

G. W. Adams

To } Deed of Trust

A. B. Vanarsdel

To Katie Adams

Filed for Record January 16th at 9 A.M. 1845

Recorded January 13th 1845.

This Deed of Trust is made and entered

into by and between G. W. Adams, of the County of Madison
of the first part, Katie Adams of the same County of the
second part and A. B. Vanarsdel of the County of Mallett of
the third part all of the State of Mississippi ~~Wilkesboro~~, that
whereas the said G. W. Adams is justly indebted to the said
Katie Adams in the sum of one hundred dollars, evidenced
by a certain promissory note bearing date 1st December 1844
due and payable to the said Katie Adams or bearer on or
before the 1st day of December 1845 and signed by the said
G. W. Adams. Now in order to secure the ultimate payment
of said sum of money in said promissory note mentioned
the said party of the first part does hereby give, grant, bargain
and sell unto the said party of the third part, the entire crop
made by the party of the first part during the year 1845,
To have and to hold unto the said A. B. Vanarsdel and to his
heirs and assigns forever in trust however and for the following
purposes, to-wit; The said crop is suffered to remain in the
possession of the said party of the first part until the ma-
turity of said promissory note and upon the payment thereof
by the said party of the first part together with all the ac-
cring interest thereon and the cost of executing this Deed, this
Deed of trust shall be void and of no effect but should the
said party of the first part fail to pay said promissory note
with all the interest thereon according to its Tenor and effect
on or before its maturity. Then it shall be the duty of the
said party of the third part to advertise said crop for sale
by giving twenty days notice of the time, place and terms
of sale by posting notices thereon in public places in said
County of Madison, one of which shall be on the door of the
Court house in Carlton and after giving said notice the said
A. B. Vanarsdel shall proceed to sell said crop at public outcry
for cash and from the proceeds of such sale pay and
satisfy said promissory note and all interest thereon and the
cost of this Deed of Trust, make and execute a legal conveyance
of said crop to purchaser and should there remain a surplus
of money the proceeds of said sale in the hands of said Trustee
after paying said sum the said Trustee is hereby required

to pay over to the said party of the first part, his heirs, executors, administrators or assigns. In testimony whereof the said parties have hereunto set their hands and seals on the 1st day of December AD 1844. Signed sealed and delivered in presence of
 Sallo Vawardsel } G. W. Adams. *Seal.*
 Katie } Katie Adams. *Seal.*
 Georgia Adams } A. B. Vawardsel. *Seal.*
 The State of Mississippi)

Madison County } Personally appeared before the undersigned
 Justice of the Peace of said County, the witness named G. W. Adams
 who acknowledged that he signed, sealed and delivered the
 foregoing Deed of trust as his own act and deed on the day
 and year herein mentioned. Given under my hand and seal
 this, the 4th day of January AD 1845.

Samuel Miller J. P. *Seal.*

J. M. Mills Trustee } Filed for Record January 5th 1845 at 11 am.
 To } Deed
 James M. McFarland } Recorded January 13th 1845.

This Indenture, made this 23rd day of June
 AD 1844, between J. M. Mills, Trustee as herein after mentioned
 of the first part and James M. McFarland of the second part
 witnesseth: Whereas by a certain deed, executed by Richard
 C. Sanders and Ellen M. Sanders, his wife, dated the 9th day
 of April AD 1846, and recorded in the office of the Clerk
 of the Court of Probates in and for Madison County, Missis-
 sissippi, in Book of Deeds, Q, pages 134 and 135, the said Richard
 C. and Ellen M. Sanders did convey a certain lot or parcel of
 ground situated in said county, to the said party of the
 first part, for the use of the said party of the first part
 and in trust, for the use and benefit of certain other
 persons named in said deed, all in equal and undivided
 interests; which lot or parcel of land is fully described in said
 Deed, and the names of said uses and beneficiaries are also
 herein particularly set forth, And whereas it is the intention
 of said beneficiaries to use said lot or parcel of land as a
 Cemetery for the burial of the dead, and to sell and convey
 said land in small lots, for the purpose aforesaid: And whereas
 a survey and subdivision of said lot or parcel of land has
 been duly made, and certified by the Surveyor of said County,
 and recorded in the office of the Clerk of Probates aforesaid
 in Book of Deeds, pages 136 and 137, as by reference thereto will more
 fully appear. Now, therefore, in consideration of the hereinbefore recited

premises and of the sum of fifty-five dollars by the said party of the second part to the said party of the first part to have paid, the said party of the first part hath granted, bargained and sold, aliened and conveyed, and by these presents doth grant, bargain and sell, alien and convey, unto the said party of the second part, Lot No 44, in Square No 1, according to the survey, subdivision and plat of said ground hereinbefore referred to, and now known as the Carlton Cemetery; To have and to hold said lot hereby conveyed, unto have the said party of the second part, his heirs and assigns forever. In testimony whereof, the said party of the first part hath hereunto set his hand and affixed his seal, the day and year first herein written
 The State of Mississippi f. M. Mulls *Seal*

Madison County, Personally appeared before me, E. S. Jeffrey, Clerk of the Chancery Court in and for said County, the above named f. M. Mulls, who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned as his act and deed. Witness my hand and seal of this Court, this 23rd day of June A.D. 1874.

Seal

E. S. Jeffrey, Clerk

Mr. J. McRae
trustee
 To Deed of Conveyance Filed for Record Jan 7th 1875 at 11 AM
Laura C. Stevson Recorded January 13th 1875.

This deed of conveyance executed this day of January A.D. 1875, by Mr. J. McRae, trustee in a certain deed of trust executed on the 21st day of January A.D. 1874, by Henry C. Turner to secure P. Money, agent and which is duly recorded in deed book C.C. of the records of deeds of the County of Madison and State of Mississippi on page 8, to Laura C. Stevson of said County and State, the grantee herein, who is the wife of Robert S. Stevson, of said County and State, is to witness that whereas the said Mr. J. McRae, as trustee as aforesaid, did pursuant to the provisions of the aforesaid Deed of Trust, proceed to sell the land hereinafter described at public outcry for cash, on Saturday, the 2nd day of January A.D. 1875 in front of the Court-house door of said County, and between the hours of twelve o'clock M. and two o'clock P.M., after having advertised the time, place and terms of the said sