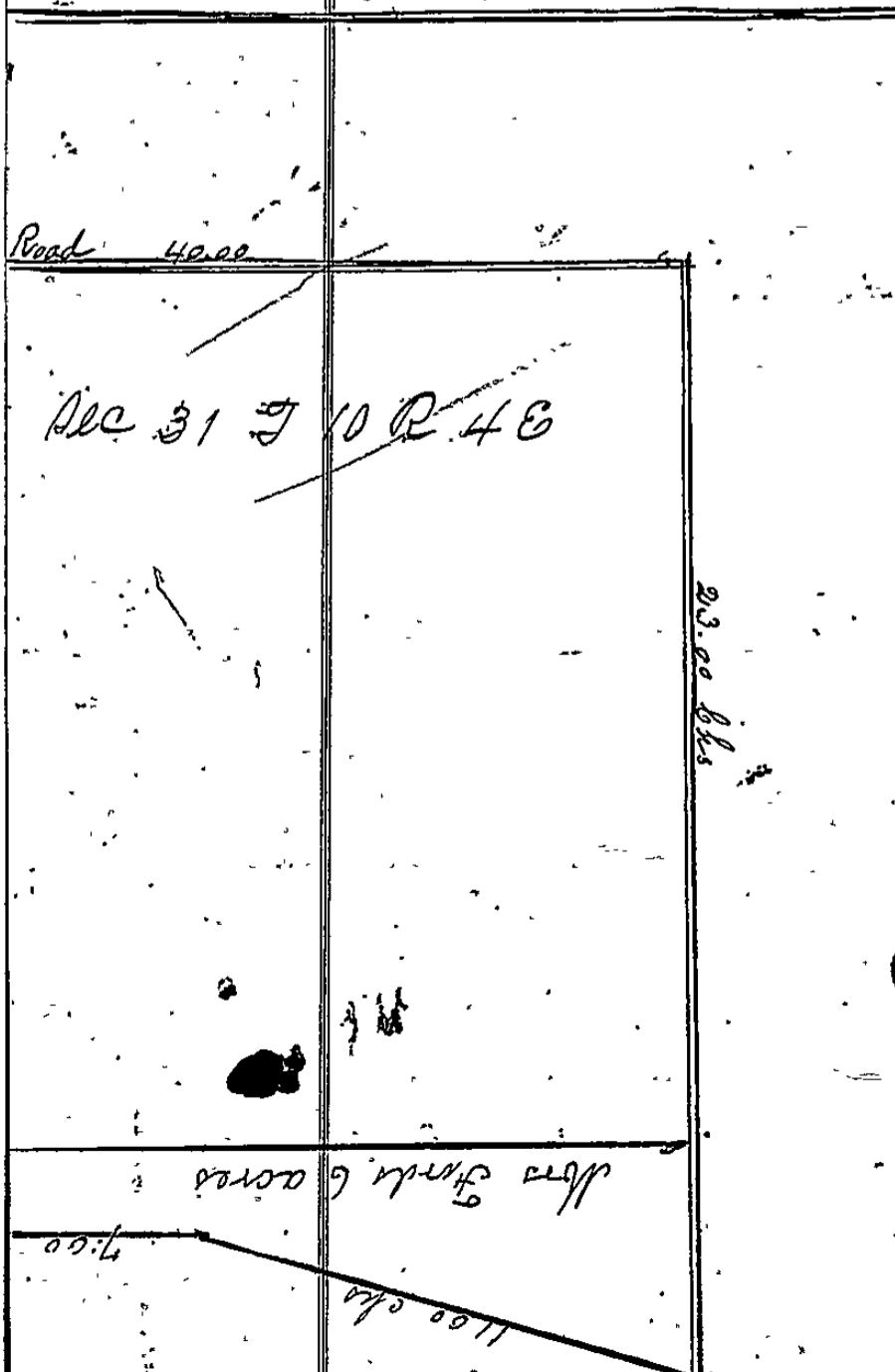
Decription

Beginning at a stake on Township line 7.60 chs East of the SW corner of sec 31 T10 R4 E and running N 12° W 7.60 chs thence N 13:30° E 15:00 chs thence S 70° E 4:00 chs thence S 82:36° E 5:00 chs thence South 17° W 13:00 chs thence S 20° E 7.60 chs thence South by Parsonage Lot 6.12 chs thence West 5.30 chs thence North 6.13 chs + thence West 4.50 chs to point of beginning containing in all 2 1/2 acres + all in Township 10 R 4 East.

The said Rents are to keep their house insured for not less than \$500.00 payable to said Bank or its assigns as its interest may appear as long as this deed of trust is unpaid & if not so insured then the Bank may do so and pay the premium and such premium is secured by this deed of trust.

To have and to hold the same unto the said party of the second part, his heirs executors administrators & assigns and the successor of him forever: In trust nevertheless upon the terms and conditions, that is to say: If the said parties of the first part shall fail or refuse to pay the said party of the third part and its assigns the amount of said indebtedness 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 Room in the City of Leavenworth at public auction to the highest bidder for cash after giving 1 day notice of the time and place of said sale or by putting advertisements thereof in one or more convenient public places and convey the estate so sold to the purchaser or 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 costs and charges of this deed and of said sale & then pay the said party of the third part and its assigns the amount of said indebtedness 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 parties of the first part and their assigns. It is understood and agreed by and between the parties to this deed that should the amount furnished as aforesaid at any time exceed the aforesaid sum - Dollars said excess shall be and the same secured under this deed of trust and if the said parties of the first part shall will and truly pay the amount of said indebtedness and all interest thereon and the costs and charges of this deed then the said party of the second part shall enter satisfaction of the deed upon the record thereof and the same hereinafter shall be null and void. It is further understood

Deed paid May 16th 1896  
City of Leavenworth



and if the said parties of the first part shall will and truly pay the amount of said indebtedness and all interest thereon and the costs and charges of this deed then the said party of the second part shall enter satisfaction of the deed upon the record thereof and the same hereinafter shall be null and void. It is further understood

stood and agreed by the parties hereto that if the said party of the second part shall from any cause fail to perform the duties of Trustee as aforesaid then in that case the said party of the third part or its 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 Robert Trustee aforesaid.

All witnesses and instruments made before signing In testimony whereof the said parties of the first part herunto set their hands and seals on the day and year first above written.

W. S. Kent  
A. M. Kent

State of Mississippi  
Madison County

Personally appeared before the undersigned Mayor and E. officis J. of the said County the within named W. S. Kent & A. M. Kent who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand & officis seal at office this 27<sup>th</sup> day of Feb. 1895  
A. P. Will Mayor  
The officis J.

R. T. Dickins Guardian  
and Commissioner  
To 3 Deed  
Mrs S. L. Newton

Filed for Record March 12<sup>th</sup> 1895  
at 11 o'clock a.m. Record " 13<sup>th</sup> 1895  
Jas. Pristly CLK

By virtue of a decree rendered at the July term, 1895, of the Chancery Court of Madison County Miss, in Chancery Court Cause No. 2699 (in the matter of the guardianship of Myrtle, Sarah & Mary Dickins Minors), wherein I was appointed Commissioner as guardian of said Minors to sell their interest in certain lands described in said petition of R. T. Dickins guardian for the sale of said lands in said petition described, I have therefore in pursuance of said decree after giving ten days notice by posting notice of the time & place of said sale at the South door of the Court House in Canton, at the North door of said Court house and at the post office at Canton Miss, all of which said notices were posted on the 26<sup>th</sup> day of February 1895. And in accordance to said

notice. I, after giving the notice required, did on the 11<sup>th</sup> day of March 1845, expose said interest of said minors in said lands in this deed described before the South door of the Court House in Canton, to the highest and best bidder for cash; at public outcry, when Mrs S. L. Hutton bid the sum of one hundred and twelve & 5/100 dollars for the interest of said minors in said lands in said petition described viz: One certain lot of land lying in Livingston Madison County Miss. known as the McDaniel lot and bounded as follows, to wit, On North by Mrs S. L. Huttons lot (being lot 5 of the original plot of Livingston) and on East by Mrs. S. L. Huttons property - There being an Osage Orange or Bodock hedge on dividing line between said lot and the property of Mrs S. L. Hutton and on South by a small branch or Creek, running East and West, dividing said property from lands owned by Noel Heale or W. H. Powell & on West by Livingston and Canton road containing in all six acres more or less.

Therefore in consideration of the above premises and said above mentioned sum of money, the receipt for which I hereby acknowledge, I convey and warrant to Mrs S. L. Hutton - all the interest of the above named minors in & to the above described lands which said interest is a three fourths interest in said lands.

Witness my hand this the 12<sup>th</sup> day of March 1845

R. L. Dickinson Guardian

State of Miss }  
Madison Co } Personally appeared before me Jas  
Prestley Chancery Clerk said County & State R. T. Dickinson  
Guardian & Commissioner who acknowledges that he  
signed & delivered the above deed as his own act & deed  
and for the purposes therein mentioned.  
This 12<sup>th</sup> day of March 1845 *Jas Prestley C. Clerk*

R. T. Dickins } Filed for Record March 17<sup>th</sup> A.D. 1845 - at 11 o'clock  
 To 3 Deed } a.m. Recorded Mch 13<sup>th</sup> March 1845  
 Mrs S. L. Hutton } Jas Priestly: clk

In consideration of \$ 37<sup>50</sup> I convey and warrant specially, all my rights, title and interest in a certain piece of land lying in Livingston Madison County Miss known as the McDaniel lot and described as follows to wit: bounded on north by Mrs S. L. Huttons lot (being lot 6 original plat of Livingston and on East by Mrs S. L. Huttons property - There being an Osage Orange or Bodock Hedge on dividing line between said lot and the property of Mrs S. L. Hutton. & on South by a small creek or brack running East and West dividing said property from property now owned by W. H. Powell or Noel Hale. on West by the Livingston and Clinton road containing in all 6 acres more or less  
 Witness my hand this the 12<sup>th</sup> day of March 1845  
 R. L. Dickins

Madison County }  
 State of Mississippi } Personally appeared before me Jas  
 Priestly, Chancery Clerk in and for said County and State  
 R. T. Dickins who acknowledged he signed and delivered the above deed as his own act & deed for the purposes therein mentioned.  
 This 12<sup>th</sup> day of March 1845 - Jas Priestly C. Clerk

W. H. Shannon & G. B. Shannon } Filed for Record Mch 4<sup>th</sup> 1845  
 To 5 D/T } at 11 o'clock a.m. Recorded Mch  
 James Priestly Trustee } 13<sup>th</sup> 1845. James Priestly clk  
 F. H. Battley Post B of S }

Whereas Mrs W. H. Shannon and his wife Beatrice G. Shannon owe J. H. Battley, Post of the Board of Supervisors of Madison County the sum of Six Hundred dollars for the loan of 16<sup>th</sup> Sec. Township funds of said County of Township 8 R. 3 E evidenced by their promissory notes of even date herewith due and payable one year after date with interest at the rate of ten per cent per annum from date -  
 And whereas Mrs W. H. Shannon & Beatrice G. Shannon his wife are anxious to secure the payment of said indebtedness at the maturity thereof. Now therefore in consideration of Ten dollars to them

Credited by annual April 1st 1892



is here paid by Jas Pristly Trustee the receipt of which is hereby acknowledged the Shannon wife convey and warrant unto said Jas Pristly Trustee the land situated in the County of Madison and State of Mississippi and described as the W<sup>12</sup> S<sup>14</sup> Sec. 17 T<sup>2</sup> R<sup>8</sup> E<sup>4</sup> N<sup>4</sup> Sec 20. all in T. 11. R. 4. E

This Conveyance is in trust, should said Shannon wife pay said indebtedness and interest thereon at its maturity to said Batty or his successor in Office the Conveyance shall be void otherwise at the request of said Batty or his successor in office or the legal holders of said note. The said Pristly Trustee or any successor appointed in his place shall sell said land or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid after having given notice 20 days before hand of the time place and terms of sale by advertisement in some news paper published in said County or by posting notices in the public places in said County and out of the proceeds arising from such sale, the costs & expenses of executing this deed of trust shall first be paid next the amount of said indebtedness then remaining unpaid & lastly if any remains, it shall be paid to Mr W. Shannon & Beatrice G. Shannon his wife. The said J. F. Batty Post. aforesaid or his successor or the legal holder of said notes are hereby authorized to appoint another trustee in the place of the said Pristly or if <sup>from</sup> any cause the said Pristly shall not be present able and willing to execute this trust and said appointee shall have full power as Trustee herein

Witness our signatures this 9<sup>th</sup> mch 1875  
Wm W. Shannon  
Beatrice Beatrice Shannon

State of Mississippi  
Madison County  
Personally appeared before me J. C. Steers, a Supervisor of the said County and State the within named Wm W. Shannon and his wife Beatrice Shannon, who acknowledged, that they signed and delivered the foregoing instrument on the day & year therein mentioned Given under my hand this 26<sup>th</sup> day of February 1875  
J. C. Steers M. B. S.

Minnie Lee Wyley } Filed for Record Mar 15<sup>th</sup> at 8 oc am  
 To } Recorded March 15<sup>th</sup> 1895

J. B. Pratt

Whereas J. Minnie

To secure } Wyley was indebted to Mrs. H. S.  
 Mrs. H. S. Kearney } Kearney in the sum of Three Hundred  
 East Dollars evidenced by my promissory note of even date herewith  
 payable to the order of said H. S. Kearney on the 15<sup>th</sup> day of October  
 1895 with interest at the rate of ten per cent per annum from March  
 1<sup>st</sup>. Now therefore in consideration of the premises and for the purpose  
 of securing the payment of said debts I the said Minnie Lee Wyley  
 do hereby convey and warrant to J. B. Pratt Trustee the following  
 described property in Madison County Mississippi: N<sup>2</sup> E<sup>4</sup>  
 and S E<sup>4</sup> N E<sup>4</sup> and E<sup>2</sup> S<sup>2</sup> E<sup>4</sup> of section 12, T 7 R 1 East:

To have and to hold to him the said J. B. Pratt, his successors and  
 assigns upon the trusts herein expressed. If the debts herein pro-  
 vided for shall not be paid when due said trustee or his suc-  
 cessor shall upon request of said H. S. Kearney or his assigns  
 sell all the property herein conveyed to the highest bidder for cash  
 at public auction and execute to the purchaser thereof proper  
 deeds of conveyance. Out of the proceeds of such sale said trustee  
 shall pay the expenses of executing the provisions of this deed  
 including 10 per cent of the said proceeds to said trustee for  
 his services and shall pay such of the debts herein secured  
 as may then be unpaid with all interest due thereon and  
 the residue if any pay to the grantor herein. Said sale shall  
 be advertised by written notices thereof posted at the south door  
 of the Court House at Leaton in said County for 10 days prior  
 to day of sale. Such sale shall be made at the Court House  
 door. The grantors herein hereby covenant with said H. S.  
 Kearney that she will keep the buildings upon said prop-  
 erty insured for the sum of \$ — for the benefit of  
 said H. S. Kearney and her assigns and that she will keep  
 the taxes upon said property paid; and upon failure of said  
 grantors to insure or to pay said taxes the said H. S. Kearney  
 or her assigns may insure said property and pay said taxes  
 and the amount so paid by said H. S. Kearney or her assigns  
 for taxes and insurance shall be added to the debts above  
 mentioned and the payment of same shall be secured  
 by this deed. Said H. S. Kearney or her assigns may in  
 writing appoint some other person to act as Trustee in  
 place of said J. B. Pratt whenever she may deem it nec-  
 essary or expedient so to do and such appointee shall  
 become vested with all the powers herein conferred

upon said F. B. Pratt

Witness my hand the 12<sup>th</sup> day of March 1895  
Minnie Lee Hyles

State of Mississippi  
Madison County

Personally appeared before the undersigned a Justice of the Peace of the said County the within named Minnie Lee Hyles who acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein contained as her last and true

Circumstances and official seal of office this 14<sup>th</sup> day of March 1895  
C. H. Stewart J.P.

L. L. McDowell  
To

Filed for Record Mar. 15<sup>th</sup> 1895 at 8:00 am  
Recorded March 15<sup>th</sup> 1895

A. C. Coles Trustee

you are hereby requested to authorize to make satisfactory in full a certain sum of money given by Mrs. C. L. McDowell to this Bank on 10 day of March 1895 - recorded in book 222 pages 19 & 20 of record of Madison County and of trust this Special Power given Authority of James M. Jackson Trustee of said Bank of James M. Jackson Miss Jackson's Care Saml J. Coyle J.P.



This conveyance states: That whereas Leathernie is indebted to the first National in the sum of five hundred is any note bearing date March 10<sup>th</sup> 1895 and whereas it is the duty of the payment of said note and redemption of one dollar each in bank of the County of Madison and State of Mississippi and of which is now acknowledged and warrants to the said Leathernie and State of Mississippi does not pay and warrants to the said Leathernie during 1895 and also all her interest land in the County of Madison or plantation and which is located near Elora in said County of Madison and on which the said grantor now resides - and also the following personal property in said County of Madison viz: all the mules now on said "Woodlawn plantation" being nine (9) mules more or less. But the foregoing conveyance is on the following express limit and conditions - that is to say - if the said grantor shall pay the note aforesaid - principal and interest at maturity then the foregoing conveyance shall by such payment become void and of no effect. But should said certificate principal and interest fail to be paid at maturity - then it shall become the duty of said trustee or anyone else in writing appointed by said President of said Bank to take possession of said personal property and said lands described

Mississippi Oct 5 1895

James M. Jackson  
Trustee

A. C. Coles

described and situated in said Hinds County and to advertise said property real and personal for sale by putting as to each of it as in Madison County a written or printed notice at or on the Southern door of the Court House of said County of Madison for twenty (20) days before the day fixed on for sale, which notice shall contain a statement of the time place and terms of sale with a description of a property to be sold, and the acting trustee shall on the day fixed by him sell on the "Woodlawn plantation" said personal property in Madison County at public auction to the highest bidder for cash - and should the proceeds of such sale be insufficient to pay the principal and interest which may be due on said note as well as the expenses and costs in executing this trust - he shall then sell like manner in front of the Eastern door of the City Hall in the City of Jackson in said Hinds County Mississippi at public auction to the highest bidder for cash, the personal property and land in Hinds County - after like advertising by putting a written or printed notice thereof twenty (20) days before such sale at or on said Eastern door of said City Hall - which notice shall likewise contain a statement of the time place and terms of such sale with a description of the property to be sold - but he shall sell only so much of said property as may be sufficient to pay off the principal and interest which may be due on said note and the expenses and his commissions incident to such sale and out of the proceeds he shall pay first any expense incurred in the execution of this trust and next he shall pay what may be due of principal and interest on said note to the lawful holder thereof - and any balance he shall pay to the aforesaid Catherine L. Mc Dowell and he is empowered to make bills of sale of any of said personal property and proper conveyance of such lands sold by him under this trust to purchasers. Witness my signature of said grantor this the 7<sup>th</sup> day of March A.D. 1895

L. Mc Dowell

State of Mississippi  
 Madison County

Personally appeared before the undersigned Justice of the Peace in and for said County the within named Catherine L. Mc Dowell who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned Given under her hand this 13<sup>th</sup> day of March A.D. 1895

O. W. Phillips Jr  
 Justice of the Peace

Chicago St Louis + N O R Rds  
To J Deed  
Canton Cotton Ware House Lcs

Filed for Record March 19<sup>th</sup> 1895  
10.00  
1895 & Record March 19<sup>th</sup> 95

This indenture witnesseth, that the Grantor, the Chicago St Louis + New Orleans Rail Road Company, a corporation organized and existing under and by virtue of the Laws of the State of Louisiana, Mississippi, Tennessee and Kentucky for and in consideration of the sum of Three Hundred dollars current money in hand paid the receipt whereof is hereby acknowledged and other good and valuable consideration, to wit: Fifty six one hundredths of One Acre of Land, being A on the plat hereto attached and made a part hereof, hereby conveys and warrants to the Canton Cotton Ware House Company of the City of Canton County of Madison and State of Mississippi, a parcel of land in said City County and State situated in the East half of section Twenty Four (24) Township Nine (9) North Range Two (2) East of the Jackson Meridian and designated B on the plat hereto attached bounded by lines described as follows, to wit: Beginning at a point Fifty feet West of the centre line of the main track of the Grantor measured at right angles thereto and running thence West and parallel to the South line of said North Street, Two Hundred and Twenty Eight and Eight Tenths Feet; Thence in an Easterly direction parallel to the South line of said North Street to a point Fifty feet West of the centre line of said main track measured at right angles thereto; thence North along a line Fifty Feet West of the centre line of said main track and parallel to the South line of said North Street about thirty Five Feet six inches to the point of beginning, containing Fifty six one hundredths of an acre more or less, together with all improvements thereon and the appurtenances thereto appertaining.

To have and to hold the said Canton Cotton Ware House Company, its successors and assigns forever in witness whereof the said Grantor, The Chicago St Louis and New Orleans Rail Road Company has caused these presents to be signed by its officer duly authorized thereto and its corporate seal to be attached and attested this fourth day of March A D 1895

BFA  
Attest  
A. G. Wackerstaff  
Secretary

Chicago St Louis + New Orleans Rail Road Company  
By J. H. Stewart  
President

State of New York  
 City and County of New York

I Wm A. Mann, a Notary Public in and for said City and County of New York, do hereby certify that Stewart Fish who is personally well known to me to be the President of the Chicago, St. Louis and New Orleans Rail Road Company and the identical person whose name is subscribed to the foregoing instrument as President of the said Company and Alexander G. Mack Staff who is personally well known to me to be the Secretary of the said Chicago, St. Louis and New Orleans Rail Road Company and the identical person whose name is subscribed to the foregoing instrument as Secretary of the said Company verbally appeared before me this day in person and acknowledged the said instrument to be the voluntary act and deed of the said Chicago, St. Louis and New Orleans Rail Road Company for the uses and purposes therein set forth and that they severally executed the same freely and voluntarily as President and Secretary of said Company.

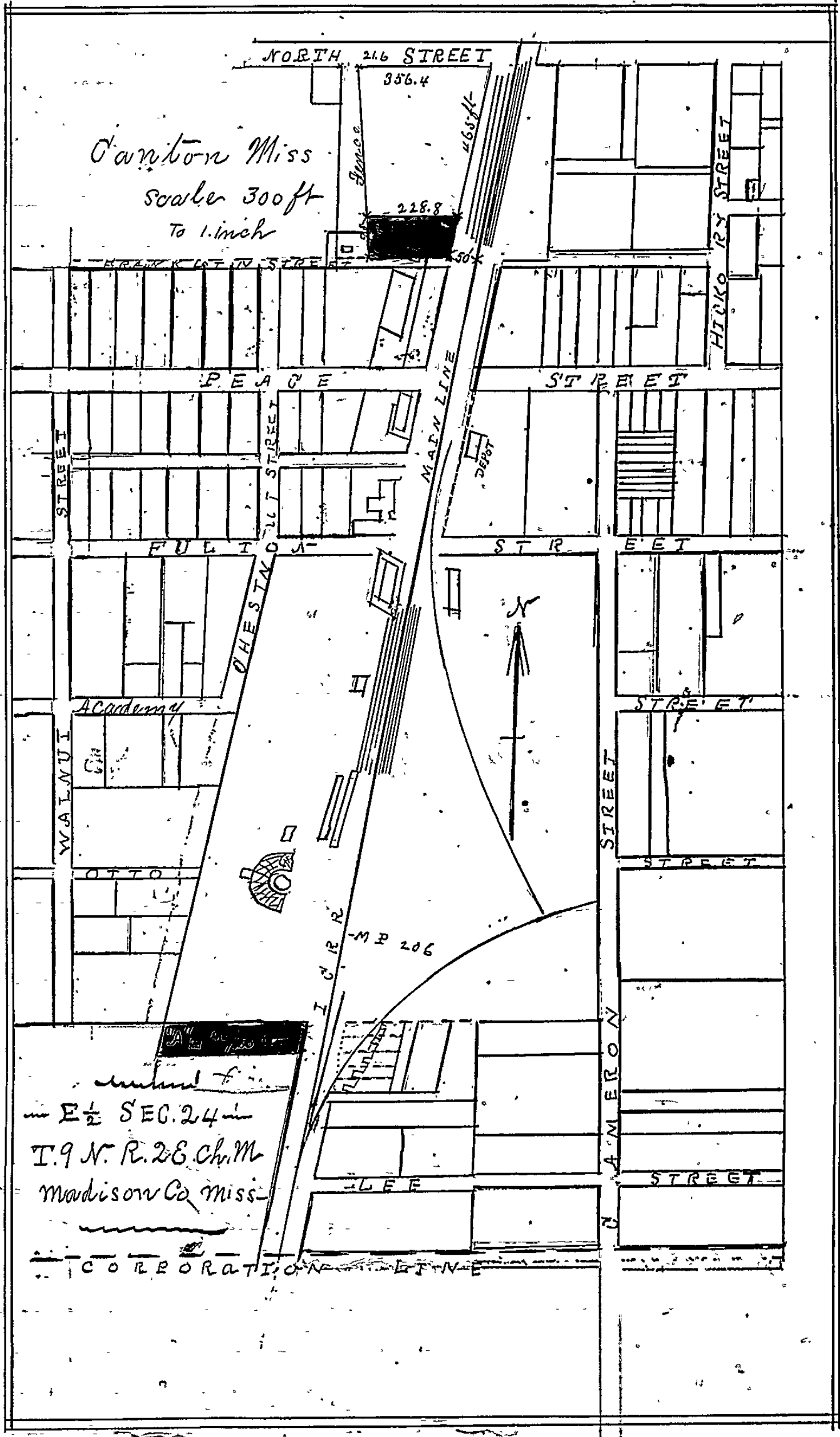
In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this the fourth day of March A.D. 1895

Wm A. Mann  
 Notary Public  
 Kings Co.

Sealed in  
 New York

The Map of land described in this deed see next page

Geo. Prustly lkl



*Oranitor Miss  
scale 300ft  
to 1 inch*

*E 1/2 SEC. 24  
T. 9 N. R. 28. Ch. M.  
Madison Co. Miss.*

*CORPORATION LINE*

NORTH 216 STREET

356.4

228.8

PEACE STREET

STREET

FULDA STREET

STREET

WALNUT STREET

CHESTNUT STREET

Academy

OTTO

907 R. W. 206

LEE

STREET

STREET

CAMERON STREET

STREET

HICKORY STREET

MAIN LINE

DEPOT



Canton Cotton Ware House Co  
To

Deed

Illinois Central Rail Road

Filed for Record  
3 19th Mch at 3:00 PM  
3 Recorded Mch 20<sup>th</sup> 95  
3 Shows the

The Illinois Central Rail Road Company have undertaken and agreed to convey to the Canton Cotton Ware House Company a lot of land in the City of Canton State of Mississippi just North of the property of said Canton Cotton Ware House Company, said lot fronting on said rail road about ninety five and six inches and running back West about two hundred and twenty eight feet said Ware House Company to pay three hundred dollars in addition to the land herein conveyed for the same.

Now therefore in consideration of the premises we the said Canton Cotton Ware House Company do by these presents convey and warrant unto the Illinois Central Rail Road Company the following lot and parcel of land lying and being situated within the corporate limits of the City of Canton in the County of Madison State of Mississippi, to wit:

That certain lot of land which is sixty feet in breadth measured North and South and three hundred and ten feet long measured East and West which lies on West side of the Illinois Central Rail Road and fronting on said Rail Road right of way sixty five feet said lot being bounded on the East by said Rail Road right of way on the South by the property of said Rail Road and on the West by the property of the Canton Cotton Ware House Company, on the North by lot belonging to the heirs of Agnes Mc Clobbery it being the same property conveyed in deed executed by Richard and Ellen Leonard to Annie J. Linder on June 9<sup>th</sup> 1888. recorded in the Chancery Clerk's office of Madison County Mississippi in deed Book 99 page 476 et sequitur except fifty five feet off the West end thereof, this property being further described as Lot A on Map accompanying the deed of the Chicago St. Louis and New Orleans Rail Road Company to the Canton Cotton Ware House Company recorded in the Chancery Clerk's office of Madison County Miss in deed book 68E page 21 et sequitur together with all improvements to have and to hold unto said Illinois Central Rail Road Company and their



successors forever

In testimony whereof we have hereunto set our signatures this 19<sup>th</sup> day of March 1895

Leaton Cotton Ware House Co. by  
Spider Gross  
President

L. Fort secretary

(seal)

State of Mississippi  
Madison County

Personally appeared before me the undersigned a notary public in and for the said County and State, L. Fort secretary and Spider Gross, President of the Leaton Cotton Ware House Company to me well known who acknowledged that as such officers and for such Ware House Company they signed and delivered the foregoing deed on the day and year named therein as the act and deed of said Company

Witness my hand and official seal this 19<sup>th</sup> day of March 1895

(seal)

Robt Powell  
Not Public

H. B. Graves Trustee  
For J. O. Howard  
To J. Deed  
Mattie W. Howard

Filed 20<sup>th</sup> March 1895 at 11:00 am  
Recorded March 20<sup>th</sup> 1895

By virtue

of the power vested in me as Trustee in a certain deed of trust given to me as trustee by J. O. Howard to secure Mrs. C. D. Johnston in a certain sum therein mentioned said deed of trust is recorded in Public Book of deeds in Chancery Clerk's office "666" page 162 and whereas default was made in payment of the indebtedness therein secured. I as trustee in said deed of trust and by virtue of authority given me in said deed did after conditions broken and default made in payment took possession of said land in said deed conveyed and offered the same for sale according to the dictates and terms of said deed of trust both by advertising the time and place of sale by a notice of the same published daily in the Leaton Packet in which first publication appeared on Feb 28<sup>th</sup> 1895 and was published constantly till near 18<sup>th</sup> 1895 and by posting notices of said sale as required in said deed of trust at the South door of the Court House in Leaton which said notices were posted on Feb 22<sup>nd</sup> 1895 and remained there posted till March 18<sup>th</sup> 1895 the day of sale of said lands and on the said 18<sup>th</sup> day of March 1895

after giving the required notice I did offer for sale to the highest bidder for cash at public outcry before the South door of the Court House in Canton the following land viz: E<sup>2</sup> of E<sup>4</sup> sec 21 T8R1W being all the lands described and conveyed by said deed of trust to me as trustee as aforesaid when Mrs Mattie H. Howard bid the sum of Three hundred and fifty four dollars - the same being the highest and best bid offered

Therefore in consideration of the premises and the receipt of the above written sum of money which I acknowledge I do sell and convey to Mrs Mattie H. Howard all the right title & interest vested in me as Trustee in said deed of Trust to have and to hold forever.

In testimony of which I have this 19<sup>th</sup> day of March 1895 set my signature H. B. Greaves Trustee

State of Mississippi  
Madison County

Personally appeared before me J. P. Rusty, Clerk of said County & State H. B. Greaves Trustee who acknowledges he signed and delivered the foregoing deed on the day and date therein written as his own act and deed and for the purposes therein written.

Witness my signature & seal of office this the 20<sup>th</sup> day of March 1895  
James P. Rusty Clerk

E. A. Stokes 3 Filed for Record March 23<sup>rd</sup> at 20 c  
To 3 Deed 3 Pm.  
Marion Gray 2 Recorded March 25<sup>th</sup> 1895

In consideration of the sum of Two hundred dollars cash in hand paid me by Marion Gray the receipt of which is hereby acknowledged I E. A. Stokes do hereby convey and warrant unto the said Marion Gray forever the following described real estate lying being and situated in Madison County State of Mississippi to wit: The E<sup>2</sup> W<sup>2</sup> N<sup>4</sup> E<sup>4</sup> less five acres off the West side thereof all in section 3 Town 7 Range one (1) East

Witness my hand and seal this the 18<sup>th</sup> day of March A D 1895  
E. A. Stokes

State of Mississippi  
Madison County

Personally appeared before the undersigned James Priestley Clerk of the Chancery Court of said County the within named E. A. Stokes who acknowledges that he signed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal at office this 23<sup>rd</sup> day of March A.D. 1895  
James Priestley Clerk

Chas. H. Mayson  
Gertrude M. Mayson  
To & Warranty Deed  
Lena Barbour

Filed for Record March 28<sup>th</sup> 1895  
at 2:00 P.M. & Recorded Mar 28<sup>th</sup> 1895

In consideration

of the assumption by Lena Barbour of our indebtedness to the Home Mutual Building and Loan Association of Canton Miss which amounts to about the sum of One thousand & fifty dollars and the payment by her to us of the sum of Two hundred dollars in cash the receipt of which is here by acknowledged we Chas. H. Mayson & Gertrude M. Mayson husband and wife do hereby convey and warrant unto the said Lena Barbour forever the following described real estate lying being and situated in the City of Canton County of Madison State of Mississippi to wit: Beginning on the South side of Academy Street at the North East corner of Lot now resided upon by J. W. Maxwell and family and running thence East along the South side of said Street 157 1/2 feet and thence North 200 ft & thence East 110 feet and thence South 17 1/2 ft & thence West 367 1/2 feet to an alley or lane & thence North 17 1/2 feet to the South West corner of said Maxwell Lot & thence East 100 ft to the South East corner of said Maxwell Lot & thence North 200 feet to the point of beginning.

Also the shares of stock in said Association which are pledged to secure said indebtedness to said Association. The said Barbour shall pay the taxes on said property for the year 1895. Witness our hands & seals this 23<sup>rd</sup> day of March A.D. 1895

(over)

Chas. H. Mayson  
Gertrude Mayson

subscribed & filed in book A.A.A. 1772 5407 354

State of Mississippi  
Madison County

Personally appeared before the undersigned James Pruetty Clerk of the Precinct of said County the within named by and Gertrude Mayson his land and wife who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned as true act and deed.

Given under my hand and official seal at office this 28th March 1895  
James Pruetty Clerk

Geo. G. Shackelford (Filed for record at 11 O'clock am April 16th 1895  
Do. D. (And recorded April 16th 1895

John Leland Trustee James Priestley CMO  
A Garborina

Whereas, I, Geo. G. Shackelford am indebted to  
Aurelio Garborina in the sum of seven hundred 700 dollars  
evidenced by my promissory note of even date herewith payable to the  
order of said Garborina on the 15th day of Jan 1896 with interest from  
date at the rate of 10% per Annum

Now therefore in consideration of the promise, and for the purpose of secure-  
ing the payment of said debts. I the said George G. Shackelford hereby  
Covenant and warrant to John Leland trustee the following described  
property in Madison County Mississippi To Wit.

Tract N. E 1/4 Sect 36 T. 9. R. 2. E. and the N 1/2, S. W 1/4 & S. W 1/4. W. W 1/4  
Section 30 T. 9. R. 3. E. and W 1/2, N. E 1/4 & N. W 1/4, and N E 1/4. S. W 1/4  
and N. W 1/4. S. E 1/4 Sect 31. T. 9. R. 3. E. being 600 Acs. more or less.

To have and to hold unto him the said John Leland, his Successors  
and assigns upon the trusts herein expressed.

If the debts herein provided shall not be paid when due said trustee  
or his Successor shall upon request of said A. Garborina or his  
assigns sell all the property herein conveyed to the highest bidder for cash  
at public Auction and execute to the purchaser thereof proper deeds  
of conveyance. Out of the proceeds of such sale, said trustee shall pay the  
expenses of executing the provisions of this deed, including 10 per cent  
of said proceeds to said trustee for his services, and shall pay such of  
the debts herein secured as may be then unpaid, with all interest  
due thereon, and the residue if any to the grantors herein

Said sale shall be advertised by written notice thereof posted  
at the South door of the Court House at Canton in said County  
for ten days prior to day of sale. Such sale shall be made at  
said Court House door. The grantor herein may Covenant with  
the said A Garborina, that he will keep the taxes on said property  
paid, and upon failure of said grantor, so to pay said taxes, the said  
A. Garborina or his assigns may pay said taxes, and the amount  
so paid by said Garborina or his assigns for taxes shall be added  
to the debts above mentioned, and payment of the same shall be se-  
cured by this deed. Said A Garborina or his assigns may appoint in  
writing some other person to act as trustee in place of said  
John Leland whenever he may deem it expedient and necessary  
to do so, and such trustee or appointee shall become a party with  
all the duties herein conferred upon said John Leland

Witness my hand this 15th day of April 1895  
State of Mississippi } Geo. G. Shackelford  
Madison County } Personally appeared before the undersigned

Not first in full of the money expended in upholding & executing a subpoena by me  
on the 15th of July 1896  
A. Garborina

James P. Smith, County Clerk of said County, the within Geo. G. Shackelford who acknowledged that he signed and advised 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 16th day of April 1895.

James P. Smith Clerk

Mississippi Deed of Trust

Kate McAvoy  
 Benjamin McAvoy  
 To & Deed of Trust  
 John A. Moringen

Filed for Record 16th April 1895 at 11 o'clock am.  
 Recorded April 17th 1895

To secure  
 Globe Investment Company

This Indenture made this second day of January One thousand Eight hundred and ninety five by and between Kate McAvoy and Benjamin McAvoy her husband of the County of Madison State of Mississippi party of the first part and John A. Moringen Trustee herein of the County of Jackson State of Missouri party of the second part and the Globe Investment Company, a corporation established under the laws of the Commonwealth of Massachusetts and having its principal place of business in Boston in the County of Suffolk and said Commonwealth party of the third part.

Witnesseth: That the said party of the first part in consideration of the debt and trust hereinafter mentioned and created and of the sum of One dollar to the said first party paid by the said party of the second part the receipt of which is hereby acknowledged does by these presents grant bargain and sell convey and confirm unto the said party of the second part the following described real estate situated in the County of Madison in the State of Mississippi to wit:

West half (N<sup>2</sup>) and West half of South East quarter (N<sup>2</sup> SE<sup>4</sup>) of section Eighteen (8) and North West quarter of North East quarter (N<sup>2</sup> NE<sup>4</sup>) and North half of North West quarter (N<sup>2</sup> NW<sup>4</sup>) of section Nineteen (19) all in Township Ten (10) Range Three (3) East of Choctaw & M - and possession of said premises

be delivered unto said party of the second part to have and to hold the same with the appurtenances to the said party of the second part and to his successors hereinafter designated for ever. The said party of the first part hereby covenants with said party of the second part for the use and ben-

cancelled sales first & dim released  
 Apr 12 1899  
 See review City Books & Records  
 page 426

The following described land is being received from this deed in trust to be used in the  
 N. W. corner of Sec 18, T. 10, R. 3 each bounded on the north by the northern boundary line  
 of sections 18, on the east by the Illinois Cent. RR. on the west by the western boundary  
 line of said Sec 18 on the south by a line running east & west so as to include  
 within said bounds as acesed *W. H. H. H.*

profit of said party of the third part, its successors and  
 assigns, that they are lawfully seized of an indefeasible es-  
 tate in fee in said premises: that they have good right to con-  
 vey the same: that said premises are free and clear of all  
 liens and incumbrances: and that they will warrant and  
 defend the title to said premises against the lawful claims  
 of all persons whomsoever.

Trust, however for the following purposes. Whereas the  
 said Kate M. Brown and Benjamin W. Brown her husband  
 did on the second day of January 1895 make execute and  
 deliver to said Globe Trust and Loan Company One Pri-  
 cipal Real Estate Bond for the sum of Two Thousand  
 Dollars borrowed money of even date herewith payable  
 as follows.

Two Thousand dollars on January 1st 1900  
 with interest coupons thereto attached of even date  
 herewith falling due respectively on the first day of Jan-  
 uary in each year, and until the same are fully paid  
 all payable at the office of the Globe Trust and Loan Company  
 Boston Massachusetts with interest thereon at the rate of  
 ten per cent per annum payable semi-annually after time-  
 ternity or after default, until paid: And whereas said  
 party of the first part agrees with said party of the third part  
 and the executors or assigns of said promissory note and  
 each of them, to pay all taxes and assessments general and  
 special against said land and improvements when due  
 or within the time required by law: and also to keep the  
 improvements upon said land in good repair and  
 constantly insured in such companies as said third party  
 may approve of until said note be paid for the sum of at  
 least Five Hundred Dollars and the policy or policies  
 thereof constantly assigned or pledged and delivered to  
 said party of the third part, or to the legal holder of said  
 note for further securing the payment of said note with  
 power to demand receive and collect any and all  
 moneys becoming payable thereunder and apply the same  
 toward the payment of said note unless otherwise paid  
 and also to keep said land and improvements thereon free  
 from all statutory lien claims of every kind and also to  
 protect the title and possession of said premises so that  
 this deed of trust shall be a first lien thereon until said  
 debt is paid: and if any or either of said agreements  
 be not performed as aforesaid then said party of the

third part or said endorser or assignee or any of them  
 may pay such taxes and assessments and may effect  
 such insurance for said purpose paying the cost thereof  
 and may also pay the final judgment for any statu-  
 tory lien claim and may protect the title or possession  
 of said land including all costs and attorneys fees  
 and for the repayment of all moneys paid in the  
 premises with interest thereon from the time of pay-  
 ment at the rate of ten per cent per annum, these pres-  
 ents shall be security in like manner and with like  
 effect as for the payment of said note. Now if said note  
 and the interest thereon be paid when due and said  
 agreements be faithfully performed as aforesaid then  
 these presents shall be void and the property herein before  
 conveyed shall be released, at the cost of said party of  
 the first part. But if default be made in the payment  
 of said note or any of the interest coupons when due or  
 in the faithful performance of any or either of the agreements  
 as aforesaid then the whole amount of said note with interest  
 thereon shall at the option of the holder of said note become  
 immediately due and payable without notice to said first  
 party and this deed shall remain in force and the said party  
 of the second part or his successors in trust may at the request  
 of the holder of said note proceed to sell the property here-  
 in before described and any and every part thereof and  
 all right and equity of redemption of the said party of the  
 first part and the heirs executors or assigns of said  
 first party thereon at public vendue to the highest  
 bidder at the front door of the Court House in the County  
 of Madison and State of Mississippi first giving them  
 thirty days public notice of the time terms and place of  
 sale and of the property to be sold by advertisement in  
 some newspaper printed and published in the County  
 in which the land is situated or by posting written  
 notices thereof in at least three public places in  
 such County one of which shall be at the Court  
 House door of such County and said Justice may  
 adjourn the sale from time to time in his discretion  
 and upon such sale shall execute and deliver  
 a deed of conveyance of the property sold to the  
 purchaser or purchasers thereof and at any statement  
 or recital of fact or condition shall be deemed to be the  
 proceeds of said sale out of which he shall pay:



First, the cost and expenses of executing this trust including compensation to the Trustee for his services and a sum equal to ten percent of the amount of said note as solicitor's fee, but not to said third party or the endorsers or assignees of said promissory note upon the usual vouchers therefor all monies paid for insurance and taxes and judgment upon statutory lien claims and cost and interest thereon as herein before provided for, and next, the interest coupons and interest due thereon and unpaid, and lastly the amount of said principal note with interest thereon up to the time of such payment and if not enough therefor then apply what remains. The balance of such proceeds if any shall be paid to the said party of the first part or the legal representatives of said first party.

The party of the first part hereby expressly waives and releases all right claim benefit privilege and exemption under any and all limited exemption laws of the State of Mississippi.

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

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

Signed sealed & delivered in presence of

J. M. Crayton  
No. 13 Newnes

Kate M. Avery  
Benjamin W. Avery

The State of Mississippi  
Madison County

On this 10<sup>th</sup> day of April A.D. 1895 before me the undersigned Judge of the Notary Public, and Chancery Clerk personally appeared Kate M. Avery and Benjamin W. Avery her husband to me known to be the

persons described in who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the purposes therein set forth. My term of office will expire on the first day of January 1896  
 Witness my hand and official seal this day and year first above written

James Pennington Chy. Clk  
 & Ex officio Clk Public  
 Madison Co Mississippi

Mississippi Second deed of Trust

State M Agency  
 Benjamin W Avery  
 To S of S  
 John A Neuminger

Filed for Record April 16<sup>th</sup>  
 1895 at 11 o'clock a.m.

Recorded April 16<sup>th</sup> 1895

To secure  
 Globe Investment Company  
 and Ninety Nine by deed between State M Agency and Benjamin W Avery her husband of Madison County State of Mississippi first party and John A Neuminger Trustee herein of Jackson County State of Missouri second party and the Globe Investment Company a corporation established under the laws of the Commonwealth of Massachusetts and having its and having its principal place of business in Boston in the County of Suffolk and said Commonwealth, third party.

Witnesseth That said party in consideration of the debt and trust hereinafter mentioned and created and of the sum of One dollar to said first party paid by said second party the receipt of which is hereby acknowledged have granted and sold and by their present and good and lawful heirs and assigns unto the said second party or his successors in trust forever all the following described real estate situated in Madison County State of Mississippi to wit: West half (N<sup>2</sup>) and West half of South East quarter (N<sup>2</sup> SE<sup>4</sup>) of section Eighteen (18) and North West quarter of North East quarter (N<sup>2</sup> NE<sup>4</sup>) and North half of North West quarter (N<sup>2</sup> NW<sup>4</sup>) of section (19) within all in Township Ten (10) Range Three (3) East of Clinton Co. To have and to hold the same and all appurtenances

A city corner of land also entered as follows - Co. A. in the chart that corner of section 18 Range 10 R. 3E said tract bounded on the north by the Co. A. boundary line of said sec 18 on the east by the SECOR. on the west by the boundary line of said sec. on the south by a line running East about 1000 ft. in length within said bounds. Surveyed by me, Henry Johnson, on the 10th day of March 1897. Witness my hand and official seal at Jackson Miss. this 10th day of March 1897. H. Johnson

The same to belong unto said second party or his successors  
 forever. And trust however for the following purposes:  
 Whereas said party of the first part is justly indebted to the  
 Globe Investment Company of Boston Massachusetts in the sum  
 of Three Thousand dollars with interest thereon according to the  
 tenor and effect of one note of even date herewith signed by said  
 parties of the first part and payable as follows  
 Sixty dollars on January 1<sup>st</sup> 1896. Sixty dollars on January 1<sup>st</sup> 1897  
 Sixty dollars on January 1<sup>st</sup> 1898 Sixty dollars on January 1<sup>st</sup> 1899  
 Sixty dollars on January 1<sup>st</sup> 1900. And whereas, This Trust deed is made  
 subject to a prior Trust deed to said second party securing a note for  
 Five Thousand Dollars payable to the said Globe Investment Company  
 It is here by stipulated, That whenever said prior Trust deed by its terms becomes  
 due and payable either by default in payment of interest or otherwise than  
 the note hereby secured shall thereupon become immediately due payable and  
 recoverable without notice to the first party. The first party further agrees that  
 if he shall fail to pay said money or any installment thereof when the  
 same becomes due or shall fail to pay taxes or assessments levied on said property before  
 the same becomes delinquent or shall fail to perform or comply with any of the foregoing  
 conditions or stipulations, then the whole sum of money here by secured shall become  
 due and payable at the election of the holder thereof without notice of said elec-  
 tion to the first party and the said party of the second part or his successors  
 in trust may at the request of the holder of said note proceed to sell the prop-  
 erty herein before described and any and every part thereof and all right and  
 equity of redemption of said party of the first part and the heirs executors or  
 assigns of said first party therein at public venue to the highest bidder  
 at the front door of the Court House in the County of Madison and State of  
 Mississippi first giving thirty days public notice of the time, terms and  
 place of sale of the property to be sold by advertisement in some newspaper  
 printed and published in the County in which the land is situated or by  
 putting written notices thereof in at least three public places in such  
 County one of which shall be at the Court House door in such County  
 and said Trustee may adjourn the sale from time to time in his discre-  
 tion and upon such sale shall execute and deliver a deed of convey-  
 ance of the property sold to the purchaser or purchasers thereof; and  
 any statement or recital of fact in such deed shall be prima  
 facie evidence of the truth of such statement or recital and the  
 said Trustee shall receive the proceeds of said sale out of which  
 he shall pay: First, the cost and expenses of executing this trust  
 including compensation to the Trustee for his services and a sum  
 equal to ten per cent of the amount of said note as solicitors fee  
 and next to said third party or the successors or assigns of said  
 promisor note upon the usual vouchers therefor all moneys paid for

Paid notes enclosed and  
 returned hereto  
 page 426. W.M. Kempbe

insurance and taxes and judgment upon statutory lien claims and costs and interest thereon and ten per cent per annum, and next, all of said note. The balance of such proceeds if any shall be paid to the said party of the first part or the legal representatives of said first party.

The party of the first part expressly waives and releases all right claim benefit privilege and exemption under any and all home stead exemption laws of the State of Mississippi.

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

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

Signet sealed & delivered in presence of  
A B Greaves  
J M Grafton

3  
M  
4

State M Army  
Benjamin H Army

State of Mississippi  
Madison County

On this 10th day of April A D 1896 before me the undersigned Jas Crockett City Clerk and official Notary Public personally appeared Kate M Army and Benjamin H Army her husband to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the purposes therein set forth.

My term of office will expire on the 1st day of January 1896.

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

Jas Crockett City Clerk  
Not Public of  
Madison County  
Mississippi

Walter W. McDowell  
To J. P. Russell Agreement  
British American Mortgage Co Limited

Filed for Record April 22<sup>nd</sup> 1895 at 80<sup>00</sup>  
Am.  
Recorded April 22<sup>nd</sup> 1895

This Indenture made the 13<sup>th</sup> day of February 1895 by and between the British and American Mortgage Company Limited, the holder of certain promissory notes to wit: One for the sum of (\$500<sup>00</sup>) Five Hundred Dollars due December 1. 1891. One for the sum of (\$500<sup>00</sup>) Five Hundred Dollars due December 1. 1892. One for the sum of (\$500<sup>00</sup>) Five Hundred Dollars due December 1. 1893. One for the sum of (\$2500<sup>00</sup>) Twenty Five Hundred Dollars due December 1. 1894 aggregating the sum of Four (\$4000) Thousand Dollars. The said notes having been duly assigned to the British and American Mortgage Company (Limited) by William B. Shattuck given by Walter W. McDowell and J. P. Russell and secured by a certain deed of trust or real estate in Madison County State of Mississippi dated the 5<sup>th</sup> day of February 1889 and recorded in Book "V V" page 444 partly of the first part claiming to own the equity of redemption in said mortgaged premises of the second part.

Witnesseth: That said parties for themselves and their representatives hereby mutually agree that the terms for the payment of said sum of (\$4000<sup>00</sup>) Four Thousand Dollars being part of said mortgaged debt shall be and the same is hereby extended for the term of Five (5) Years from the 1<sup>st</sup> day of December 1894 and the same is to bear interest from said date at the rate of Five per centum per annum and that both principal and interest shall be payable as follows, viz:

- \$400<sup>00</sup> Four Hundred Dollars of Principal December 1. 1895 Fixed
- \$400<sup>00</sup> Four Hundred Dollars of Principal December 1. 1896 Fixed
- \$400<sup>00</sup> Four Hundred Dollars of Principal December 1. 1897 Fixed
- \$400<sup>00</sup> Four Hundred Dollars of Principal December 1. 1898 Fixed
- \$2400<sup>00</sup> Twenty Four Hundred Dollars of Principal December 1. 1899 Fixed
- \$400<sup>00</sup> Four Hundred Dollars of Interest December 1. 1895 Fixed
- \$360<sup>00</sup> Three Hundred and Sixty Dollars of Interest December 1<sup>st</sup> 1896 Fixed
- \$320<sup>00</sup> Three Hundred and twenty Dollars of Interest December 1<sup>st</sup> 1897 Fixed
- \$280<sup>00</sup> Two Hundred and Eighty Dollars of Interest December 1<sup>st</sup> 1898 Fixed
- \$240<sup>00</sup> Two Hundred and Forty Dollars of Interest December 1<sup>st</sup> 1899 Fixed

and the said parties of the second part for themselves their heirs executors administrators and assigns hereby covenant agree and promise to pay to the said British and American Mortgage Company Limited its successors or assigns the said sum of Four Thousand and (\$4000<sup>00</sup>) Dollars with interest thereon in 5 installments as herein before specified. It is expressly understood and agreed that the said deed of trust and notes herein before

This is a renewal of agreement of a deed of trust recorded in Book 10 page 44  
wherein my signature this April 22nd 1895  
Geo. Country Club

mentioned and refers to and made part of this indenture & that nothing herein contained shall be construed to impair the security of said party of the first part its successors and assigns under said trust deed and notes nor affect nor impair any rights or powers which said mortgagee its successors or assigns may have under said notes and trust deed for the recovery of the mortgage debt with interest in case of the nonfulfillment of this agreement by said parties of the first second part and that the said trust deed is continued in all its full force and effect as security for said debt and the Chancery Clerk of Madison County is hereby empowered to extend and re-stipulate of the lien upon the margin of the record of the herein before mentioned trust deed as provided in Art. 2642 of the Code of Mississippi of 1892

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

Catherine L. McDowell  
The British American Mortgage Company Limited  
By Albert R. Shattuck & Lionel S. Graham Directors

State of Mississippi  
County of Madison

Personally appeared before me O W Phillips a Justice of the Peace of said County the within named Catherine L. McDonald who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand and seal this 2nd day of March 1895  
O W Phillips J.P.

State of New York  
County of New York

Personally appeared before me Lehigh B. Ryland a Notary Public in and for said County of state residing in the City of New York duly commissioned and acting for the British American Mortgage Company Limited by Albert R. Shattuck & Lionel S.

Graham two of its directors who acknowledge that they signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said Company  
Given under my hand and seal this 17<sup>th</sup> day of  
April 1895

Chas. F. Portland  
Notary Public County  
of New York &c

Samuel R. Audum  
and  
Wm Audum

Filed April 30<sup>th</sup> 1895  
and Recorded

McCampbell

Witnessed by Owen Attorney General  
in P. O. Box No. 420 Jan 20<sup>th</sup> 1895

For the use of the United States Mortgage Co of Scotland Limited her husband party of the first part: Charles Leurrer of the City of Memphis in the State of Tennessee party of the second part as Trustee and the United States Mortgage Company of Scotland Limited a corporation party of the third part: This messeth: That the said party of the first part in consideration of the sum of money hereinafter mentioned, loaned by the party of the third part to the party of the first part, the receipt whereof is hereby acknowledged, and the further consideration of One dollar paid by the party of the second part to the party of the first part does hereby grant bargain and sell convey and confirm unto the said party of the second part and his successors the following described real estate situated in the County of Madison in the State of Mississippi to-wit:

The West Half of North West quarter, all of North West Quarter of section One (1). Also One hundred (100) acres in the South East quarter of section One (1) lying West of the Livingston Vernon Road. Also East Half of North East quarter of section Two (2). South Half of section Two (2). East Half of West Half of section Eleven (11) and all East Half of section Eleven (11) except a certain parcel of land containing Forty (40) acres more or less lying between Burnt Run Lake and the South line of said section in the North East corner thereof. North half of section Twelve (12) less four (4) acres in North East corner thereof. All in Township Eight (8) North Range One (1) West containing in all Fourteen Hundred and Eighty Eight (1488) acres more or less together with the tenements hereditaments and appurtenances thereto

This indenture

made and entered into by and between Samuel R. Audum and William W. Audum

belonging and the rents and profits thereof and machinery now or hereafter put upon said premises for the conduct thereof whether attached or detached. To have and to hold above granted premises, appurtenances, improvements and machinery and rents and profits unto the said party of the second part, his successors and assigns forever.

And the said party of the first part does hereby covenant with the said party of the second part, his successors or assigns that Annie R Anderson is lawfully seized in fee of the above granted lands and premises: that the same are free from all incumbrances, and that they will warrant and forever defend the title to the same unto the said party of the second part, his successors and assigns against the lawful claims and demands of all persons. And the party of the first part has by expressly release relinquish and convey to said trustee his successors and assigns all rights of dower or homestead in said premises.

This Indenture is intended as a Deed of Trust for the following purposes, to wit: Whereas, The said Annie R Anderson and William W. Anderson are indebted and indebted to the said party of the third part in the sum of Two Thousand dollars which indebtedness is for money loaned and with interest thereon is evidenced by the following described promissory notes bearing even date herewith executed by them, to wit:

- One for Four Hundred Dollars (\$400<sup>00</sup>) due December first 1895
- One for Four Hundred Dollars (\$400<sup>00</sup>) due December first 1896
- One for Four Hundred Dollars (\$400<sup>00</sup>) due December first 1897
- One for Four Hundred Dollars (\$400<sup>00</sup>) due December first 1898
- One for Four Hundred Dollars (\$400<sup>00</sup>) due December first 1899
- One for One Hundred and Twenty Five Dollars (\$125<sup>00</sup>) due December first 1895
- One for One Hundred and Sixty Dollars (\$160<sup>00</sup>) due December first 1896
- One for One Hundred and Twenty Dollars (\$120<sup>00</sup>) due December first 1897
- One for Eighty Dollars (\$80<sup>00</sup>) due December first 1898
- One for Forty Dollars (\$40<sup>00</sup>) due December first 1899

Said notes represent installments of said principal and annual interest due thereon at the rate of ten per cent and are payable in gold coin of the United States of the present standard of weight and fineness, to the party of the third part at the Vicksburg Bank, Vicksburg, Mississippi with intent at ten per cent per annum after maturity in certain manner of exemptions and are all with their accruing interest intended to be secured by this conveyance. And if by reason of error or delay of any sort the said certificate or



notes shall include more than ten per cent on the sum loaned from date of payment thereof then it is agreed that said notes or notes shall be credited with the excess, so as to conform to the actual intention and agreement of the parties that no more than ten per cent interest shall be paid or received.

Now if the said party of the first part shall well and truly pay or cause to be paid each and all of said notes as they respectively fall due and shall perform all other acts and obligations as herein provided then this conveyance shall become null and void. But should they fail to pay any of said notes at maturity or fail to pay taxes before delinquency or for insurance premiums when due or to keep and perform any other act obligation or covenant hereof, or in case there should be any claim lien or incumbrance affecting the property prior to this trust deed, then the whole of the principal unpaid or then due on the face of the notes or not together with all accrued interest on said principal and all other sums hereby secured shall at once become due and collectable at the option of the legal holder of any unpaid note acting in person or by agent and on notice of the exercise of such option shall be necessary: and in any case said trustee or his successor may when requested by the legal holder of any such unpaid note or notes or his agents take possession of the real estate and personally hereby conveyed, and of the rents thereof for the current year and either with or without selling all the same at public auction for cash as a whole in one lot: or he may sell in such parcels as he sees fit with out question of his power to sell. Said sale shall be made at the front door of any courthouse in the county where any of said lands are situated or any of said lands or at the principal door of the State Capital Building at Jefferson, Mo. or at the State Treasury, Court House of St. Louis County in Jackson, Mo. as may be specified in the notice of such sale and after notice of the time place and terms of sale by at least three weeks publications thereof in any daily or weekly newspaper then published in the county where any of said lands are situated: and if no newspaper is then published in such county then such publication may be made in any newspaper published in Jackson, Mo. And the said trustee or his successors with or without readvertising is hereby authorized to postpone or adjourn said sale from time to time for any length of time at his discretion: or to dismiss or not to make said sale and the authority and powers given hereunder shall not be discharged by their exercise in case of any default or violation but

may again be exercised as often as any default or violation may exist and for any sale hereunder the acting trustee is authorized to appoint in writing an agent and auctioneer to make such sale for him in his absence as fully and validly as if the trustee were present himself conducting the sale. And at any sale hereunder a cash deposit may be required as a condition to the acceptance of this or any bid.

It is further expressly provided that the recitals in the trust deed in compliance to the purchaser shall be full evidence of all matters therein stated and no other proof shall be requisite of request to the trustee to enforce this trust or of the proper and due appointment of any substitute trustee who may act; or of the advertisement or sale or any particulars thereof and all prerequisites to said sale shall be presumed to have been performed and at such sale any of the parties hereto may become purchasers. And out of the proceeds of such sale said party of the second part shall pay all the expenses of executing this trust including ten per cent commission for his individual services and ten per cent attorneys fees and the full amount of the debt due and owing to the party of the third part both principal and interest and all sums if any which shall have been paid by said party of the third part its successors or assigns for taxes repairs insurance and other charges which would be a lien upon the said real estate in such order as he may determine and the remainder if any shall be paid over to the said parties of the first part or their assigns upon reasonable request. If any other legal or equitable remedy is resorted to by the party of the second part or his successor or by the third party or assigns for the collection or protection of the debt hereby secured then said parties of the first part hereby agree to pay as attorneys fees ten per cent on the debt hereby secured and any other reasonable outlay for such protection all of which shall be secured by this trust deed. They further covenant to pay before delinquency all taxes and assessments that may be laid within the State of Mississippi upon said lands or upon the interest of the second or third party therein or upon the note or debt secured hereby or title held by a non-resident of the State of Mississippi. But in case any such taxes are laid on the interest of either the second or third parties in said premises or on the notes or debt

secured hereby, the party of first part shall not be bound therefor if such obligation may not legally be made under the laws of Mississippi for the payment by party of first part of such taxes in full so as to reconvey the other parties therefrom: yet if such obligation may not legally be made for the payment by party of the first part of the entire amount of such taxes but may be legally made for any part thereof the party of the first part shall be bound to pay the same to the extent that it shall be legal to do so. The intent of the parties is to bind party of first part in this regard only so far as the same can be legally and validly done. Should this deed of trust or the debt hereby secured, or the interest of the second and third parties in the land be taxed under any laws of the State of Mississippi now or hereafter passed, then and in that event all of the principal debt hereby secured and accrued interest and any unpaid advances shall immediately become due and payable at the option of the holder of any note hereby secured. And in the event that they should fail to pay such insurance premiums as aforesaid; or to pay said taxes as above stipulated, and to promptly pay off, discharge or buy in any claim lien or incumbrance which is prior to this trust deed, then the trustee or said party of the third part its successors or assigns may pay or buy in the same and the amounts so paid with cost and attorney's fees for all and any of said premiums shall thereupon become a part of the said indebtedness hereby secured and shall be governed by the provisions of this deed of trust and shall bear interest from the date of payment at the rate of ten per cent per annum. And the said parties of the first part hereby covenant to allow no waste to be committed and to keep all the security in as good and the same condition and repair as they now are, reasonable wear and tear and the casualties of fire, tempest and war being excepted.

The sole consideration of this deed of trust being the above mentioned principal sum loaned by the party of the third part to the party of the first part & represented by the notes herein described: now in consideration of the premises and to further secure the prompt payment of all sums hereby secured the parties of the first part do hereby waive all rights of appraisement sale and redemption in person or by required proxy. In case of refusal neglect or incompetency to act of said trustee or his absence from the State or his decease then said party of the third part or any holder of said notes or the legal

representatives or agents of either can at any time they may desire appoint a trustee in place of the said party of the second part or any succeeding trustee whose acts under the premises shall be of the same validity as if done by the trustee herein before named. It is made an express condition of this deed of trust that it shall not be released of record by anyone but the person (or his duly authorized agent) who actually holds and owns the mortgage secured at the time such release is granted.

And it is expressly agreed and made part of this instrument that the payment may be made of any proceeds of such insurance to party of the first part or his assigns or an extension or extensions may be made of the time of payment of any part or parts of the mortgage secured and any part of said estate may be released herefrom by party of the third part or assigns without in any wise affecting or diminishing the force effect or lien of this instrument and that this instrument shall continue as the first lien on all said land not so released until all sums with interest & charges hereby secured are fully paid notwithstanding any such insurance payment release extension or extensions. This deed of trust and the notes thereby secured shall without regard to the place of contract or payment be construed and enforced according to the laws of the State of Mississippi where the money loaned is borrowed and to be used. This deed and the notes thereby secured are given in full and extension of the debt hereby secured by the Trust deed recorded in Book 88 page 22 and Book 55 page 466 of the records of said County.

In witness whereof the said James R. Anderson and William W. Anderson have hereunto set their hands and seals this 27<sup>th</sup> day April 1895  
 James R. Anderson (seal)  
 William W. Anderson (seal)

Witness at request of Grantors  
 Sterling M. Gary  
 Saml. O. George

State of Mississippi  
 Madison County

This day personally appeared before the undersigned a duly commissioned Justice of the Peace and ex-officio Notary Public qualified and acting within and

for said County and State the within named Annis Alderson  
and William W. Anderson her husband to me personally known  
to be the grantors in the foregoing deed of trust and acknowledge that  
they signed executed and delivered the foregoing instrument on  
the day and year therein mentioned as their voluntary act and deed  
Given under my hand and seal this 27<sup>th</sup>

(Seal)

day of April 1895

R. L. Etkin Justice Peace  
& Ex officio Not Public

My commission expires on the 1<sup>st</sup> January 1896

John A. Moninger  
Trustee for  
Globe Investment Co  
To Refusal  
To act as Trustee to  
foreclose Howell & Leob  
and Lizzie J. Leob

Filed for Record 13<sup>th</sup> May 1895  
and Recorded May 16<sup>th</sup> 1895  
Known all men by these presents:  
That whereas I, the under-  
signed John A. Moninger was  
named as trustee in a certain  
deed of trust given by Howell

G. Leob and Lizzie J. Leob to me as trustee in trust for the Globe Invest-  
ment Company which deed of trust was intended to secure the sum of  
\$1500<sup>00</sup> and interest on the East Half of section twenty seven (27) and  
North half of South West quarter of section twenty seven (27) Town 10 Range  
Two (2) East Cherokee Meridian in Madison County Mississippi which  
deed of trust is recorded in Book 44 page 238 of the Records of  
Real Estate conveyances for said County and State and whereas  
there has been a default in conditions of said trust deed and whereas  
the holder of said note has duly requested me to sell as such  
trustee the foregoing tract of land now I, the undersigned do hereby  
for sufficient reasons refuse to act as trustee of said

For witness hereof I hereunto set my hand  
and seal on this 2<sup>nd</sup> day of March 1895

John A. Moninger (Seal)

State of Missouri  
Jackson County

I, Lafayette H. Finney a Notary Public in  
and for said County and State aforesaid do hereby certify that  
John A. Moninger who is personally known to me as the person  
described in said note whose name is subscribed to the foregoing  
instrument appeared before me this day in person and ac-  
knowledged he signed sealed and delivered the foregoing  
instrument of writing as his free and voluntary act for the  
uses and purposes therein set forth. Given under

my hand and officious seal this 2nd day of March 1895  
for the County and State aforesaid

Lafayette W. Finney  
Notary Public

My Commission expires May 23rd 1898

Globe Investment Company  
By Allison A. Mason Trust  
To J. Power to act as Trustee

J. P. George to purchase  
Mortgage given by H. G. Lizzie Lobb  
dated January 23rd 1890 given by Howell G. Lobb and Lizzie  
Lobb comprising the following described lands situate in Mad-  
ison County and State of Mississippi viz: all of the East half  
of section twenty seven (27) and North half of South West quarter  
of section twenty seven (27) Township ten (10) Range 2 East  
of Choctaw Meridian in trust to secure unto Globe Investment  
Company the payment of the notes mentioned therein which  
deed of trust is recorded in Book 94 page 238 of the records  
of real estate conveyances for said County; and whereas upon  
default in the conditions of said deed of trust said trustee  
upon lawful request hath refused to act as trustee.  
Now therefore, Globe Investment Company the legal owner  
and holder of the obligations secured by said deed of trust  
doth hereby constitute and appoint J. P. George Trustee under  
said deed of trust as successor in trust thereunder with full  
power to execute the same as fully as the Trustee therein named  
could have done

Know all men by these  
presents: That whereas  
one John A. Moninger  
was named Trustee in  
a certain deed of trust

In witness whereof Globe Investment Company hath  
caused its corporate seal to be hereunto affixed  
and these presents to be executed in its behalf  
by its President this 14th day of March 1895

Globe Investment Company  
By Allison A. Mason  
President

Commonwealth of Massachusetts  
County of Suffolk

Be it remembered that on the  
14th day of March 1895 before me the undersigned a Notary Pub-  
lic in and for said County and Commonwealth personally appeared  
Allison A. Mason to me well and personally known to be the  
President of the Globe Investment Company and the same per-  
son who signed the foregoing instrument and acknowledged

to me that said corporation executed the same as its voluntary act and deed for the uses and purposes therein specified.

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

Arthur Carroll  
Notary Public.

### Trustee's sale of land

Whereas on the 23<sup>rd</sup> day of January 1890 Russell G. Cobb & Lizzie Cobb of Madison County and State of Mississippi conveyed to John A. Moninger the following described lands to wit: All of the East half of section twenty (20) seven and the North half of the South West quarter of section twenty seven (27) Township Twp (10) Range Two (2) East lying and being in said County which said deed was made to him in trust for the use of the Globe Investment Company, a corporation under the laws of the State of Massachusetts to secure said company the payment of certain promissory notes therein named which said deed in trust was recorded among the records of land conveyances of said County in Book "G M" Page 238 and whereas grantors have made default in the payment of said indebtedness and whereas the Trustee named in said deed in trust upon lawful request as to do both refused to act as said trustee and whereas the said Globe Investment Company is the legal owner and holder of the obligations mentioned in said deed on the 14<sup>th</sup> day of March 1890 by deed of substitution and in accordance with provisions of said trust deed did nominate and appoint J. D. Genge as Trustee to execute the provisions of said deed in trust in the room and place of said John A. Moninger which said deed of substitution duly acknowledged is to be found in Book E & E page 46 of the land records of said County & whereas the said J. D. Genge Trustee as aforesaid did advertise the said lands for sale at the South door of the Court House at Canton in said County on the 30<sup>th</sup> day of April 1890 for cash to the highest and best bidder which said advertisement was duly posted at the South door of said Court House at the Post office at Canton aforesaid and at Cross Steam Mill and Gin in said County which said notices were all put up at said several places for more than 30 days prior to the day appointed for the sale of said lands and whereas at said time and place to wit: at the South door of the Court

House aforesaid on the said 30th day of April 1895 at 12 o'clock of said day the said substituted trustee did appear for the sale the lands aforesaid and at said sale the Globe Investment Company a corporation under the laws of the State of Massachusetts did bid for said lands the sum of Fifteen Hundred and ninety \$1590<sup>00</sup> the said sum being more than any other person did bid for the same land having paid the same sum of money so became the purchaser.

And therefore I the said J. P. George substituted trustee aforesaid do by these presents sell and convey unto the said Globe Investment Company all the above described lands  
 Witness my signature on this the  
 30th day of April 1895  
 J. P. George  
 Trustee

State of Mississippi  
 Madison County

Personally appeared before me designated James Poppley Clerk of the Supreme Court of said County the within named J. P. George Trustee who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed

Given under my hand and official seal at office this 30th day of April 1895  
 Jas. Poppley Clerk  
 J. W. Crafton

M. A. Futz and  
 L. S. Priestley  
 Ex J. Deedy Trust  
 W. J. Ma by

Filed for record May 10<sup>th</sup> 1895  
 at 11:00 am  
 Recorded May 16<sup>th</sup> 1895

To secure J. J. Gilman  
 This trust deed made and entered into this the 14th day of May AD 1895 between M. A. Futz and L. S. Priestley of the first part and W. J. Ma by Trustee and J. J. Gilman of the second part is to witness that whereas Mrs. A. W. Summing was a 10 Smith holds a note for the sum of 1000<sup>00</sup> against M. A. Futz & L. S. Priestley which is a lien on certain property this day sold said J. J. Gilman by said L. S. Priestley under warranty deed said

Witnessed March 1896 J. P. Gilman



note being fully described in the deed from Mrs A Deane to L.S. Priddy and Mary A Deane recorded in Book 106 page 244 of the land records of Madison County in the Chancery Clerk's office of said County State of Mississippi: And whereas said first parties are desirous of protecting the said J. Gilman from the lien of said note now then pending in consideration of the sum of one dollar paid by said trustee the said first parties do by this instrument convey and warrant unto the said M. D. Murphy trustee the following described property lying and being situated in the County of Madison State of Mississippi and within the corporate limits of the City of Canton Mississippi: This undivided two thirds interest in and to the E<sup>1/2</sup> of E<sup>1/2</sup> Lot 2 square 4 and to W<sup>1/2</sup> E<sup>1/2</sup> Lot 2 square 4 to E<sup>1/2</sup> E<sup>1/2</sup> N<sup>1/2</sup> Lot 2 square 6 on the eastern side of the Public Square of said City according to the original map plat of said City now on file in the Chancery Clerk's office of said County together with all improvements thereon: To have and to hold to said trustee or his successors forever

In trust however upon the following terms and conditions if the said first parties shall well and truly pay said note above described to Mrs A Deane or the holder thereof when the same shall be due then this instrument to be void and of no effect. But if they shall not so pay said note and interest thereon and the said J. Gilman shall have to pay the same on the property deeded to him by said L.S. Priddy aforesaid shall be subjected to the payment of said note. Then said trustee or any other trustee the said J. Gilman or his personal representative may appoint shall take possession of the property herein described and sell the same at public outcry to the highest bidder for cash in front of the Court House of Madison County Mississippi after giving ten days notice of such sale by posting with due notice of such sale upon said Court House door and said trustee shall make a good and valid deed to the purchaser at such sale and out of the proceeds of such sale pay the cost and expenses of such sale then the amount said J. Gilman shall have had to pay on said note and if any balance remain pay such balance to said first parties

In testimony whereof the said first parties have hereunto set their hands this 14<sup>th</sup> day of May 1893

Mary A Deane  
L.S. Priddy

(Over)

State of Mississippi  
Madison County

Personally appeared before the undersigned James Pruitt Clerk of the Chancery Court of Shelby County the within named Married Guts and S. Pruitt who acknowledge that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed

Given under my hand and official seal of office this 15<sup>th</sup> day of May 1895  
Jas. Edgett Clerk  
J. M. Shelton Secy

State of Tennessee  
Shelby County

Filed for Record & Recorded May 20<sup>th</sup> 1895

In consideration of the sum of Five Hundred Dollars Cash in hand paid to me. Receipt whereof is hereby acknowledged I convey and warrant to John Robner of Canton Miss. the land described as the N<sup>2</sup> N<sup>2</sup> E<sup>4</sup> less 15 acres off the West side and the N<sup>2</sup> E<sup>4</sup> less 10 acres off the North side all in sec 8. Twp 10 R 4 East in Madison County & State of Mississippi

Witness my signature on this 14<sup>th</sup> day of August 1894  
Thomas Robner

State of Tennessee  
Shelby County

I J. M. Guthrie, a Commissioner of the State of Mississippi duly appointed by the Governor thereof for the State of Mississippi to reside in the city of Memphis do certify that on this day personally appeared before me the within named Thomas W. Allen who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed

Given under my hand and official seal at Memphis aforesaid this the 14<sup>th</sup> day of August 1894  
J. M. Guthrie  
Commissioner

Thos Robner  
To T. W. Allen  
John Robner

Atlanta Mansell } Filed for record May 20<sup>th</sup> 1895 at 4:00 PM  
To J. Reed } Recorded May 22<sup>nd</sup> 1895  
Elizabeth Lebb }

In consideration of  
One Hundred Dollars Cash in hand paid me by my mother  
Elizabeth Lebb, I, Atlanta Mansell one of the children of  
Erasmus S. Lebb and his at law of my brother  
Erasmus S. Lebb do hereby convey and warrant and  
bargain sell and deliver unto the said Elizabeth Lebb  
all of my right title claim interest and demand of in  
and to the property real personal and mixed of which  
my said deceased brother Erasmus S. Lebb was seized  
and possessed at the time of his death and all property in  
which he had an interest in.

Witness my hand and seal this the 19<sup>th</sup>  
day of May 1895  
Atlanta Mansell

State of Mississippi }  
Leake County }

Personally appeared before the un-  
der signed Justice of the Peace in and for said  
County & State Atlanta Mansell who acknowledged  
that she signed sealed and delivered the foregoing  
Deed in the day and year therein mentioned and for  
the purposes therein expressed

Witness my hand and official seal this  
the 19<sup>th</sup> day of May 1895  
Peter Watkins J.P.  
for Leake County

Ms Lebb it als }  
To J. Reed } Filed for Record at 4:00 PM May 20<sup>th</sup> 1895  
Elizabeth Lebb }

In consideration of the love and affec-  
tion that we have & have for our mother Elizabeth  
Lebb and ten dollars cash in hand paid us by her  
and for other valuable considerations in law we  
the children of said Elizabeth Lebb & Erasmus S. Lebb  
do hereby convey and warrant and bargain sell and  
deliver to the said Elizabeth Lebb all of our right title  
interest claims and demands that we or either of  
us have or own in the interest property real person-  
al or mixed of which our said brother Erasmus  
S. Lebb died seized and possessed otherwise

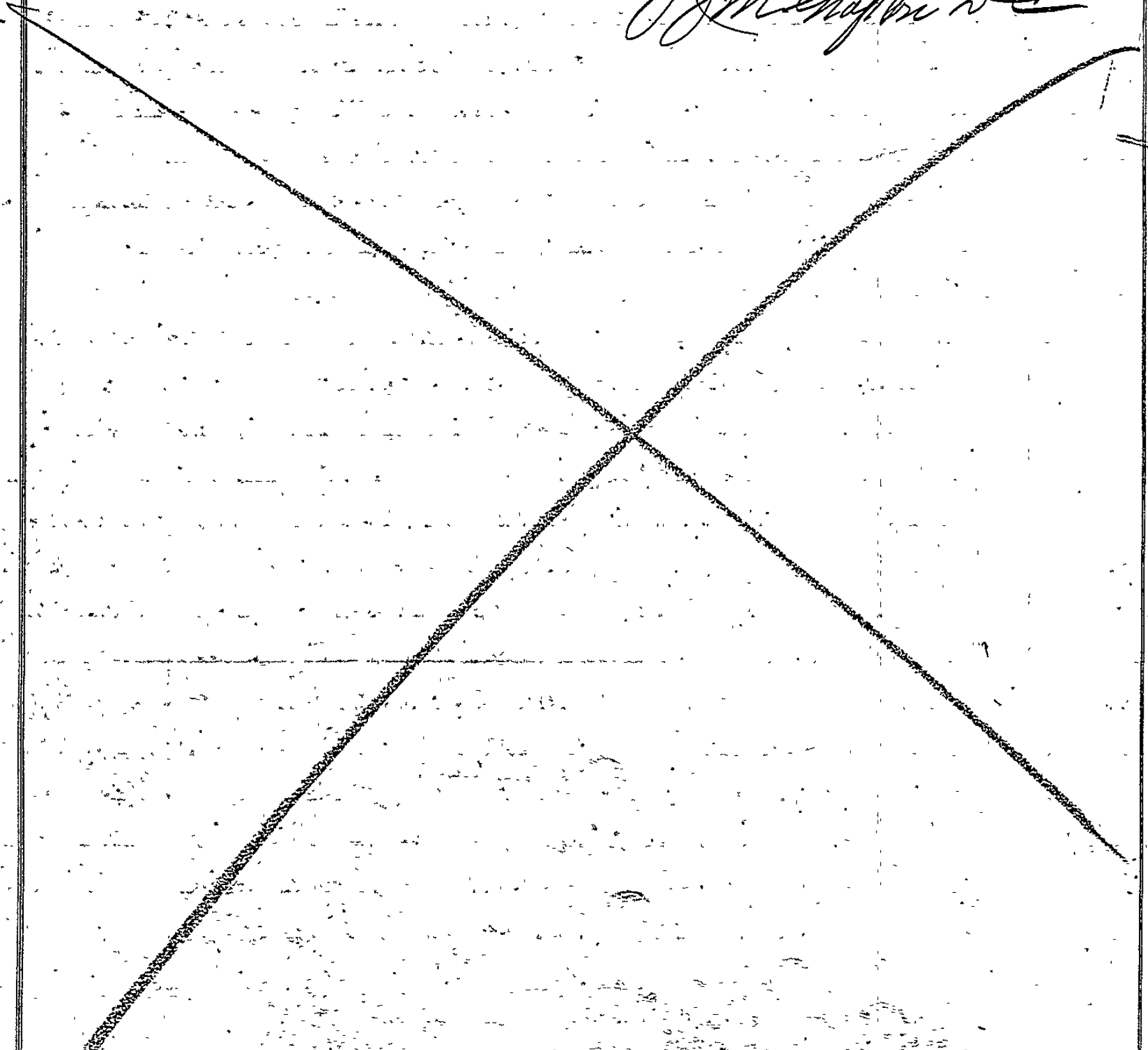
situated and in which he had any interest  
Witness on hands and seals this the 15<sup>th</sup>  
day of December A.D. 1894

D. O. Leobb (seal)  
W. H. Leobb (seal)  
J. J. Powers (seal)  
J. A. Helm (seal)  
M. S. Leobb (seal)  
Kate J. Fickett (seal)

State of Mississippi  
Madison Leobb

Personally appeared before the undersigned James Trustly, clerk of the chancery court of the said county the within named M. S. Leobb who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed  
Given under my hand and official seal at office this 20<sup>th</sup> day of May 1895

James Trustly clerk  
J. M. Grafton & Co



There was no consideration ever advanced in for this deed in trust  
by any one & it is utterly null & void & of no effect.

M M Reid  
Mora M Reid

Mora M Reid and Mrs M Reid  
To J Deed of Trust  
To secure

Filed for Record May 23<sup>rd</sup> 1895  
at 10 o'clock am  
Recorded May 23<sup>rd</sup> 1895

Globe Investment Company  
This Indenture made  
this second day of January A D 1895 by and between Mora M. Reid  
and Mrs M. Reid her husband of the County of Madison State  
of Mississippi party of the first part and John A. Mooringer Trustee  
herein of the County of Jackson State of Missouri party of the second  
part and the Globe Investment Company a corporation established  
under the laws of the Commonwealth of Massachusetts and having  
its principal place of business in Boston in the County of Suffolk &  
said Commonwealth party of the third part

Witnesseth That the said party of the first part in consideration  
of the debt and trust hereinafter mentioned and created and of  
the sum of one dollar to the said first party paid by the said party  
of the second part the receipt of which is hereby acknowledged  
do hereby present grant bargain and sell convey and confirm unto  
the said party of the second part the following described real estate sit-  
uated in the County of Madison in the State of Mississippi to wit:

West half of West half of North West quarter (N<sup>2</sup> W<sup>2</sup> NW<sup>4</sup>) North  
half of West half of West half of South West quarter (S<sup>2</sup> W<sup>2</sup> SW<sup>4</sup>) of  
S<sup>14</sup> Fifty (15) acres off the West side of South half of West half  
of South West quarter (S<sup>2</sup> W<sup>2</sup> SW<sup>4</sup>) of section Five (5) and East  
half of East half (E<sup>2</sup> E<sup>2</sup>) of section Six (6) and Fifty four (54)  
acres off North end of East half of North East quarter (E<sup>2</sup> NE<sup>4</sup>) of  
section Seven (7) all in Township Nine (9) Range Three (3) East of  
Meridian P. M.

also South half of East half of South East quarter (S<sup>2</sup> E<sup>2</sup> SE<sup>4</sup>)  
of section Thirty one (31) and South East quarter (SE<sup>4</sup>) and South half  
of West half of South West quarter (S<sup>2</sup> W<sup>2</sup> SW<sup>4</sup>) and Fifty (50)  
acres off South end of East half of South West quarter (E<sup>2</sup> SW<sup>4</sup>)  
of section Thirty two (32) and South half of North West quarter  
(S<sup>2</sup> NW<sup>4</sup>) and South half of West half of North East quarter  
(S<sup>2</sup> W<sup>2</sup> NE<sup>4</sup>) of section Thirty three (33) all in Township Ten (10)  
Range Three (3) East of Meridian P. M. and possession of said  
premises now deliver unto said party of the second part

To have and to hold the same With the appurtenances to  
the said party of the second part and to his successors here-  
inafter designated from the said party of the first part here-  
by covenanting with said party of the second part for the use and  
benefit of the said party of the third part its successors and assigns  
that they are lawfully seized of an indefeasible estate in fee in said  
premises: that they have good right to convey the same: that said

premises are free and clear of all liens and incumbrances and that they will warrant and defend the title to said premises against the lawful claims of all persons whatsoever.

In trust. Wherein, for the following purposes: Whereas, The said Nora M. Reid and William M. Reid her husband did on the second day of January 1895 make, execute and deliver to the said Globe Investment Company one Principal Real Estate Bond for the sum of Twenty three hundred Dollars borrowed money of even date herewith payable as follows:

Twenty three hundred Dollars on January 1<sup>st</sup> 1900 with interest coupons thereto attached of even date herewith falling due respectively on the first days of January in each year and until the same are fully paid, all payable at the office of the Globe Investment Company Boston Massachusetts with interest thereon at the rate of ten per cent per annum payable semi-annually after maturity or after default until paid.

And whereas, said party of the first part agrees with said party of the third part and the endorses or assignees of said promissory note and each of them to pay all taxes and assessments when due or within the time required by law: and also to keep up the improvements upon said land in good repair and constantly insured in such companies as said third party may approve of until said note be paid for the sum of at least — Dollars and the policy or policies thereof constantly assigned or pledged and delivered to said party of the third part or to the legal holder of said note for further securing the payment of said note with power to demand receive and collect any and all moneys becoming payable thereunder and apply the same toward the payment of said note unless otherwise paid: and also to keep said land and improvements thereon free from all statutory lien claims of every kind: and also to protect the title and possession of said premises so that this deed of Trust shall be a first lien thereon until said debt is paid: and if any or either of said agreements be not performed as aforesaid: then said party of the third part or said endorses or assignees or any of them may pay such taxes and assessments and may effect such insurance for said purpose paying the cost thereof and may also pay the final judgment for any statutory lien claim and may protect the title or possession of said land including all costs and attorney's fees: and for the repayment of all moneys paid in the premises with interest

thereon from the time of payment at the rate of ten per cent per annum these presents shall be void in like manner and with like effect as for the payment of said note.

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

proceeds, if any shall be paid to the said party of the first part or the legal representatives of said first party.

The party of the first part hereby expressly grants and releases all right claim benefit privilege and exemption under any and all homestead exemption laws of the State of Mississippi.

And further, That in case of the death, absence, resignation or other inability or refusal to act of the said second party, that it shall be competent and proper for the said party or the holder of said indebtedness, or any part thereof to appoint, and substitute any other person as trustee to act instead of the party of the second part, who shall succeed to and be vested with all the rights, powers and authority conferred upon the second party by these presents and shall be the successor in trust of the second party in all respects. This deed is made in correction of a certain deed between same parties of some date & recorded in Book 1616 page 45-5 in Office of Clerk & Recorder of Madison County, Mississippi wherein there is an error in the description of the premises conveyed.

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

signed sealed and delivered in presence of

John M. Reid  
Wm M Reid

John M. Reid  
Wm M Reid

The State of Mississippi  
Madison County

On this 23<sup>rd</sup> day of May 1895 before me the undersigned Jas Pustley Chancery Clerk personally appeared Nora M Reid and William M Reid his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the purposes therein set forth.

My term of office will expire on the first of Monday of January 1896

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

Jas Pustley Chancery Clerk  
Madison County Miss



The Excess of Cash received in this deed of Trust is hereby alleged  
from the proceeds of the deed of Trust - see Cohen attorney books  
p. 365. Witness my signature this 9th day of June 1895  
Jas. Conarty Clerk

J. M. Payne  
Trustee  
Filed for record June 8th 1895 at 8 o'clock  
Recorded June 8th 1895

To secure  
Hessell Payne  
of Orleans State of Louisiana party of the first part and  
Charles Payne Trustee party of the second part and Hessell  
M. Payne of Fremont County Iowa party of the third part  
intendeth:

This Indenture  
made this the 5th day of June 1895 by  
and between Jacob W. Payne of the Parish  
of Orleans State of Louisiana party of the first part and  
Charles Payne Trustee party of the second part and Hessell  
M. Payne of Fremont County Iowa party of the third part  
intendeth:  
That, whereas the party of the first part is indebted  
to the party of the third part in the sum of Twelve Thousand  
(12000) Dollars and whereas the said party of the first part  
has executed and delivered to the party of the third part  
his two promissory notes of even date herewith payable to  
his own order at the office of J. M. Payne Esq in the  
city of New Orleans La on the 5th day of June 1896  
and by him endorsed: one note for Five Thousand  
dollars and the other for seven thousand dollars and bear-  
ing interest from maturity at Eight per cent per annum  
to cover said indebtedness Now in consideration of the  
premises and in order to secure the payment of said  
notes, the said party of the first part does hereby bargain  
sell and convey to said party of the second part the  
following described property to wit: (That plantation  
known as the "Leventham Co. - W. E. Grafflin and" place  
situated near the Town of Alton in Madison County  
Mississippi and being the same that was sold by the  
Sheriff of said County as the property of John Robinson  
containing Thirteen hundred and sixty acres more or  
less (1346). Also that plantation known as the Oycamore  
place situated in Madison County some seven or eight  
miles North East of the above described tract and being  
the same that was sold by the Sheriff of Madison County  
Mississippi as the property of John Robinson containing (1420)  
fourteen hundred and twenty acres more or less) to hold and  
to hold the above described real estate together with the  
improvements of every kind and character to have the said  
party of the second part his heirs and assigns forever  
in trust: however and upon the following conditions  
namely: That if said party of the first part  
shall on or before the maturity of said promissory  
notes pay what may be due thereon then this

conveyance shall be void but if default is made in pay-  
 ment, the said party of the second part when so requested  
 by the party of the third part shall take possession of said  
 property and having given ten days notice to said par-  
 ty of the first part by putting in three places in said  
 County of Madison of the time place and terms of sale  
 shall sell or cause to be sold said property or so much  
 thereof as may be necessary to pay said indebtedness  
 and the expense of executing this trust at public auction  
 for cash. The said party of the third part or his legal  
 representative can at any time he may desire appoint  
 a trustee in place of said party of the second part or any  
 succeeding trustee. But until demand by the trustee is  
 made said party of the first part can hold the said  
 property in possession.

Given under my hand and seal  
 at New Orleans La. the day and year above written  
 Witnesses J. U. Payne (seal)

Randolph W. Foster  
 Thos O. Maharty

The State of Louisiana  
 Parish of Orleans

Personally ap-  
 peared this day before me the undersigned notary Pub-  
 lic in and for said Parish and State the above named  
 Randolph W. Foster one of the subscribing witnesses to the  
 foregoing deed of trust who being duly sworn deposes &  
 saith that he saw the within Jacob U. Payne and others  
 whose names are therein subscribed sign and deliver the  
 same to the said Charles Payne Trustee. That he signed  
 his name as a witness thereto in the presence of said Jacob  
 U. Payne and that he saw the other witnesses sign in the  
 presence of said Jacob U. Payne on the day and year therein  
 named.

Known and subscribed before me

the day of June 1895

Randolph Foster

McMorris  
 Notary Public

Wm & H. G. Shrock  
 To J. Quit claim deed  
 J. R. Shrock  
 Fraud in con-  
 vention of the sum of Nine 9000 Dollars cash in hand paid us  
 by J. R. Shrock we hereby release and quit claim to him all our  
 right title and interest in and to the N<sup>2</sup> S<sup>7</sup> E<sup>4</sup> Section 22 T  
 12 R 4 East in Madison County Mississippi this 11<sup>th</sup> day of June  
 1895

Filed for Record June 12<sup>th</sup> 1895  
 Recorded June 12<sup>th</sup> 1895

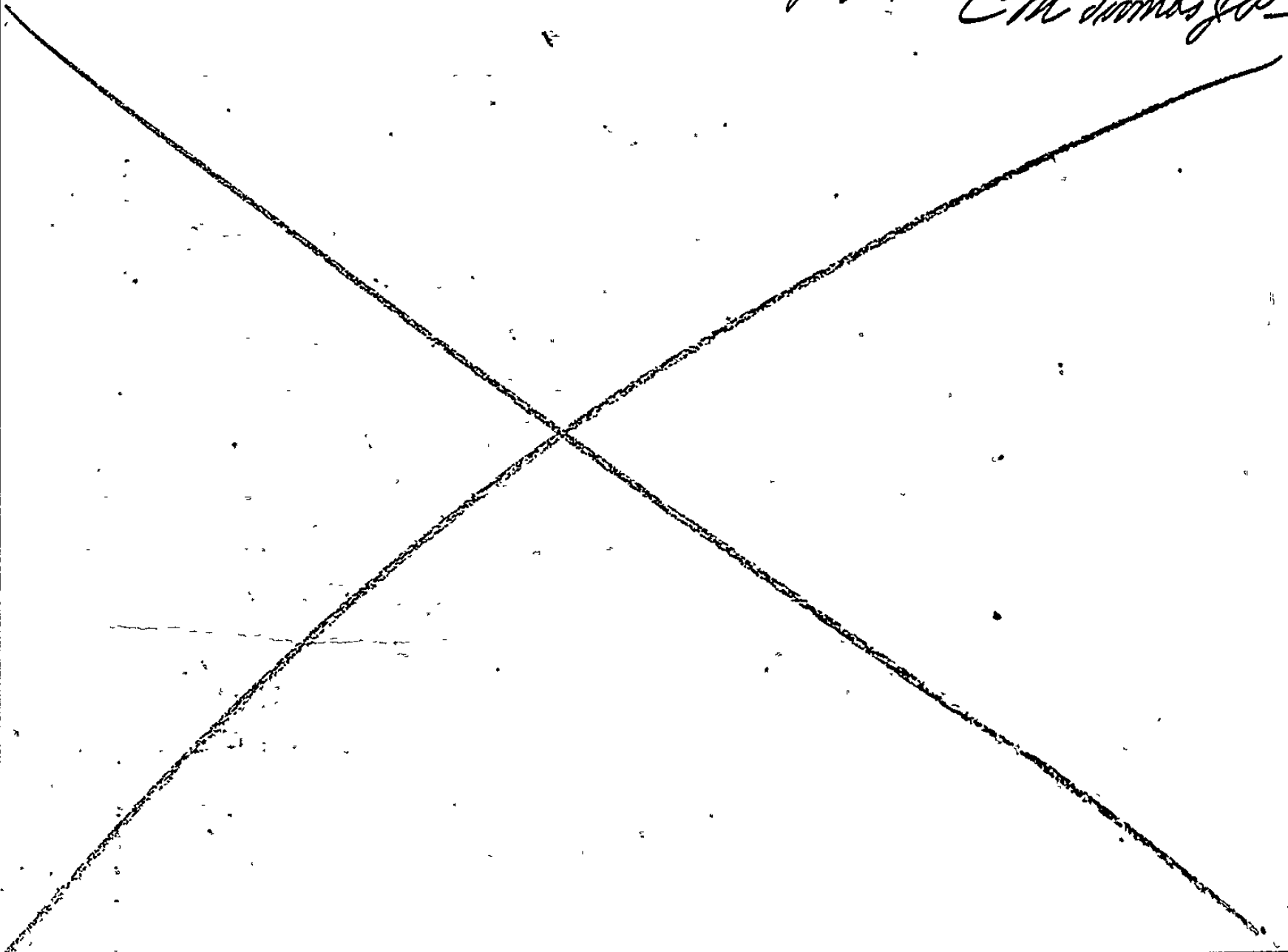
Witness:  
 R. L. Tittle  
 M. E. Wood

H. G. Shrock  
 W. G. Shrock

State of Mississippi  
 Holmes Madison County

Personally appeared before me  
 C. M. Tombs a J. P. in and for said County of State M. E. Wood  
 one of the subscribing witnesses to the foregoing deed and after being first  
 duly sworn deponeth and saith that he saw the within named W. G. & H. G.  
 Shrock whose names are subscribed thereto sign seal and deliver the same  
 to the said J. R. Shrock that he this deponent subscribed his name and  
 witness thereto in the presence of the said W. G. & H. G. Shrock & that  
 he saw the other subscribing witness R. L. Tittle sign the same in  
 the presence of the said W. G. & H. G. Shrock & that the witnesses signed  
 in the presence of each other on the day and year named

Given under my hand and seal of office  
 this 12<sup>th</sup> day of June 1895  
 C. M. Tombs J. P.



Ben M. Heisdorffer ——— Filed for Record 13<sup>th</sup> June 95 at  
 To Quit Claim ——— 12:06 m  
 Albert, Leon + ——— Recorded June 13<sup>th</sup> 1895  
 Isidor Heisdorffer

In consideration of Two Thousand dollars, cash in hand paid one by Albert Heisdorffer, Leon Heisdorffer and Isidor Heisdorffer the receipt of which is hereby acknowledged, Ben M. Heisdorffer do hereby convey and ~~grant~~ quit claim unto the said Albert Heisdorffer, Leon Heisdorffer and Isidor Heisdorffer my undivided one half interest of in + to the following described lot of land situated in the city of Canton County of Madison + State of Mississippi to wit: Beginning at a stake on the South side of Fulton Street 300 feet west of the South Western corner of the intersection of Union Street with Fulton Street which stake is at the North Western corner of the Emma Walker lot + running thence West along the South side of Fulton Street 207 feet to the South Eastern corner of the Annie Owens lot + thence South 200 feet to the South Eastern <sup>corner</sup> of Annie Owens Lot + thence East 207 feet to the Emma Walker lot + thence North 200 feet to the point of beginning. The grantors herein agree to pay the taxes for 1895 on said property. Witness our hand and seal this 10<sup>th</sup> day of June 1895

Ben M. Heisdorffer *(Signature)*

State of Mississippi }  
 Madison County } 2

Personally appeared before the undersigned, Chauncy Leake the above named Ben M. Heisdorffer who acknowledged that he signed the within and foregoing deed on the day and year therein named as his act and deed.

Given under my hand and official seal at Vicksburg this 13<sup>th</sup> day of June 1895  
 Jas. Trustey Leake

The wife of J. P. ... is returned from the county of ...  
Feb 11/96 [Foot] ...

Notarized [Foot] ...

P. Foulis  
 To: J. P. ...  
 B. L. Roberts

Filed for Record June 13<sup>th</sup> 1895 at 11:00 am  
 Recorded June 13<sup>th</sup> 1895

This Indenture made and entered into this 11<sup>th</sup> day of June 1895 by and between P. Foulis party of the first part, and B. L. Roberts party of the second part and L. F. ... party of the third part, Witnesseth: That said party of the first part is indebted to the party of the third part in the sum of 1750 dollars evidenced by his note this date due in 1 day; and that whereas the said party of the first part is desirous of securing to the said party of the third part the prompt payment of said indebtedness at the maturity thereof. Now therefore in consideration of the premises as well as for and in consideration of the sum of Five dollars in hand paid by the said party of the second part to the party of the first part the receipt whereof is hereby acknowledged the said party of the first part have granted bargain sold and by these presents do grant bargain sell and convey unto the said party of the second part his heirs executors administrators and assigns the following described real and personal property lying and being in the County of Madison and State of Mississippi To wit:

S<sup>2</sup> N<sup>2</sup> E<sup>4</sup> + N<sup>2</sup> E<sup>4</sup> + E<sup>2</sup> N<sup>2</sup> E<sup>4</sup> sec 17 + E<sup>2</sup> S<sup>2</sup> E<sup>4</sup> + S<sup>2</sup> N<sup>2</sup> E<sup>4</sup> + N<sup>2</sup> E<sup>4</sup> S<sup>2</sup> E<sup>4</sup> sec 20 + N<sup>2</sup> E<sup>4</sup> N<sup>2</sup> E<sup>4</sup> sec 29 + S<sup>2</sup> N<sup>2</sup> E<sup>4</sup> + N<sup>2</sup> S<sup>2</sup> E<sup>4</sup> sec 21 all in T 10 R 4 East also N<sup>2</sup> E<sup>4</sup> sec 29 T 10 R 4 East also N<sup>2</sup> E<sup>4</sup> sec 29 T 10 R 4 East above said lands were sold to said Foulis by R. M. Kealwell Nov 14-1891 + recorded in Book A6 page 88 in Records of Madison Co. State of Miss. also N<sup>2</sup> E<sup>4</sup> N<sup>2</sup> E<sup>4</sup> sec 29 + N<sup>2</sup> E<sup>4</sup> N<sup>2</sup> E<sup>4</sup> sec 28 all in T 10 R 4 East. The last described lands were deeded to said Foulis by Jas. Mentley Nov 14, 1891 + recorded in Book A6 page 84 in Records of Madison Co. Miss. the above lands are known as the Kilmer place also E<sup>2</sup> S<sup>2</sup> E<sup>4</sup> sec 23 - N<sup>2</sup> E<sup>4</sup> sec 26, S<sup>2</sup> N<sup>2</sup> E<sup>4</sup> sec 24 + N<sup>2</sup> E<sup>4</sup> N<sup>2</sup> E<sup>4</sup> sec 25 all in T 10 R 3 East also my undivided 1/4 interest in N<sup>2</sup> E<sup>4</sup> sec 8 + E<sup>2</sup> S<sup>2</sup> E<sup>4</sup> sec 8 + lots 2 + 3 in sec 9 T 8 R 4 East all in Madison Co. State of Mississippi. The last described lands were deeded to said Foulis by Jas. E. + Maggie C. Hales Dec 22-1892 + recorded in Book A A A page 298 in the Records of Madison County State of Mississippi: also N<sup>2</sup> E<sup>4</sup> sec 29 + 20 acres in N<sup>2</sup> E<sup>4</sup> sec 10 described as follows - Commencing at N. W. corner of said section thence South 5 chains + 50 links, thence East 36 chains + 36 links thence North 5 chains + 50 links thence West 36 chains + 36 links to the beginning all in Township 8 R 2 East the last described lands were sold to said Foulis by H. L. Saunders Dec 15-1892 + recorded in Book W W page 210 in the records of Madison County State of Mississippi + all the said lands in said County and State also E<sup>2</sup> S<sup>2</sup> E<sup>4</sup> sec 5 - 9 R 3 East less 21 acres off West side of same in Madison County State of Miss. + deeded to said Foulis by W. R. Chambers Feb 14-1891 + recorded in Book W W page 124 in the Records of Madison Co. State of Miss. also lot A 8 embracing the following lands viz 7 acres rectangular. 10.00 chains North + South by 7.00 chains East + West out of the South West corner of the S<sup>2</sup> N<sup>2</sup> E<sup>4</sup> sec 2

T9 R. 3 East + 15 acres out of the South West of sec 16 beginning at the South East corner of said section & thence running West 10.00 chains, thence North 10.00 chains, thence N.E. to section line, thence South 20.00 chains to the sec corner + S.W. 1/4 sec 15 all in T. 9 R. 3 East all in Madison Co. State of Mississippi & the last described lands deeded to said Frolis by Ed. H. Hart Jan. 11, 1893 & are recorded in Book W.M. page 215 in records of Madison Co. State of Mississippi all of the lands heretofore mentioned are in Madison Co. Miss. also W.M. Sec. 20 T. 11 R. 3 East in Feake Co. State of Miss. The above lands are all the lands said Frolis owns in lands of Madison & Feake & State of Miss with the exception of two pieces in Madison Co. to wit: that property known as the P. Frolis Hotel property and the property lately bought from Lou W. Kemp in the City of Canton, State of Mississippi it being the intention of the said Frolis to place all of his lands in the said two counties in this D/S less the above two exceptions mentioned.

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns and the successors of him forever in trust nevertheless upon the terms and conditions that is to say: If the said party of the first part shall fail or refuse to pay the said party of the third part and its assigns the amount of said indebtedness 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 & take possession of said real 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 1 days notice of time and place of sale and will after having advertised in some newspaper published in said County or by posting advertisements thereof in 1 or more public places in said County and convey the estate so sold to the purchaser or purchasers 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 the said party of the third part and its assigns the amount of said indebtedness and all interest due thereon and if there 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 party of the first part and his assigns: and if the said party of the first part shall well and truly pay the amount of said indebtedness 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 shall

16 11 94  
 Frolis  
 7 1/2

Therefore words be null and void and of no effect. It is further understood and agreed by the parties hereto that if the said party of the second part shall from any cause fail to perform the duties of Trustee as aforesaid therein that case the said party of the third part or its assigns shall in writing appoint another Trustee whose actings and doings in the premises shall be as binding as if done by the said Roberts trustee aforesaid

Interimons whom of the said party of the first part herunto sets his hand and seal on the day and year first above written

The 2 pages attached above are part and parcel of this deed of trust

Pietro Folis 

State of Mississippi  
Madison County

Personally appeared before me the undersigned Jas Priestly Clerk of the Chancery Court of the said County the within named P. Folis who acknowledged that he signed read 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 13<sup>th</sup> June 1895  
Jas Priestly Clerk  
J M Grafton

Jim E Cooper & Co  
So I Deed  
J Mc Tinsley

Filed for Record June 15<sup>th</sup> 1895 at 5:00 PM  
Recorded June 18<sup>th</sup> 1895

In consideration of the sum of Ten thousand dollars paid or secured to be paid to me as follows - as of date January 1<sup>st</sup> 1895: The sum of Ten thousand dollars by conveyance of other property; and the further sum of Ten thousand Nine Hundred and Seventy Nine + 50.00 Dollars with interest thereon at 10% per annum from Nov 1<sup>st</sup> 1892 due and hereto payable by note to the British and American Mortgage Co Limited which debt is secured by mortgage upon the lands hereinafter described and recorded in the public records of Madison County Mississippi in Deed Book B383 page 325 et seq. which said sum and interest thereon the party of the second part hereto has assumed and agreed to pay as a part of the consideration of this conveyance and the further sum of Eleven Hundred and Fifty Eight + 67/100 Dollars for which the said party of the first part has this day presented to me his note of even date herewith due and payable Sept 15<sup>th</sup> 1895 with interest at 6% per annum from date to secure the payment of which said assumed indebtedness and note a mortgage is hereby obtained on said lands hereby conveyed. I Jim E Cooper of the County of Lewis and

The notes of Eleven thousand and seventy eight 07/100 dollars is dated first and paid in full by authority of James Attorney in regard in Deed A page 138 of record of Madison County Deeds and original this 10<sup>th</sup> July 1896

and State of Mississippi do hereby convey and warrant (subject only to the above described mortgage and taxes for the year 1895 which the said one party also assumed) to J. M. Tinsley of the City of Champaign Illinois the lands in Madison County in the State of Mississippi described as: North West Quarter East Half of South West quarter of section Three: all of section Four: and South East quarter and twenty acres off of South West quarter South of Big Black river of section Five: and the East Half of North West quarter and South half of section Eight: and North East quarter and East half of North West quarter and South West quarter of North West quarter and North West quarter of South West quarter and East half of South East quarter of section Nine: and West half half of South West quarter and twenty <sup>acres</sup> off of the West side of East half of South West quarter of section ten: all in Township Eleven: (and the South East quarter South of Big Black river of section thirty three) and the South West quarter of the South West quarter and East half of South West quarter of section thirty four all in Township Twelve: all in range three East: Three and to hold to him the said J. M. Tinsley his heirs and assigns forever  
 In testimony of all of which I have hereunto set my hand this the 15<sup>th</sup> day of June 1895

Tim E. Cooper

The State of Mississippi  
 Madison County

Personally appeared before me Clerk of the Supreme Court of Mississippi Tim E. Cooper to me well known as the person by whom the foregoing deed is signed who acknowledged that he signed and delivered the same as his act and deed

As witness my hand and seal of office this  
 the 15<sup>th</sup> day of June 1895

Oliver Clayton Clerk



Cancelled by authority in putting under seal 24 57 June 1892 from  
W. Baker Sirely Trustee

enters my signature this 17th June 1899  
W. Baker Sirely

Wm S Roudelush  
Emergene Roudelush  
To J Deed of Trust  
Baker Sirely  
To secure

Filed for Record June 18th 1895 at 3:00 PM  
Recorded June 18th 1895

This Indenture, Made  
entered into this thirteenth day of June 1895 by and  
between Wm S Roudelush and his wife Emergene R  
Roudelush of the City of St Louis and State of Missouri  
parties of the first part and Wm R. Harper of the City of Jackson and State of Miss  
issippi of the second part and Baker Sirely of the City of Jackson in the County  
of Iouis and State of Mississippi party of the third part. Witness, That said par  
ties of the first part in consideration of the debt and trust hereinafter mentioned &  
created and of the sum of One dollar to them in hand paid by said party of the  
second part, the receipt whereof is hereby acknowledged have granted bargain  
and sold and do by their presents grant bargain and sell convey and confirm  
unto the said party of the second part the following described real estate situated ly  
ing and being in the County of Madison and State of Mississippi to wit:

- 1st The South East quarter of Section Five, Township Seven, Range Two East  
less 35 acres East of Illinois Central Rail Road
- 2nd Sixty acres off the East half of the South West quarter of section 5  
Township 7, Range 2 East beginning at a point on the section line divid  
ing sections 5 and 8 which point is 9.95 chains West of South East corner  
of the said South West quarter of section 5 and running in a North West by direction  
to the North West corner of the East half of the South West quarter of section 5  
thence East 19.90 chains thence South 42.10 chains to the section line dividing  
sections 5 and 8 and thence West 9.95 chains to the point of beginning
- 3rd Sixty six and two thirds acres off the South End of the East half  
of the North East quarter section 5. Township 7 Range 2 East
- 4th Sixty acres off the South end of the East half of the South West quarter  
of section 32 Township 8 Range 2 East and possession of said premises  
is now delivered unto said party of the second part.

To have and to hold, The said above described premises together with all  
improvements rights privileges and appurtenances thereunto in anywise belong  
ing unto the said party of the second part and unto his successors or  
successors in this trust or unto his or their grantee and assigns forever

In trust however for the following purposes: Whereas Wm S Emergene  
Roudelush the said parties of the first part have this day made, exe  
cuted and delivered to the said party of the third part this certain prom  
issory Note of even date herewith by which they promise to pay to the  
order of said Baker Sirely for value recd Five Hundred and 20/100 Dollars  
with interest from June 13th 1898 until paid at the rate of ten per  
centum per annum. Also six interest notes of same date each  
for \$ 25<sup>00</sup> and maturing in 6. 12. 18. 24. 30 and 36 months re  
spectively. And whereas, For the further securing the payment  
of the said promissory Notes and interest thereon the said

Mrs S Roundbush and Imogene Mc Roundbush agreed and do by  
 these presents for themselves, their heirs and assigns covenant and agree  
 to and with the said party of the second part as Trustee and for the benefit  
 of the said party of the third part and his assigns, holder or holders of  
 the said promissory notes above described to cause all taxes and assess-  
 ments general and special now existing against said property to be paid  
 and discharged in demand: and further, that the said covenants pend-  
 ing this trust shall and will promptly pay and discharge as and  
 when due and payable respectively, all and singular such taxes levies  
 or assessments, as may or shall be by any lawful authority or whatsoever levied  
 assessed or imposed thereon or against any part thereof. It being further  
 understood and agreed that in the event of default at any time by  
 said covenants in payment as above agreed for, of any such due or pay-  
 able for taxes levies or assessments, or on any final judgment for any and every  
 statutory lien claim, then such sum or sums may be in his or their option  
 ranked and paid shall be a further debt also secured by these presents and which  
 shall be repaid on demand by said Mrs S Roundbush and Imogene Mc Roundbush  
 their representatives or assigns to the person or persons advancing the same to-  
 gether with interest thereon at the rate of ten per centum per annum from  
 date of such advance until repaid.

Now, Therefore, if the said parties of the first part, or any one for them  
 shall well and truly pay off and discharge the debt and interest ex-  
 pressed in the said notes and every part thereof when the same become  
 due and payable according to the true tenor date and effect of said  
 notes then this deed shall be void and the property hereinbefore con-  
 veyed shall be released at the cost of the said parties of the first part.  
 But should the said first parties fail or refuse to pay the said debt or  
 or the said interest or any part thereof when the same thereof or any  
 part shall become due and payable according to the true tenor date  
 and effect of said notes then the whole shall become due  
 and payable and this deed shall remain in force and the said  
 party of the second part or in case of his absence death refusal  
 to act or disability in any wise the (then) acting sheriff of Mad-  
 ison County Mississippi at the request of the legal holder of  
 the said notes may proceed to sell the property hereinbefore  
 described or any part thereof at public vendue to the highest  
 bidder at the Court House door in the City of Leaton Mad-  
 ison County Mississippi for cash after giving 30 days pub-  
 lic notice of the time terms and place of sale and of the  
 property to be sold by advertisement in some newspaper  
 printed and published in the City of Leaton Miss and  
 upon such sale shall execute and deliver a deed in  
 fee simple of the property sold to the purchaser or persons

chases thereof and receive the proceeds of said sale: and any statement of facts or recital by said trustee in relation to the non-payment of the money secured to be paid, the advertisement sale receipt of the money and the execution of the deed to the purchaser shall be received as prima evidence of such fact: and such trustee shall out of the proceeds of said sale pay first the cost and expenses of executing this trust including legal compensation to the trustee for his services and next he shall apply the proceeds remaining over to the payment of said debt and interest or so much thereof as remains unpaid and the remainder, if any shall be paid to the said parties of the first part or their legal representatives

And the said party of the second part covenants faithfully to perform and fulfill the trusts herein created not being liable or responsible for any mischance occasioned by others

In witness whereof, The said parties hereunto set their hands and seals the day and year first above written  
 Wm S Roubidoux  
 Eugen W Roubidoux

State of Missouri  
 City of St Louis

On this 13<sup>th</sup> day of June 1895 personally appeared before me James R Gray Commissioner United States Circuit Court Eastern Division Eastern Judicial District of Mo. the within named Wm S Roubidoux and Eugen W Roubidoux his wife known to me to be the persons described in and who executed and delivered the foregoing instrument and acknowledged that they executed the same as their free act and deed on the day and year therein mentioned

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in the City of St Louis the day and year first above written



James R Gray  
 Commissioner United States Circuit  
 Eastern Division Eastern Judicial Dist of Mo.

State of Missouri  
 City of St Louis

United States of America  
 Eastern Division of Eastern District  
 (Judicial) of Missouri

On this 13<sup>th</sup> day of June 1895 personally appeared before me Wm Morgan Link of the Dist Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri the within named Wm S Roubidoux

husband and Morgan He Ruddle with his wife to me known to both persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed

As testimony whereof I have hereunto set my hand and affixed my seal at my office in St Louis the day and year first above written.

Wm Morgan Clerk of the United States Dist Court in & for the Eastern Division of the Eastern Judicial Dist of Missouri

(Seal)

Jessie Gellorby To J Deed

Filed for Record June 21<sup>st</sup> 1895 at 8 o'clock  
Recorded June 21<sup>st</sup> 1895

James B Gellorby Trustee

In consideration of

the full release and extinguishment of my debt for borrowed money which amounts now principal and legal interest to \$5000<sup>00</sup> due to James B Gellorby Trustee under the last will and testament of Harriet Ann Gellorby of Pitts County North Carolina for the uses and purposes in said will set forth that said estate in the County of Madison and State of Mississippi described as the South East 1/4 East of the Illinois Central Rail Road of Sec 19 Township 7 of Range 2 East and the West 1/2 of the West 1/2 of Sec 20 Township 7 of Range 2 East & the South 1/2 of the East 1/2 of the North West 1/4 of Sec 28 & 40 acres off of the South End of the West 1/2 of the North East 1/4 and the North West 1/4 less 23 acres out of the North East corner and the South West 1/4 & the West 1/2 of the South East 1/4 of section 29 & the North 1/2 of the North West 1/4 and the North East 1/4 and the South East 1/4 of Sec 30 all in said Township 7 of Range 2 East and for the same consideration aforesaid I bargain sell and deliver to the said James B Gellorby Trustee aforesaid for the uses and purposes aforesaid the personal property in said Madison County on my lands therein one bay mare named Annie one brown mare named Golla one bay horse named Rob Roy one bay horse named Dexter one gray horse named Ben one mare colored horse named Beaver and one black horse named Delim & one bay mare named Mack. Witness my signature this 16<sup>th</sup> day of March A.D. 1894

Jessie Gellorby

The State of Mississippi  
Hinds County

Personally appeared before me W W Downey Notary Public of said County of Hinds the within named Jessie

It is herein after explained I convey and warrant to the said James B Gellorby

Yellowby who acknowledges this she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 16th day of November 1894

(Seal)

M. A. Downing Clerk

Amanda B. Motters Filed for  
By W. H. Powell Trustee  
To J. Mar. Reed  
Albert & Gen. Hensdorffer

Hattie Coleman Filed for Record 2:00 PM 22 June 1895  
To J. Reed Recorded June 22nd 1895

Silas K. & Franklin Coleman  
In consideration of the matters hereinafter stated I, Hattie Coleman of Madison County do hereby convey and warrant to Silas K. Coleman & Franklin D. Coleman of said County the following described lands lying & being in said County to wit, the East half of section thirty five in T10 R2 E3 East containing three hundred and thirty six acres more or less. The consideration of this conveyance is this, that the said grantors are to pay to the British & American Mortgage Co (Guaranty) three promissory notes each for the sum of sixty dollars and one promissory note for the sum of Three Hundred & sixty dollars due respectively, 1895-1896-1897 & 1898 also three other promissory notes one for the sum of fifty four <sup>25</sup> dollars, one for forty eight dollars, one for the sum of forty two <sup>27</sup> dollars and another for the sum of thirty six <sup>22</sup> dollars all payable to the said Company in the order above named on the first days of December 1895, 1896, 1897 & 1898 together with interest on said notes at the rate of 10 percent per annum after they respectively become due - all which said notes are fully set forth and described in a certain deed in trust made by said Hattie Coleman to Albert B. Shattuck Trustee for the use of said Company recorded in Lebanon's Registry office in said County beginning on page 133 of deed book 680 of the land records - This conveyance is also made upon the further consideration that the said Silas K. Coleman and Franklin D. Coleman have this day presented and delivered to the said Hattie Coleman their promissory note for the further sum of Three Hundred dollars payable on the 30th day of Dec 1899 to the said Hattie Coleman or her order

Witness the said Hattie Coleman's signature this 22nd day of June 1895  
Hattie Coleman

(See next page for acknowledgments)

Dec 29 1904  
Subj paid - full & cancelled by owner nearest - Bureau city  
Book 111 6 p 497 all of the notes mentioned -  
This deed having been found in full by H. W. F. D. Coleman  
& Hattie C. Jones formerly with Coleman - W. H. Powell atty

EMOY

State of Mississippi  
Madison County

Personally appeared before the undersigned James Pustley Clerk of the Chancery Court of said County the within named Wattle Coleman who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal at office this 22<sup>nd</sup> day of June 1895  
James Pustley Clerk

S. K. & F. D. Coleman } Filed for Record June 27<sup>th</sup> 95 at 3:00 PM  
To & Deed } Recorded June 28<sup>th</sup> 1895  
Each other }

This deed of conveyance and exchange made this 22<sup>nd</sup> day of June A.D. 1895 by and between Silas K. Coleman and Franklin D. Coleman of Madison County, Mississippi contrary whereas said parties had purchased in their joint names from Mrs. Wattle Coleman the East half of section 35 T 10 R 3 East in said County and whereas they have agreed upon terms of division of said land as hereinafter stated. Now to wit: said agreement the said Franklin D. Coleman hereby conveys and warrants to the said Silas K. Coleman the North half of the above described land to have and to hold the same to the said Silas K. Coleman his heirs & assigns forever and the said Silas K. Coleman doth hereby convey and warrant to said Franklin D. Coleman the South half of said land to have and to hold the same during the natural life of the said Franklin D. Coleman and after his death to the wife of said Franklin D. Coleman if she should survive him and after her death to revert to him said Silas K. Coleman & his heirs forever. This limitation upon the estate hereby granted by said Silas to said Franklin Coleman being made in consideration that in this partition the part conveyed to the said Franklin D. Coleman & his wife embraced the dwelling house and other improvements of any special value on the whole tract and also in consideration that the parties had agreed to the same.

Witness our signatures this day already named and made after the usual ceremony had been made

S. K. Coleman  
F. D. Coleman

State of Mississippi  
Madison County

Personally appeared before the undersigned

signed James Prouty Clerk of the Chancery Court of said County the Arthur Conrad A. L. McQuinn and J. D. McKeenan who acknowledge that they signed and delivered the foregoing deed as true and correct

Given under my hand and official seal at office this 22<sup>nd</sup> day of June 1895

James Prouty Clerk  
J. M. Gullett Sec

James B. Roofs  
To J. Deed of Trust  
Edward Getzer Trustee  
To secure  
W. P. Wade

Filed for Record  
RECORDED  
RECORDED

Error

Charles Lutz  
To D. P. 15  
J. B. Pratt Trustee  
To secure

Filed for Record 9<sup>th</sup> July 1895 at 8 o'clock  
Recorded July 9<sup>th</sup> 1895

Whereas Charles Lutz is security for me Charles Lutz upon a certain promissory note for the sum of One hundred and fifty dollars (\$150.00) due and payable Oct 15<sup>th</sup> 1895 to the order of Mississippi State Bank and whereas I wish to secure said Lutz against all loss by reason of said suretyship.

Now therefore in consideration of the premises I the said Charles Lutz do hereby sell convey and assign and set over to J. B. Pratt trustee all my right title and interest in and to that certain lot of land in the City of Canton Miss located on the South side of North Street and on the West side of the D. C. & R. tracks now used and occupied by me with the house thereon as a storage ice house. My interest in said lot being a lease from the D. C. & R. Co. for the term of six years. I also sell and convey to said Pratt the house now located said lot. said lot house is owned by me. I also sell and convey to said Pratt all the ice tools furniture and fixtures belonging to me and connected with my ice business in said Canton also one wagon the same as bought by me of said Mr. McMillie

To have and to hold the same to him the said Pratt upon the trusts herein expressed. If I shall not pay said note at maturity and said Lutz shall pay the same or any part thereof then and in that event said trustee shall upon the request of said Lutz sell the property herein conveyed

or so much thereof as may be necessary and out of the proceeds of such sale pay the costs and expenses of executing this trust and pay said Trustee such sum of money as he shall have paid upon said note and the residue pay to me. Such sale shall be made at the front door of the Court House at Leanton to the highest bidder for cash after notice of sale having been posted at said Court House door for five days next preceding the sale.

Said Trustee may appoint some other person as Trustee in place of said Pratte whenever he may deem it advisable and for his interest so to do and such person so appointed shall become vested with all the powers herein conferred upon said Pratte.

Witness my hand this 8<sup>th</sup> day of July 1895  
Charles Loeb

State of Mississippi  
Madison County

Personally appeared before the undersigned James Prustley Clerk of the Chancery Court of said County the within named Charles Loeb who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal at office this 8<sup>th</sup> day of July 1895

James Prustley Clerk  
John G. Grafton



J. Holl Spillman Filed for Record July 13th 1895 at 5 o'clock  
and Recorded July 13th 1895

J. M. Love Clerk Miss July 13th 1895  
To Mr. Abel Milling Mobus

This is to certify that  
we the undersigned do hereby agree to receive the above  
stated amount in the amount of Two hundred and fifty dol-  
lars on account of Joe Miller Treasurer of said Society

J. Holl Spillman  
J. M. Love  
W. H. Moore

State of Mississippi  
Madison County

Personally appeared  
before the undersigned Jas. Pruetty Clerk. Clerk in and for the  
above State and County J. M. Love his acknowledged true heir and  
demand the foregoing bond on the day year then and so on  
within my jurisdiction this 13th July 1895

Jas Pruetty Clerk  
pro Chapin &c

State of Mississippi  
Madison County

Personally appeared before the under-  
signed Jas Pruetty Clerk in and for the parish  
County J. M. Love the subscribing witness to the foregoing bond  
and by me being duly sworn depose that he has  
seen the witness named J. Holl Spillman whose name  
is subscribed thereto sign and deliver the same to the  
said billing books that he this deponent subscribed his  
name as a witness thereto in the presence of the said  
J. Holl Spillman and in the presence of each other on  
the day and year therein written

Within my jurisdiction officiated here this  
July 13th 1895  
Jas Pruetty Clerk

J A Melton Filed for Record Aug 15<sup>th</sup> 1895 at 2 o.c  
To J Deed P.M.  
E W Melvin Recorded Aug 15<sup>th</sup> 1895

In consideration of the M<sup>r</sup> N. M<sup>r</sup> less 16 acres off North<sup>ly</sup> Sec 16 T 10 R 5 E this day conveyed to me by E W Melvin and the further consideration of seventy five Dollars in hand paid I convey and warrant to the said E W Melvin the following land situated in Madison Co. State of Mississippi and described as the East half of South West quarter Sec. 35 T 11 R 4 E

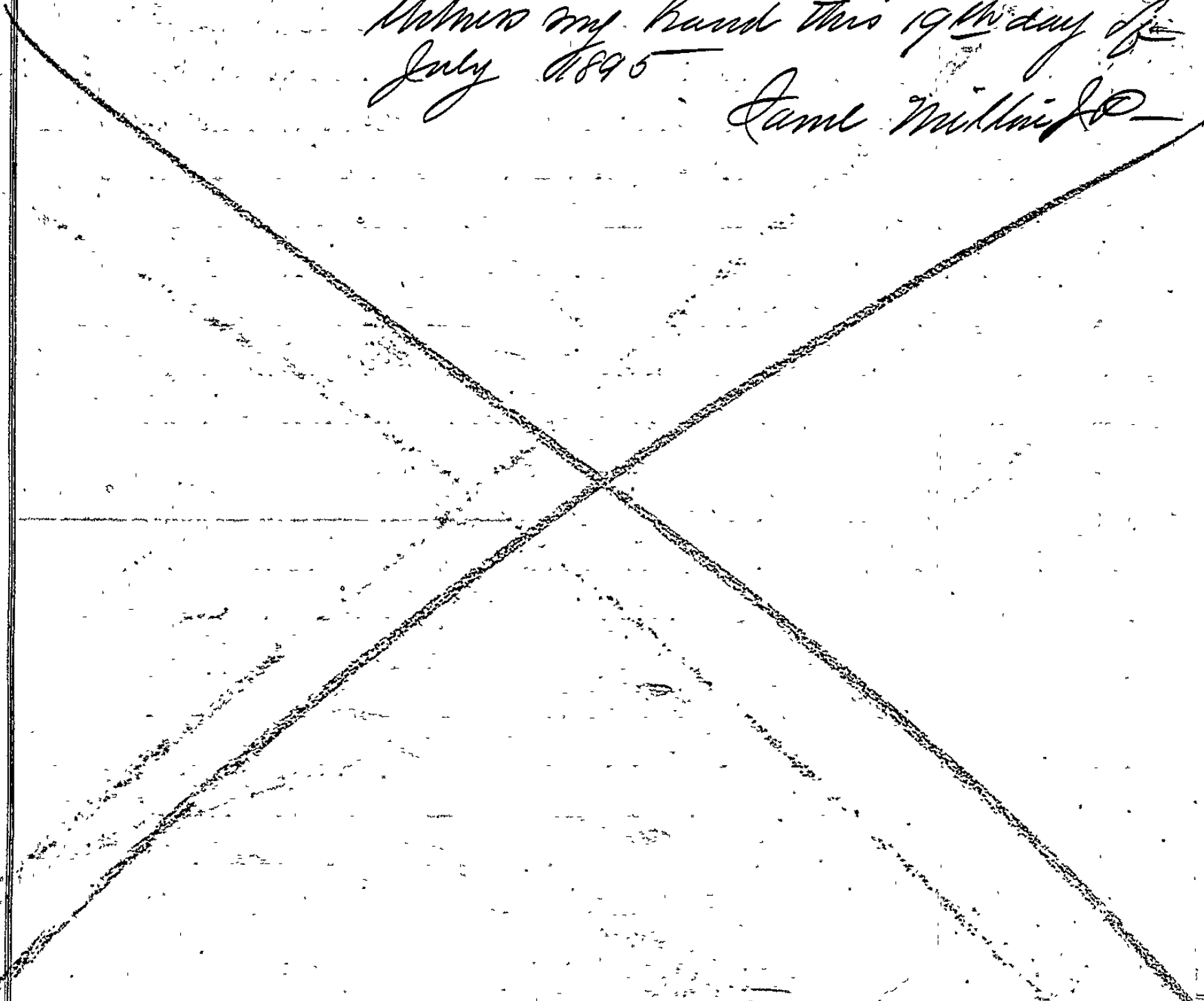
Witness my signature this 19<sup>th</sup> day of July 1895

J A Melton

State of Mississippi  
Madison County

Personally appeared before me the undersigned Justice of the Peace of said County J A Melton who acknowledged that he signed and delivered the foregoing deed as his own act and deed on the day and year therein named.

Witness my hand this 19<sup>th</sup> day of July 1895  
James Williams



M Jones                      Filed for record Sept 18<sup>th</sup> 1895 at 2 o'clock  
 Fol & deed                      Recorded Sept 18<sup>th</sup> 1895  
 Maggii lease                     

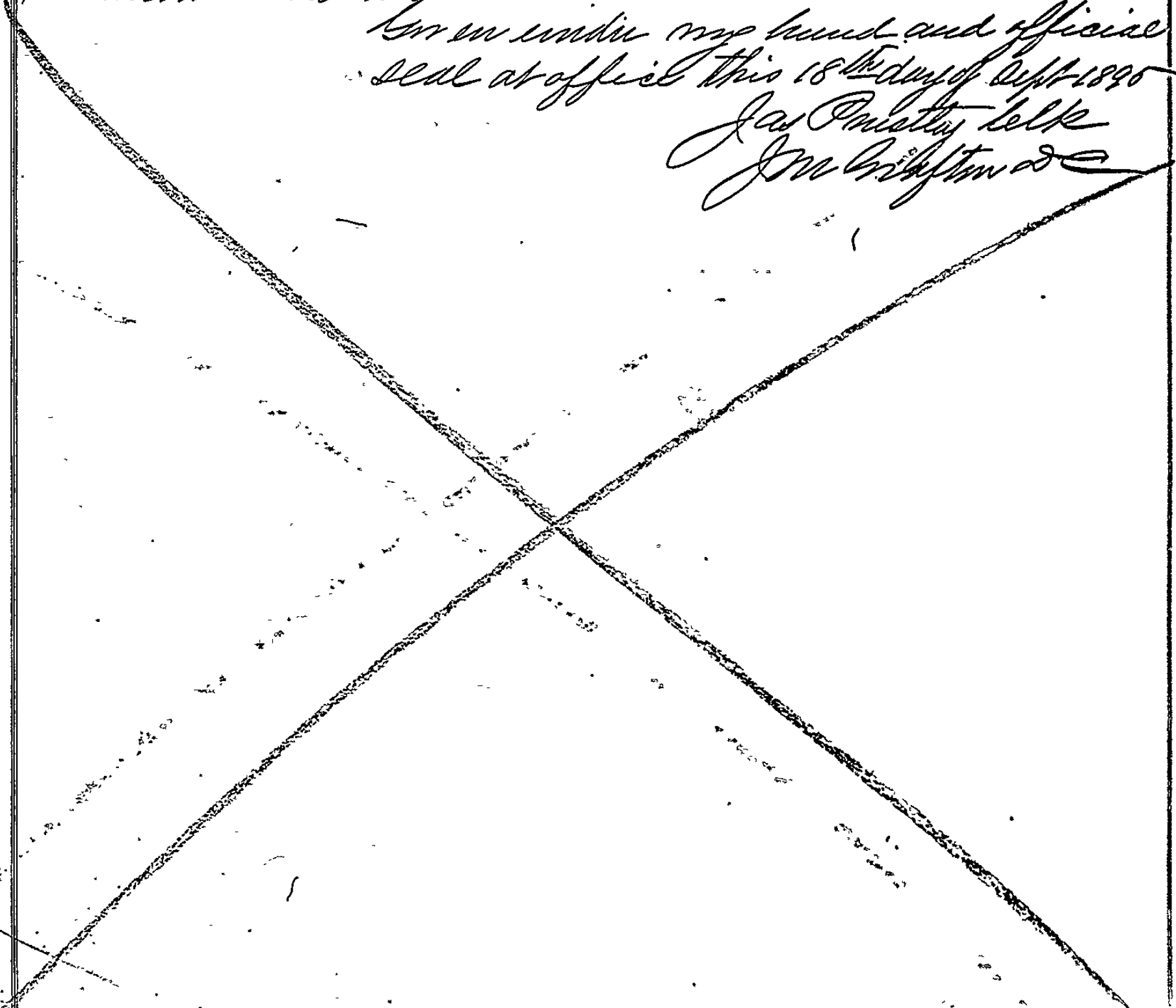
In consideration of twenty five dollars cash  
 in hand paid me I do sell and convey to Maggii  
 lease a piece of land in the city of Leukin County of  
 Madison and State of Mississippi described as follows  
 beginning at South West corner of the lot sold to her on  
 the 22<sup>nd</sup> day of April 1895 recorded in the Chancery Clerk  
 office of Madison County in Book 213 page 177  
 and running South ten feet thence East 80 ft  
 thence North ten feet thence West Eighty five ft  
 to point of beginning

Given the 17<sup>th</sup> day of Sept 1895  
 M. Jones

State of Mississippi                                            
 Madison County                                          

Personally appeared before the undersigned  
 Jas Pruetty Clerk of the Chancery Court the  
 within named M. Jones who acknowledged that he signed  
 and delivered the foregoing deed on the day and year therein  
 mentioned as his act and deed

Given under my hand and official  
 seal at office this 18<sup>th</sup> day of Sept 1895  
 Jas Pruetty Clerk  
 J. M. Crigton



Gowan and Duffey Filed for Record Sept 28<sup>th</sup> 1895 at 2:30 P.M.

Bond for Title Recorded Sept 28<sup>th</sup> 1895 Wm Ogden

Gowan and Duffey also agree to sell by warranty deed to William Ogden the following described land in Madison County State of Mississippi: The 20 acres off North End E<sup>2</sup> NE<sup>4</sup> sec 4 + 20 acres out of the N.W. cor. sec 4 + the N<sup>2</sup> E<sup>2</sup> + N<sup>2</sup> NE<sup>4</sup> + E<sup>2</sup> NE<sup>4</sup> + 6 acres off the N. end N<sup>2</sup> NE<sup>4</sup> sec 5 Twp 8 Range 3 East + the S<sup>2</sup> of sec 32 + N<sup>2</sup> NE<sup>4</sup> + S<sup>2</sup> E<sup>2</sup> & E<sup>2</sup> & N<sup>2</sup> NE<sup>4</sup> + S<sup>2</sup> NE<sup>4</sup> sec 33 Twp 9 R 3 E known as the "Nyle Place" and the said William Ogden agrees to purchase said land + pay + therefor the said Gowan + Duffey also or their assigns the sum of \$500 in ten days and the sum of 17<sup>50</sup> on Jan 1<sup>st</sup> 96 + the like sum of on Jan 1<sup>st</sup> 97 + the like sum on Jan 1<sup>st</sup> 98 + the like sum on Jan 1<sup>st</sup> 99. Each of said sums of \$1750 bearing interest from Jan 1<sup>st</sup> 96 at the rate of 8% per annum. Gowan and Duffey will furnish the deed and abstract of title to said land and if the title to said land is not good and the \$500 to be paid will be refunded should the said Ogden desire to pay more than \$1750 in January 1<sup>st</sup> 1896 or at any other time thereafter prior to January 1<sup>st</sup> 1897 he can do so and the interest on the amount he then pays shall cease from the date of such payment.

Gowan and Duffey to pay the taxes for 1895 + possession of land to be given Jan 1<sup>st</sup> 1896

Gowan Duffey & Co  
William Ogden

State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk of the said County the within named Gowan & Duffey & Co by R. W. Duffey + Wm Ogden who acknowledged that they signed & delivered the foregoing deed on the day & year therein mentioned as their act and deed

Given under my hand & official seal at office this 28<sup>th</sup> day of Sept 1895

Geo Priddy Clerk  
Dan [unclear]

W. J. Worley  
 To & added  
 James Lempton  
 Dallas creek & W. J. Worley convey & quit claim without  
 any warranty my interest to James Lempton in tract  
 of 13 1/3 acres off & end in sec 32 T 9 R 3 E  
 in Madison Co. Miss

Filed for Record Sept 30<sup>th</sup> 1895 at  
 2 o'clock P. M. Recorded Sept 30 95

Witness my hand & seal Sept 30<sup>th</sup> 1895  
 W. J. Worley seal

Attest  
 W. H. Powell

State of Mississippi  
 Madison County

Personally appeared  
 before the undersigned, Chancery Clerk James P. Pustly  
 the within named W. H. Powell this substance  
 witness to the foregoing deed who by me duly sworn  
 deponent and oath that he saw the above named W. J. Worley  
 whose name is subscribed thereto sign and deliver the same  
 to the above named James Lempton that he this deponent  
 subscribed his name as a witness thereto in the presence  
 of the said W. J. Worley & 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 30<sup>th</sup> day of Sept  
 A. D. 1895

Jas Pustly clk

Ed Lewis et al  
 To Partition Deed  
 Mumford Jones et al  
 Filed for Record Sept 30<sup>th</sup> 1895  
 Recorded Sept 30<sup>th</sup> 1895  
 Decree of Chancellor in Ch. Court Sept  
 25<sup>th</sup> 1895

This cause coming on this day to be heard upon  
 decree of partition heretofore rendered herein and report of  
 Commissioners and decree confirming same and the  
 Court being fully advised in the premises it is con-  
 sidered by the Court & so ordered adjudged and  
 decreed that the following described lands in Mad-  
 ison County, Mississippi to wit Lot No 1 West of  
 Chocoma Boundary Line & 15 acres in N E corner  
 of Lot No 2 (Tr) West of said boundary line in  
 sec 29 T 10 R 5 E and Lots No 1, 2, 3, 4 & 5

East of said boundary line in said section 29 less 14 acres off N. side Lot No Two (2) & N<sup>2</sup> S<sup>2</sup> sec 28 in said Township and range heretofore held in common by the parties to this suit ~~and~~ shall henceforth be held ~~and~~ as follows that is to say:

Edward Craig and Annie P. Craig his wife shall have and hold in fee simple as tenants in common that land designated by the Commissioners report as share No (3) Three being S<sup>2</sup> S<sup>2</sup> sec 28 The S<sup>2</sup> Lots No 4 & 5 East of Chocoma boundary line; and 15 acres part of the N.E. Corner of Lot No 2 West of said boundary line sec 29 all in T. 10 R. 5 East

John W. Stokes shall have & hold as his separate estate in fee simple that land designated in the Commissioners report as share No 1. consisting of Lot No one (1) East of said boundary line less 20 acres off the South end and Lot No Two (2) East of boundary line less 15 acres off the West side all in sec 29 T. 10 R. 5 East

D<sup>r</sup> Mumford Jones shall have & hold as his separate estate in fee that land designated in the Commissioners report as share No two (2) consisting of N<sup>2</sup> S<sup>2</sup> sec 28 & N<sup>2</sup> Lots No 4 & 5 East of boundary line sec 29 all in T. 10 R. 5 East

Henry Stokes & Ann Eliza Stokes shall have and hold as tenants in common in fee that land designated in the Commissioners report as share No four (4) the same being 20 acres off South end Lot No 1 East of boundary line Lot No 3 East boundary line Lot No 1 West of boundary line in sec 29 T. 10 R. 5 East

It is further ordered adjudged & decreed that the said Mumford Jones shall have a lien up on the lands herein assigned to Ed & Annie P. Craig for the sum of One Hundred Dollars in accordance with the decree of this Court

It is further ordered that F. B. Pratt the solicitor for the complainants be allowed the sum of Seventy Five dollars for his services herein to be taxed in the costs of this case. Said costs to be equally divided among the four shares of land and to be a lien on the land

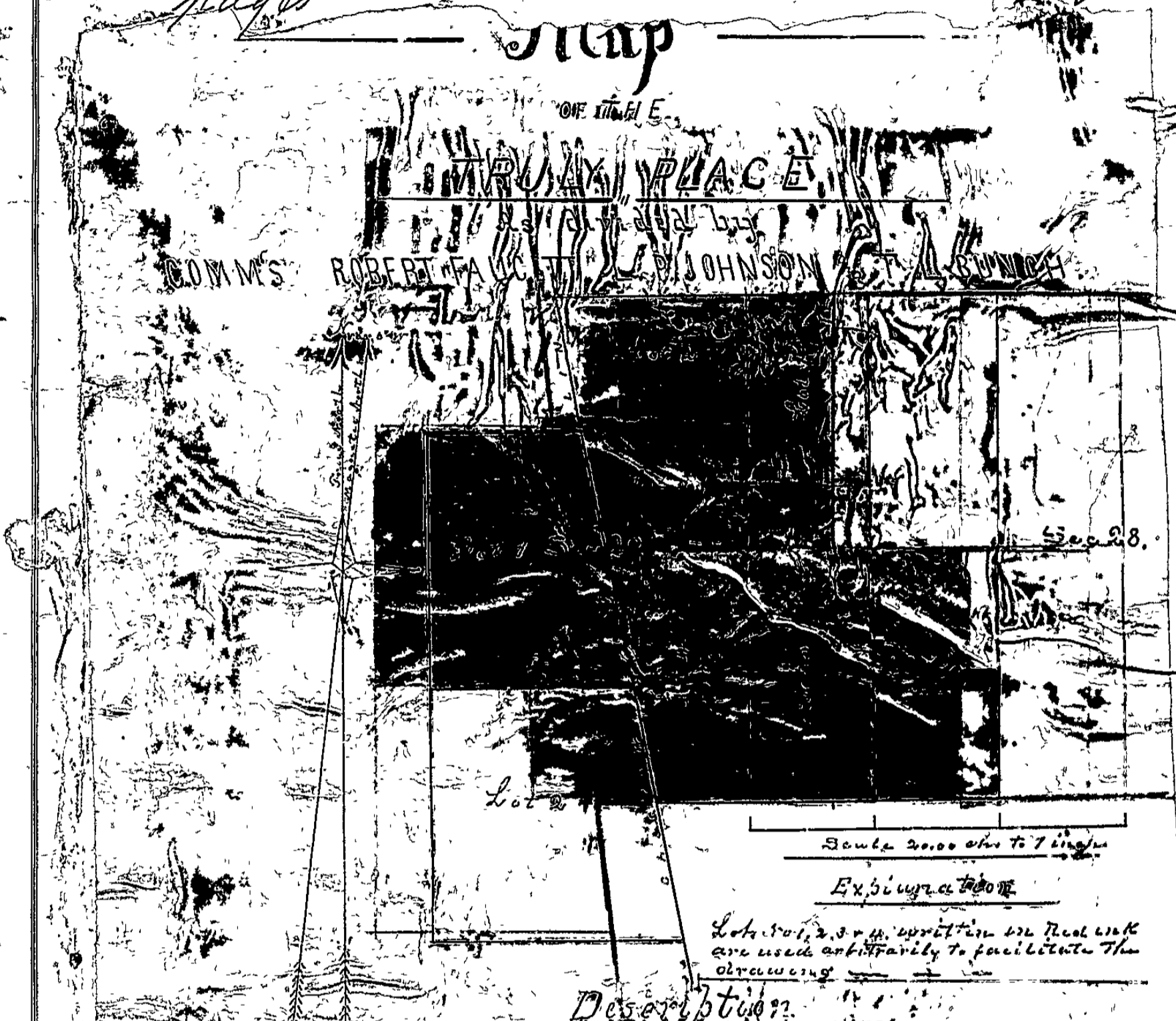
Ordered adjudged

and decreed this 25<sup>th</sup> day of Sept 1895

W. L. Linn  
Chancellor

Map of Lands described on two preceding pages

Map



Description

Names of Claimants	Subdivisions	Ac.	S	E	Range Area
John H. Stokes	Lot No. 1, E. B. L. less 20 acres off the corner of Lot No. 2, E. B. L. less 15 acres of the same	29	10	S. E.	
Dr. M. Jones	Lot No. 4, E. B. L.	28	10	S. E.	
Edw. Craig & wife	Lot No. 5, E. B. L.	29	10	S. E.	
Henry Stokes & wife	20 acres off the corner of Lot No. 1, E. B. L.	29	10	S. E.	
	Lot No. 2, E. B. L.	29	10	S. E.	
	Lot No. 1, W. B. L.	29	10	S. E.	

SURVEYED & DRAWN by J. P. George

~~Investment Guaranty Trust~~  
~~Trust Investment Company~~      2 Filed for Record at 3 P.M.  
 To J Substituted Trustee      3 P.M. 1st Oct 95  
 H. J. Lemaster      3 Recorded 9th Oct 95

England      3      No. A. 180 McKay      2500 balance  
 County of York      3      Know all men by these presents that  
 whereas on the First day of July A.D. 1892, John H.  
 McKay & Cornelia P. McKay husband and wife of Madison  
 County in the State of Mississippi executed to Ward  
 Houghton Trustee a certain deed of trust of that date  
 which is recorded in Book A.A.A on pages 160  
 to 166 of the records of Records of Madison County in  
 the State of Mississippi in which deed of trust was con-  
 veyed certain tracts of land situated in Madison County  
 and also in said State being 238 acres of Land which  
 land is fully & particularly described in said deed  
 of trust to which and the records thereof reference is  
 hereby made, the description as contained therein be-  
 ing hereby adopted.

And whereas the said deed of  
 trust was made for the purpose of securing the pay-  
 ment of a certain note executed by the said John  
 H. McKay & Cornelia P. McKay the grantors in said  
 instrument bearing date First day of July 1892 paya-  
 ble on the First day of July 1892 to the order of the  
 Investment Guaranty Trust Company Limited for  
 the sum of Three Thousand Five Hundred Dollars  
 in Gold Coin of the United States with interest there-  
 on at the rate of ten per cent per annum from  
 date until maturity payable annually on the  
 First day of July in each and every year except  
 the last in default payable at the maturity of the  
 Principal note according to the terms of the interest  
 notes thereto annexed and with interest after matu-  
 rity until fully paid at the rate of ten per cent per  
 annum and with certain agreements contained  
 in the said note which are fully and particularly  
 mentioned in said deed of trust and whereas Ten  
 acres (more or less) of the said land being the northern  
 quarter of the north west quarter of section eight lying  
 East of the Illinois Central Rail Road and particularly  
 described in the said deed of trust have been released  
 upon the payment of one thousand dollars of the Prin-



principal leaving two hundred and twenty eight acres (more or less) as security for Two Thousand five hundred dollars balance of the principal unpaid.

And whereas the said John H. McKay & Cornelia P. McKay have made default in the payment of the interest due on the First day of July 1895 for which intent a note was executed by them as aforesaid.

And whereas the said deed of trust provides that should the said David Haughton Trustee fail or refuse or be disqualified from acting under the said deed of trust the legal holder of the said note shall have the same powers which are delegated in the said deed of trust to the said David Haughton.

And whereas the said David Haughton Trustee aforesaid has failed and refused to act.

And therefore the Investment Guarantee Trust Company Limited the legal owner and holder of said note by its acting Chairman and Secretary and in accordance with the terms and provisions of the said deed of trust does hereby appoint Nathaniel F. Gilchrist of Memphis Tenn to act in all things in the place of and stead of the said David Haughton.

In testimony whereof the said Investment Guarantee Trust Company Limited has authorized this instrument to be signed by its acting Chairman and Secretary and the seal of the said Company to be affixed hereto, on this the Eighteenth day of September 1895 (say the Eighteenth day of September in the year of our Lord One thousand Eight hundred and ninety five).

Witnesses  
J. W. Medforth  
Arthur Dawson

Benjamin Glasgow acting Chairman  
Wm J. Brewer Secretary

(seal)

Consulate of the United States  
at Hull England  
County of York

Present me Susan V. Daniels acting Consul of the United States at Hull England on this day personally appeared Benjamin Glasgow acting Chairman and William J. Brewer Secretary of the Investment Guarantee Trust Company Limited both of whom are known to me to be the persons whose names are subscribed to the above and foregoing instrument of writing and they acknowledged to me they executed

the said instrument of writing as chairman and secretary  
for the purposes and conditions therein expressed  
Given under my hand and seal of office  
at New England on the 18<sup>th</sup> day of September  
1895 one thousand eight hundred & ninety  
five

Jordan B Daniels  
acting consul

seal

James Compton  
and Isabella Compton

Filed for Record 1st day of Oct 1895  
at 3 P.M.

Recorded Oct 2nd 1895

To  
Warranty Deed  
Moans A Lutz

In consideration of the sum of Fifty Eight  
Hundred Dollars each in hand paid us by Moans A Lutz

for A Lutz the receipt of which is hereby acknowl-  
edged we James Compton and Isabella Compton of Wash-  
ville Tennessee do hereby convey and warrant unto the  
said Moans A Lutz of Leathur Mississippi the following described  
real estate situated in the County of Madison State of Miss-  
issippi to wit: Twenty acres off the North End of East Half  
of North East quarter + Twenty acres + Twenty acres off  
the North West corner of section four and the North half  
of East half of North East quarter + the West half of North  
East quarter + the East half of North West quarter + six  
acres off the North end of North West quarter of North West  
quarter of section five in Township Eight Range three  
East and the South half of section thirty two + the West  
half of North East quarter + the South West quarter + the  
West half of North East quarter + the South East quarter of  
the South East of the South East quarter of section thirty  
three Township Nine Range three East being one Acre  
Plantation in Madison County Miss. W.M. our hands and seals  
this 28<sup>th</sup> day of September A.D. 1895

State of Tennessee  
Madison County

Compton  
Isabella Compton

Personally appeared before me one W. C. Pearson a Not-  
ary Public in and for said County State the within named James Compton Isabella  
Compton the foregoing with whom I am personally acquainted + who  
acknowledged that they executed the within annexed instrument for the pur-  
poses therein contained + Isabella Compton (wife of said James  
Compton) having personally appeared before me separately + apart from her  
husband the said Isabella Compton acknowledged the same

execution of said deed to have been done by her freely voluntarily and undisturbedly without compulsion or constraint from her said husband and for the purposes therein expressed

Witness my hand and official seal at Nashville Tennessee this 28th of September 1895

seal

L. C. Pearson  
Notary Public

M. J. Mathews by  
To  
Wm. Reid  
Mary A. Lutz

Filed for Record Oct 10th 1895 at 30.00  
P. M.  
Recorded Oct 2nd 1895

In consideration of the sum Two Thousand Dollars cash in hand paid me by Mary A. Lutz the receipt of which is hereby acknowledged I, M. J. Mathews by do hereby certify and warrant unto the said Mary A. Lutz forever the following described real estate lying being situated in the City of Canton County of Madison State of Mississippi, to wit: Beginning on the north side of Peace Street at the South West corner of the Deane property and running thence West along the north side of Peace Street to the South East corner of the lot formerly owned by Ben Lunsford & thence North 301 ft to the Deane property and thence East 92 1/2 feet more or less to the South East corner of said Deane property and thence South 301 feet to the point of beginning intending hereby to convey my lot known as the "Watts" by Deane property

Witness my hand and seal this 2nd day of September 1895

M. J. Mathews Seal

State of Mississippi  
Madison County

Personally appeared before the undersigned Justice of Peace of said County the within named M. J. Mathews who acknowledged that she signed and delivered the foregoing deed on the day and upon the terms mentioned as her act and deed

Given under my hand and official seal at office this 23rd day of September 1895

J. N. Schreyer J. P. Notary Public

J. W. Holland  
 To J. J. Little Bond  
 Matthew Ogden

Filed for Record at 10:40 AM 28<sup>th</sup>  
 Sept 1895  
 Recorded Oct 4<sup>th</sup> 1895

I, J. W. Holland  
 land agree to sell to Matthew Ogden my plantation in  
 Madison County Miss. containing about 2026 2/3 acres  
 for the sum of Ten Thousand dollars payable as follows

- \$500 - due 10 days after date.
- \$4500 " Jan 1<sup>st</sup> 1896
- \$1000 " " 1896
- \$2500 " " 1897
- \$2500 " " 1898

which said sums are evidenced  
 by said Ogden's promissory notes & bearing interest from Jan  
 1<sup>st</sup> 1896 at 10 per cent per annum and I will make  
 him deed to said lands when \$6000<sup>00</sup> is paid and vendors  
 lien is reserved in said deed for balance said pur-  
 chase money. And I the said Matthew Ogden agree to  
 pay said notes as they fall due. The said Holland  
 will furnish abstract title to said lands & convey by  
 warranty deed said lands and convey by warranty  
 deed said lands except the lands in section 16 and  
 to that he will convey the unexpired the unexpired  
 thereof only.

Said Ogden can pay all of said notes at  
 any time he see fit & interest shall cease on amounts  
 he thus pays. If said Ogden fails to pay said notes  
 when due this contract shall be void.

Witness our hands and seals this 28<sup>th</sup>  
 day of September 1895

The State of Mississippi  
 Madison County

J. W. Holland (seal)  
 Matthew Ogden (seal)

Personally appeared before the  
 undersigned chancery clerk of the said County the  
 within named J. W. Holland & Matthew Ogden who  
 acknowledged that they signed sealed and delivered  
 the foregoing bond for title on the day and year  
 therein mentioned as their act and deed.

Given under my hand and official  
 seal at office this 28<sup>th</sup> day Sept 1895

Geo. Presley Clerk  
 J. W. Holland

All notes included in this deed have been paid in full  
 except the last note for \$2500 due Jan 1<sup>st</sup> 1898 which  
 is not paid

S. J. Crisler ( Filed for Record Oct 12<sup>th</sup> A.D. 1895 at 8 o'clock  
 To 3<sup>rd</sup> Deed ( a m & Recorded Oct. 14<sup>th</sup> 1895  
 L. F. Grisham } Jos Priestley clk  
 State of Mississippi Madison County.


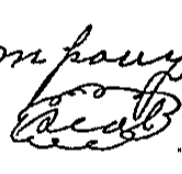
Flora Miss Oct 8<sup>th</sup> 1895

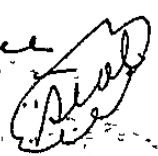
In consideration of the sum of one hundred & fifty five Dollars to me in hand paid receipt where of I hereby acknowledge I convey and warrant to L F Grisham the following described land to wit, all that portion of the E 1/2 of NW 1/4 of Section 22 in Township 8 Range 11 West, which lies West of the Flora & Mount Olympus Road & North of the Livingston & Brownville Road in Madison County Mississippi estimated to be 31 acres more or less. Witness my signature on this 8<sup>th</sup> day of October 1895. S. J. Crisler

The State of Mississippi ( Personally appeared before  
 The County of Madison } me O. W. Phillips a justice of  
 the peace of the County of Madison in said State the  
 within named S. J. Crisler, who acknowledged that he  
 signed and delivered the fore going instrument on  
 the day and year therein mentioned.  
 Given under my hand, this the 10<sup>th</sup> day of October  
 A.D. 1895- O. W. Phillips J. P.

Globe Investment Company ( Filed for Record Oct 15<sup>th</sup> A.D.  
 To 3<sup>rd</sup> Deed ( 1895 at 3 1/2 o'clock P.M. & Recorded Oct  
 Henry A. Hyman } 15-1895 Jos Priestley clk

This Indenture made this first day of October, in the year of our Lord one thousand & Eight hundred and ninety Five between the Globe Investment Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts, of Boston, County of Suffolk, Commonwealth of Massachusetts, party of the first part, and Henry A. Hyman of Boston County of Suffolk, Commonwealth of Massachusetts as he is Receiver of the Globe Investment Company aforesaid, party of the second part; Witnesseth, that the party of the first part, in consideration of the sum of One Dollar to it in hand paid by the party of the second part the receipt where of is hereby acknowledged, does hereby grant, bargain, sell and convey unto the

said party of the second part his successors heirs and assigns, forever, all that tract or parcel of land lying and being in the County of Madison State of Mississippi described as follows, to wit: All of the East half of Section Twenty Seven (27) and the North half of the South West quarter of Section Twenty Seven (27), Township Ten (10) Range Two (2), East Choctaw Meridian  
 To have and to hold the same, Together with all the hereditaments and appurtenances thereto belonging or in any wise appertaining, to the said party of the second part his successors heirs and assigns forever  
 The foregoing conveyance is made by said Globe Investment Company in accordance with the order of the Supreme Judicial Court holder at Boston for the County of Suffolk within the Commonwealth of Massachusetts on the 6<sup>th</sup> day of September 1895. In testimony whereof, The said Globe Investment Company has caused its Corporate seal to be hereunto affixed, and these present to be signed in its name and behalf by its President, the day and year first above written  
 Signed, sealed and delivered  Allison Z. Mason   
 in the presence of S. M. Plummer Jr

Commonwealth of Massachusetts ( On this 3<sup>rd</sup> day of October 1895  
 County of Suffolk ( before me Arthur Carroll a Notary Public, in and for said County and Commonwealth, personally appeared Allison Z. Mason, to me personally known and known to me to be the President of the Corporation, that is described in and that executed the foregoing instrument who, being by me duly sworn, did say, that he is President of Globe Investment Company a Corporation organized under the laws of Massachusetts, and that the seal affixed to said instrument is the Corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said Allison Z. Mason duly acknowledged to me that he executed the said instrument as his free and voluntary act and deed, in behalf of said Corporation, and that said Corporation executed said instrument as its free & voluntary act & deed  
 In Testimony whereof, I have hereunto set my hand & affixed my notarial seal the day & year last above written at Boston in said County  
 My Commission expires June  Arthur Carroll Notary Public in  
 14 - 1901 for said County & Commonwealth

Shame this day deposited in the high court of the State of Mississippi from the purchase of fifty acres of land in full satisfaction of the debtors herein received in this deed January 2nd 1846 M. E. Stewart by W. H. Stewart

M. E. Stewart (Filed for Record Oct-15th a. d. 1845-  
To W. D. Owen } at 3 o'clock P. M. & Recorded Oct 15th 1845-  
W. D. Owen } Jas. Priestly clk

For and in consideration of \$500<sup>00</sup> Five Hundred Dollars Cash paid & \$2500<sup>00</sup> due and to be paid by him on January 1st 1846 & 10% interest on same from date here of till paid, I have this day conveyed and by these presents do convey & warrant unto W. D. Owen the following property in Madison County Mississippi to wit: - that Lot & the upborne mounds thereon, in the City of Canton known as Lot 4 in Square 5 of the original plat of the City of Canton or Lot No. 22 of the Survey of the City of Canton known as Georges map made by J. P. George both of said maps or plots being of records of the Chancery Clks office of said County, said Lot herein conveyed being by metes and bounds described as follows to wit: - beginning at the North west corner of said Lot on Peace Street at its intersection with the Alley running between & connecting Fulton & Peace Streets and running thence along said Peace Street East about 120 feet to the Dead End, & thence South 400 feet to Fulton Street, thence West along said Fulton Street 120 feet to its point of intersection with said Alley, thence along said Alley 400 feet to Peace Street to the point of beginning - and the said W. D. Owen agrees & covenants that he will keep all the building on said property insured at their full value for the benefit of the undersigned, - till the said \$2500<sup>00</sup> shall be paid in full for which a lien is hereby retained by the undersigned on said property till the full payment of said \$2500<sup>00</sup> & 10% interest on same.

M. E. Stewart

The State of Mississippi  
Madison County Personally appeared before the undersigned Jas. Priestly, Clerk of the Chancery Court of the said County the within named M. E. Stewart, who, acknowledged that she signed and delivered the foregoing deed on the day and year therein mentioned as her act & deed.

Given under my hand & seal, this 15th day of Oct a. d. 1845-  
Jas. Priestly Chy. Clerk  
J. M. Croftman D. C.

Albert R. Shattuck Trustee (Filed for Record Oct 18<sup>th</sup> A.D. 1895  
 To 3 Release (at 8 o'clock a.m. & recorded Oct 18<sup>th</sup> 1895  
 David E. Jiggths " \$800 Duplicate " Jas Priestley Chy Clerk

To the clerk of chancery Court of - Madison County  
 State of Mississippi

Dear Sir

You are hereby authorized to acknowledge payment of, and enter satisfaction of record for that Deed of Trust dated - April 1<sup>st</sup> A.D. 1887 from David E. Jiggths (unmarried), to Albert R. Shattuck Trustee for William F. Miller for the sum of \$400<sup>00</sup> Four Thousand<sup>00</sup> Dollars, and recorded in Book of Deeds ~~277~~ (N. No.) page 277 et seq. of the Records of Deeds in your office, on the thirteenth day of April A.D. 1887, in lands in Madison County, State of Mississippi, the same having been fully paid and satisfied  
 Dated at New York N.Y. this 25<sup>th</sup> day of September A.D. 1895. Albert R. Shattuck Trustee

State of New York ( Personally appeared before County of New York ( me Charles P. Rowland a Notary Public in and for the said State and County, the within named Albert R. Shattuck who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned Given under my hand and seal this first day of October A.D. 1895  
 Charles P. Rowland Notary Public County of New York N.Y.

Mary S. Seamus ( Filed for Record Oct 19<sup>th</sup> A.D. 1895  
 To 3 Deed (at 11 o'clock a.m. & recorded Oct 19<sup>th</sup> 1895  
 Nancy Owens James Priestley Chy Clerk

In consideration of the sum of one Hundred & Twenty five Dollars, Cash in hand paid me by Nancy Owens the receipt of which is hereby acknowledged. I Mary S. Seamus do hereby convey & warrant unto the said Nancy Owens forever the following described lot of land lying being situated in the City of Canton County of Madison & State of



Mississippi - to wit: - Beginning on the South side of Academy Street at the North East Corner of the property formerly owned by W. F. Bass and running thence South along the East line of said Bass property 200 feet and thence East 85 feet & thence North 200 feet to Academy Street & thence West along the South side of said Street 85 feet to the point of beginning.

Witness my hand & seal this 16<sup>th</sup> day of October A.D. 1895  
Mary S. Seemus

The State of Mississippi  
Madison County Personally appeared before the undersigned Jas Priestly, Clerk of the Chancery Court of the said County, the Twelfth named Mary S. Seemus, who acknowledged that she signed and delivered the foregoing Deed on the day and year therein mentioned as her act and deed  
Given under my hand and official seal this 18<sup>th</sup> day of Oct A.D. 1895  
Jas Priestly Clerk  
J. M. Crafton D. C.

Mrs Paul Angie Lawrence & To D Deed  
Susan Drane Filed for Record 8:00 am Oct 21 1895  
Recorded Oct 21st 1895

This Deed was made and entered into this the 10<sup>th</sup> day of Dec A.D. 1892 between Mrs P Lawrence and Angie Lawrence parties of the first and Susan Drane party of the second all of the County of Madison State of Mississippi. Witness that the parties of the first part for and in consideration of One Hundred and fifty dollars - fifty dollars in hand paid and one promissory note for One hundred dollars of same day and date the receipt whereof is hereby acknowledged have granted bargained & sold and by these presents doth grant bargain & sell and convey unto the party of the second part his heirs and assigns the following lands to wit: N<sup>2</sup> E<sup>2</sup> N<sup>W</sup> 1/4 Sec 33 T 10 R 5 E. being in Madison Co. State of Mississippi to have & to hold the above described lands with all the appurtenances thereto belonging or in any wise appertaining unto the said parties of the second part her assigns for ever and the said parties of the first part do bind themselves their heirs and administrators to perform

and defend the title to said lands against all persons whomsoever.

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

Witness our signatures

Wm P Lawrence (Seal)  
Angie Lawrence (Seal)

State of Mississippi  
Madison County

Personally appeared before me a member of the Board of said County & State the within named W. P. Lawrence and Angie Lawrence who acknowledged that they signed and delivered the within deed on the day and year therein mentioned.

Given under my hand this the 17<sup>th</sup> day of December A.D. 1892

Jos. T. Luckett  
M. B. S.

B. M. Duffey Filed for Record 10:00 AM Oct 22<sup>nd</sup> 1895  
To J. Reed. Recorded Oct 22<sup>nd</sup> 1895  
W. F. Howard

In consideration of six thousand dollars of which five hundred dollars have been paid in cash and the balance evidenced by the three promissory notes of W. F. Howard payable to me as follows, viz:

One note for \$2,750<sup>00</sup> due March 1<sup>st</sup> 1896 with interest after maturity at seven per cent per annum and one note for \$1,375<sup>00</sup> due Apr 1<sup>st</sup> 1896 with seven per cent per annum from Jan 1<sup>st</sup> 1896 & one note for \$1,375<sup>00</sup> due November 1<sup>st</sup> 1897 with seven per cent per annum from Jan 1<sup>st</sup> 1896 all of said notes bearing escrow date herewith to secure

all of which a vendors lien is reserved upon the lands hereinafter described. I B. M. Duffey do hereby certify and warrant unto the said W. F. Howard prior the following described lands lying being and situated in the County of Madison and State of Mississippi to wit: N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> & S<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> Sec 4 + E<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> + N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> Sec 8 + N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> + S<sup>1</sup>/<sub>2</sub> North of Double Creek less 50 acres off

on back of the three notes described in this deed of bond the following appears: Without comment pay Lena Duffey Mrs M Susan & B Florida out of us signed by B. M. Duffey & dated Oct 22<sup>nd</sup> 1895 & is filed with this deed. Attached: Jas. Quantley clerk

The notes secured by this deed are now owned by J. S. Feyer of Texas and the debt secured hereby is renewed by deed in Trust March 15<sup>th</sup> 1894 executed by W. F. Howard it was to secure J. S. Feyer = subseq

The notes given to Lewis Kunkler & fifty dollars  
secured by W. F. Howard's mortgage in this deed  
has been paid in full by W. F. Howard.  
The notes due me in the Lewis Kunkler  
deed dated Nov 1890 & 97  
are hereby assigned to  
W. F. Howard  
R. W. Dufsey

North end thereof in sec 5 + E<sup>2</sup> SE<sup>4</sup> + SE<sup>4</sup> + E<sup>2</sup> SW<sup>4</sup>  
Sec 6 + 40 acres off North End of Mc North of Walker  
Creek in sec 9 all in Township 10 Range 3 East  
also the S<sup>2</sup> E<sup>2</sup> SE<sup>4</sup> sec 32 and N<sup>2</sup> SE<sup>4</sup> + 3 acres  
out of the South West corner of the NW<sup>4</sup> sec 33 Township  
11 Range 3 East to secure all of which a vendors  
lien is hereby assumed upon all of said lands in favor  
of said Dufsey and his assigns but the said Dufsey  
shall discharge and pay off the encumbrances now  
of record upon said lands out of the purchase money  
herein agreed to be paid

Witness my hand & seal this 2<sup>nd</sup> day  
of October 1895  
R. W. Dufsey (Seal)

State of Mississippi  
Madison County

Personally appeared before the undersigned  
James Priddy Clerk of the Chancery Court of said  
County (the within named R. W. Dufsey who acknowledges  
that he signed and advised the foregoing deed on the  
day and year therein mentioned) his act and deed  
Given under my hand and official seal  
at office this 2<sup>nd</sup> day of Oct 1895  
James Priddy  
Clerk

C. C. & K. P. Weatherby } Filed for record Oct-23. A.D. 1895 at 8  
To 3 warrants deed } O'clock am, & recorded Oct-23<sup>rd</sup> 1895-  
W. W. Campbell } Jas Priddy, Chy Clerk  
In consideration of the sum of  
Three Hundred & Fifty Dollars cash in hand paid by  
W. W. Campbell the receipt of which is hereby acknowl-  
ged, the C. C. Weatherby & K. P. Weatherby do hereby  
convey and warrant unto the said W. W. Campbell  
the following described real estate lying being &  
situated in the City of Canton County of Madison &  
State of Mississippi, to wit: -  
Beginning on the South side of Academy Street at the  
North West corner of the present Residence lot of Mrs  
Sabina Seunius (widow of Dr A T Seunius) & running  
thence West along the South side of said Street  
110 feet to a stake & thence South 200 feet to a stake

thence East 110 feet to said Sumner Lot & thence  
North with the line of said Sumner Lot 200 feet to a  
certain Street the point of beginning  
witness our hands & seals this 21<sup>st</sup> day of October A.D.  
1895

Courtney L. Weathersty *(Seal)*  
K. P. Weathersty *(Seal)*

State of Mississippi  
Madison County, Personally appeared before me  
designated James Priestly, Clerk of the Chancery Court  
of said County the within named Courtney L. Weathersty  
and K. P. Weathersty, who acknowledged that they  
signed and delivered the foregoing deed on the day  
and year therein mentioned, as their act and deed  
given under my hand and official seal, at office, this  
22<sup>nd</sup> day of October A.D. 1895

*(Seal)* James Priestly *(Seal)* Clerk

John W. & Cornelia P. McKay } Filed for record Oct 25<sup>th</sup> A.D. 1895 at  
By N. H. Lee Master Substituted Trustee } 145 - O'clock P.M. Recorded Oct 25<sup>th</sup> 1895  
Toz Deed } James Priestly Clerk  
R. O. Lee }

This Deed of conveyance made and  
entered into this, the 25<sup>th</sup> day of October 1895 by and between  
N. H. Lee Master Substituted Trustee party of the first part  
resident of Shelby County, Tennessee, and R. O. Lee party  
of the second part, witnesses: That whereas heretofore  
to wit, on the first day of July, 1895, John W. McKay  
and Cornelia P. McKay conveyed to David Haughton  
Trustee, by deed of trust recorded in Book A 44 Page  
160 et seq, of the records in the office of the Chancery  
Clerk of Madison County, State of Mississippi the  
following described real estate, in the County of mad-  
ison, State of Mississippi to-wit:

The South Half of the East half of the South East quarter  
of Section Seven 40 acres, and the South half of the West  
half of the South West quarter of Section Eight 40 acres  
and the West half of the North East quarter of Section Seven  
teen, and the South half of the East half of the North  
West quarter of Section Seventeen, and all that part  
of the North half of the East half of the North West  
quarter of Section Seventeen lying East of the Illinois  
Central Rail Road - All in T. 7 R. 2 E & containing  
228 a more or less, for the purpose of securing

the Investment Guarantee Trust Co L<sup>a</sup> of Hull England  
 in the sum of \$2500, and the annual interest thereon  
 for which notes were given, and providing in said deed  
 of Trust, that in case of default in payment of any one  
 or more of said notes, or any part thereof, the principal  
 debt should become due at once, and that the Trustee  
 should be then authorized to execute the trust therein  
 mentioned. And Whereas, default having been made  
 in the payment of the interest note due on the 1<sup>st</sup> day  
 of July 1895; and the holder of said note and beneficia-  
 ry under said Deed of Trust, having requested David  
 Haughton the Trustee therein named, to execute said  
 trust; and whereas, the said David Haughton was  
 unable and failed to execute the trust and therefore  
 the beneficiary, to wit The Investment Guarantee Trust Co  
 L<sup>a</sup> appointed the undersigned N. F. Le Master by instru-  
 ment of writing, duly acknowledged, as the successor  
 of said David Haughton and with power to execute  
 said trust, which instrument appointment is recorded  
 in book E & E page 80 Etc of the records in the office of  
 the Chancery Clerk of Madison County State of Mississippi  
 and whereas, said N. F. Le Master the said substituted  
 Trustee, did, at the request of said beneficiary, proceed  
 to advertise the said above described lands for sale, by  
 publication in the Centon Pickett a weekly Newspaper  
 published at Centon in said Madison County State  
 of Mississippi reciting that said sale would take  
 place at the front door of the Court House in said town  
 of Centon in the County of Madison State of Mississippi  
 within legal hours, said advertisement having appeared in  
 the issues of said Newspaper of the 4<sup>th</sup> 11<sup>th</sup> 18<sup>th</sup> & 25<sup>th</sup> of Oct  
 1895. And Whereas, on the said 25<sup>th</sup> day of October 1895  
 I the said N. F. Le Master the Trustee aforesaid, did at-  
 tend at said time and place and duly offer said  
 lands for sale as required by the terms of said Trust Deed  
 and advertisement, and in accordance with the laws of  
 the State of Mississippi, offering said lands first in  
 the smallest legal subdivision, and afterward as a whole  
 And whereas, at said time & place R. C. Lee bid the sum  
 of \$750<sup>00</sup> for part of said land described as follows  
 The North West quarter of the North East quarter of Sec-  
 tion 17. T. 7 R. 2. E. Less Two acres off of the West side  
 of S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub> - 30 acres, and there being no

higher or better bid I then and there struck off and sold the said land to R. C. Lee at and for the price and sum of \$ 750<sup>00</sup> aforesaid

Now, Therefore, in consideration of the premises and payment to me, by said R. C. Lee of the said sum of \$ 750<sup>00</sup> I the said N. F. Le master in pursuance of the authority vested in me by the terms of said Trust Deed, do hereby grant bargain, sell and convey unto said R. C. Lee the herein before described land together with all improvements and appurtenances thereto belonging to have and to hold the aforesaid land to the said R. C. Lee his heirs and assigns, in fee simple forever as fully as I the said Trustee have power to convey the same under the authority in me vested

In witness whereof, The said N. F. Le master Substituted Trustee has hereunto set his hand and seal, this, the 25<sup>th</sup> day of October 1895

N. F. Le Master  
Substituted Trustee

State of Mississippi

Madison County I Personally appeared before me James Priestley a Chancery Clerk in and for the County & State aforesaid the within named N. F. Le Master Substituted Trustee who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 25 day of Oct - AD 1895

James Priestley Chy Clerk  
By J. M. Grafton

John W & Cornelia P. McKay } Filed for record Oct 25<sup>th</sup> AD 1895 at  
By N. F. Le Master Substituted Trustee } 1.45 to clock P. M. & Recorded Oct 25<sup>th</sup> 1895

To: Deed  
J. T. Dawson

James Priestley Chy Clerk

This Deed of conveyance made and entered into this the 25<sup>th</sup> day of October 1895, by and between N. F. Le Master Substituted Trustee party of the first part, resident of Shelby County Tennessee, and J. T. Dawson party of the second part. Witnesseth: That whereas, heretofore, to-wit, on the first day of July 1895, John W. McKay and Cornelia P. McKay conveyed to David Wadgerton Trustee, by deed of trust recorded in Book A. H. H. page 160 there of, of the

records in the office of the Chancery Clerk of Madison  
 County State of Mississippi, the following described real  
 estate in the County of Madison State of Mississippi  
 To wit: The S<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of S E<sup>1</sup>/<sub>4</sub> of sec. 7 40 acres, and the  
 S<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of S W<sup>1</sup>/<sub>4</sub> of Sec 8 40 acres, and the N<sup>1</sup>/<sub>2</sub> of the  
 N E<sup>1</sup>/<sub>4</sub> of Sec 17 80 acres and the S<sup>1</sup>/<sub>2</sub> of the E<sup>1</sup>/<sub>2</sub> of the N W<sup>1</sup>/<sub>4</sub>  
 of Sec. 17 40 acres and all that part of the N<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of  
 the N W<sup>1</sup>/<sub>4</sub> of Sec. 17. lying East of the Illinois Central  
 Rail Road - 28 acres, all above land being in Town-  
 ship 7. R. 2. E & containing in all 228 acres more or less  
 for the purpose of securing The Investment Guaranty  
 Trust Co Ltd of New England in the sum of \$25000<sup>00</sup>  
 and the annual interest thereon, for which notes were  
 given, and providing in said deed of Trust, that in  
 case of default in payment of any one or more of  
 said notes, or any part thereof, the principal debt should  
 become due at once, and that the Trustee should then  
 authorized to execute the trust therein mentioned  
 and whereas, default having been made in the pay-  
 ment of the interest, note due on the 1<sup>st</sup> day of July  
 1895; and the holder of said notes and beneficiary under  
 said deed of Trust, having requested David Haughton  
 the Trustee therein named to execute said Trust, and  
 whereas, the said David Haughton was unable  
 and failed to execute the Trust and therefore the  
 beneficiary, to wit The Investment Guaranty Trust Co Ltd  
 appointed the undersigned N F LeMaster by instrument  
 of writing, duly acknowledged, as the successor of said  
 David Haughton and with Power to execute said Trust,  
 which instrument of appointment is recorded in Book  
 E & E page 80. Copy of the records in the office of the  
 Chancery Clerk of Madison County State of Mississippi  
 And, whereas, said N F LeMaster the said substituted  
 Trustee, did, at the request of said beneficiary, proceed  
 to advertise the said above described lands for sale,  
 by publication in the Canton P. Mail a weekly news-  
 paper published at Canton in said Madison  
 County, State of Mississippi, reciting that said  
 sale would take place at the front door of the  
 Court House in said town of Canton in the County  
 of Madison State of Mississippi within legal  
 hours. said advertisement having appeared in  
 the issues of said News paper of the 4<sup>th</sup> 11<sup>th</sup> 18<sup>th</sup> & 25<sup>th</sup>

October 1845. And where as, on the said 25 day of October 1845: I, the said N. F. Le Master, the Trustee aforesaid, did attend at said time and place and duly offer said lands for sale as required by the terms of said deed of Trust and advertise made, and in accordance with the laws of the State of Mississippi, offering said lands first in the smallest legal subdivision, and afterwards as a whole; and whereas, at said time and place J. T. Dawson bid the sum of 1250<sup>00</sup> That part of above described land described as follows - The South West quarter of the North East quarter of Sec. 17, T. 7. R. 2 E less 10 acres off of the West side, and the South East quarter of the North West quarter of Sec. 17, T. 7. R. 2 E less 10 acres off of the North side; and 8 acres out of the South West corner of the South West quarter of the North East quarter described particularly as beginning at the S W Cor of said NE 1/4 of said Sec. 17 - running thence North 15 Chains thence East  $5\frac{30}{100}$  Chains, thence 15 Chains, thence West  $5\frac{30}{100}$  to place of beginning. All in Sec. 17, T. 7. R. 2 E, and there being no higher or better bid, I then and there struck off and sold the said land to J. T. Dawson at and for the price and sum of \$ 1250<sup>00</sup> aforesaid.

Now therefore, in consideration of the premises and payment to me, by said J. T. Dawson of the said sum of \$ 1250<sup>00</sup> I, the said N. F. Le Master in pursuance of the Authority Vested in me by the terms of said Trust Deed do hereby grant, bargain, sell and convey unto said J. T. Dawson, the herein before described land, together with all improvements and appurtenances thereunto belonging, to have and to hold the aforesaid lands to the said J. T. Dawson his heirs and assigns, in fee simple forever, as fully as I, the said Trustee, have power to convey the same under the authority in me Vested. In witness whereof, The said N. F. Le Master, Substituted Trustee has hereunto set his hand and seal, this, the 25<sup>th</sup> day of October 1845.

N. F. Le Master, Substituted Trustee

State of Mississippi,

Madison County Personally appeared before me Jas Priestly a Chancery Clerk in and for the State & County aforesaid the within named N. F. Le Master Substituted Trustee who acknowledged that he signed and delivered the foregoing instrument on the day & year therein mentioned. Given under my hand & seal this 25 day of October A. D. 1845

*[Signature]*

Jas Priestly Chy Clerk  
J. M. Grafton D. C.



Elizabeth F. Purviance } Filed for Record Oct 28<sup>th</sup> A.D. 1896 at 10  
 To 3 Deed } o'clock a.m. & Recorded Oct 28<sup>th</sup> 1896-  
 Dr Wm. Clanton } Jas. Poutley City Clerk

In consideration of Ten dollars in hand paid I convey and warrant to William Clanton a certain lot in the town of Camden Madison County Mississippi upon which the said Clantons office is now located, said lot bounded on the North by Pine Street South by lot belonging to Capt J. H. Evans store lot belonging, on the East by lot belonging to J. C. Maxwell and on the West by Main Street and more particularly known as the A. Purviance Store House lot all in Section 24 Township 11 R. 4. E

Witness my signature this 1<sup>st</sup> day January 1889  
 Elizabeth F. Purviance

State of Mississippi }  
 Madison County } Personally appeared before me  
 the undersigned Justice of the Peace of the County aforesaid Mrs Elizabeth F. Purviance who acknowledged that she signed and delivered the foregoing deed of conveyance as her own act and deed on the day and year therein named  
 Witness my hand this 20<sup>th</sup> day July 1889  
 Samuel Melton J.P.

J. T. Smith } Filed for Record Oct 30<sup>th</sup> A.D. 1896-  
 To 3 Deed } at 8 o'clock a.m. & Recorded Oct 30 1896-  
 Augusty Smith } Jas. Poutley City Clerk

In consideration of two hundred and forty dollars in hand paid. I convey and warrant to Augusty Smith; the following land situated in Madison County Mississippi and described as The North East 1/4 of the North West 1/4 Section thirty three (33) Township 12 Range 4 East, also my undivided 1/2 interest in the North West 1/4 of North East 1/4 Section (33) Thirty three Township 12 Range 4 East  
 Witness my signature this 28<sup>th</sup> day October 1896-  
 J. T. Smith

State of Mississippi }  
 Madison County } Personally appeared  
 before me the undersigned Justice of the

Peace of the County aforesaid J. T. Smith who acknow-  
 edged that he signed and delivered the foregoing  
 Deed as his own act and deed on the day and year  
 therein mentioned  
 witness my hand this 28<sup>th</sup> day of October 1895  
 Saul Melton J.P.

J. W. Cooper (Filed for Record Oct 31<sup>st</sup> A.D. 1895 at 8  
 1.53 Quit Claim Deed (O'clock W.M. & Recorded Oct 31<sup>st</sup> 1895-  
 Sadie P. Cooper James Priestly Chy Clerk

"State of Mississippi Hinds County"  
 Know all Men by these presents, That J. J. W. Cooper  
 for and in consideration of \$10<sup>00</sup> Ten dollars, to me  
 in hand paid by Sadie P. Cooper, have released  
 and quit-claimed; and by these presents doth release  
 and quit-claim unto her the said Sadie P. Cooper  
 all my right, title, interest and claims in or to  
 the following described land to wit: (here describe the land)  
 The West 1/2 of S E 1/4 Section 15 Township 8 Range 1 West  
 in Madison County Miss. also, the S 1/2 E 1/2 N E 1/4  
 and the W 1/2 N E 1/4 of Section 22, Township 8 Range  
 1 West all in Madison County Mississippi  
 Witness my hand and seal, this 26<sup>th</sup> day of January A.D.  
 1893, J. W. Cooper

Signed in the presence of  
 R. Griffith

The State of Mississippi  
 Hinds County 3 This day per-  
 sonally appeared before me, The undersigned  
 Notary Public in and for, the City of Jackson said  
 County and State, the within named J. W. Cooper  
 and acknowledged that he signed, sealed and deliv-  
 ered the foregoing Deed of Conveyance at the  
 time therein named as his act and deed  
 witness my hand and seal of office, this Twenty  
 sixth day of January A.D. 1893  
 E. M. Parker  
 Notary Public

Pattie C. Campbell (Filed for Record Oct 31<sup>st</sup> A.D. 1895 at  
 To Quit-claim Deed } 8.0 Clock A.M. & Recorded Oct 31 1895  
 Sadie P. Cooper } James Priestley CLK  
 "State of Mississippi Hinds County"  
 Know all men by these presents, That I, Pattie C. Campbell  
 for and in consideration of \$ 10<sup>00</sup> Ten dollars, to me  
 in hand paid by Sadie P. Cooper, have released  
 and Quit-claimed, and by these presents doth release  
 and Quit-claim unto her the said Sadie P. Cooper all  
 my right, title, interest and claim in or to the follow-  
 ing described land to wit: (here describe the land)  
 The West 1/2 of S E 1/4, Section 15, Township 8, Range 1 West  
 in Madison County Miss. also, the S 1/2 E 1/2 N E 1/4 and  
 the W 1/2 N E 1/4 of Section No. 22, Township 8 Range 1  
 West, all in Madison County, Mississippi  
 Witness my hand and seal, this 30<sup>th</sup> day of January  
 A.D. 1893 Pattie C. Campbell

The State of Mississippi  
 Hinds County } This day Personally appear  
 ed before me, The undersigned a Notary Public in  
 and for the City of Jackson, said County and State, the  
 within named Pattie C. Campbell, and acknowledged  
 that she signed, sealed and delivered the forego-  
 ing Deed of Conveyance at the time therein bound  
 as her act and deed, Witness my hand and seal of  
 office, this first day of February A.D. 1893  
 E. M. Parker Seal

Mary J. Griffith (Filed for Record Oct 31<sup>st</sup> A.D. 1895 at  
 To Quit-claim Deed } 8.0 Clock A.M. & Recorded Oct 31<sup>st</sup> 1895  
 Sadie P. Cooper } James Priestley City Clerk  
 "State of Mississippi Hinds County"  
 Know all men by these presents, That I Mary J. Griffith  
 for and in consideration of \$ 10<sup>00</sup> Ten dollars, to me in  
 hand paid by Sadie P. Cooper, have released and  
 Quit-claimed, and by these presents doth release and  
 Quit-claim unto her the said Sadie P. Cooper all  
 my right, title, interest and claim in or to the follow-  
 ing described land, to wit: (here describe the land)  
 The West 1/2 of S E 1/4 Section 15, Township 8 Range 1  
 West in Madison County, Miss. also the S 1/2 E 1/2 N E 1/4  
 and the W 1/2 N E 1/4 of Section No 22 Township 8  
 Range 1 West all in Madison County Mississippi

Witness my hand and seal, this 30<sup>th</sup> day of January A.D. 1893  
Mary Jo Griffith

The State of Mississippi

Hinds County. This day personally appeared before me, the undersigned a Notary Public in and for the City of Jackson, said County and State, the woman named Mary Jo Griffith, and acknowledged that she signed, sealed and delivered the foregoing Deed of Conveyance at the time therein named, as her act and deed.

Witness my hand and seal of office, this First day of February A.D. 1893  
E. M. Parker  
Notary Public

Sallie L Powell (Filed for record December 12<sup>th</sup> A.D. 1895  
To 3 Mar Deed } at 8 o'clock a.m. & recorded Nov 12<sup>th</sup> 1895  
T. W. Holland } James Postley Chy Clerk

In consideration of the sum of one Hundred Dollars, cash in hand paid me by Dr T W Holland, the receipt of which is hereby acknowledged and the further sum of one Hundred & fifty Dollars due me by him, as is evidenced by his promissory note of even date herewith due and payable to my order on January 15<sup>th</sup> 1894 with interest from date at the rate of ten per cent per annum to secure which note a Vendors Lien is hereby reserved & retained upon the land herein after described, I Sallie L Powell do hereby convey & warrant unto the said T W Holland forever my undivided one half interest in the following described lands lying in Madison Co. State of Mississippi to wit: -  
E 1/2 S E 1/4 Sec. 31. T. 9 N. 3. E

Witness my hand & seal this the 8<sup>th</sup> day of June A.D. 1893  
Sallie L Powell

State of Mississippi  
Madison County

Personally appeared before the undersigned Jas Postley, Clerk of the Chancery Court of the said County, the woman named Sallie L Powell, who acknowledged that she signed and delivered the foregoing Deed on the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, at office this 8<sup>th</sup> day of June A.D. 1893  
Jas. Postley Clerk

Sallie L Powell in full January 11<sup>th</sup> 1894  
S. C. Currier

All of the for above money has been paid in full & the money appears in my stat  
 Smith & Co. Oct 22 1893 - a 287 09 Nov 5 1893 - 1 00  
 55-59 Oct 22 1893 - a 287 09 Nov 5 1893 - 1 00  
 1893 - a 287 09 Nov 5 1893 - 1 00  
 1893 - a 287 09 Nov 5 1893 - 1 00  
 1893 - a 287 09 Nov 5 1893 - 1 00  
 1893 - a 287 09 Nov 5 1893 - 1 00  
 1893 - a 287 09 Nov 5 1893 - 1 00

Annie D. Smith } Filed for Record Nov 1st 1895 at 8  
 To's War Deed } o'clock A.M. & Recorded Nov 1st 1895  
 T. W. Hollond } James Priestley Clerk

In consideration of the sum of  
 Four Hundred & Sixty Two & 50/100 Dollars due me  
 by T. W. Hollond as is evidenced by his two promis-  
 sory notes of even date herewith, One for Two Hun-  
 dred & Thirty one 257,00 Dollars due on January  
 15<sup>th</sup> 1894, and the other for Two Hundred & Thirty  
 one 257,00 Dollars due on January 15<sup>th</sup> 1895, both  
 bearing interest from date at the rate of Ten per  
 Cent per annum, to secure each and both of said  
 notes a Vendor's Lien is hereby reserved & retained  
 upon the lands herein after described, I Annie D  
 Smith do hereby convey and warrant unto the  
 said T. W. Hollond forever the following de-  
 scribed lands lying in Madison County State  
 of Mississippi, to wit: -  
 The N 1/2 N 1/2 NW 1/4 Sec. 5, T. 8. R. 3. E. less six acres  
 of the north end of said subdivision, and also  
 my undivided one half interest in the E 1/2  
 SE 1/4 Sec. 31, T. 9. R. 3. E  
 Witness my hand & seal this the 8<sup>th</sup> day of June  
 A. D. 1893, A. D. Smith *(Signature)*

State of Mississippi } Personally appeared before  
 Madison County } the undersigned Jas Priestley  
 Clerk of the Chancery Court of the said County, the  
 within named A. D. Smith, who acknowledges  
 that she signed 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 8<sup>th</sup> day of June A. D. 1893. *(Signature)* Jas Priestley Clerk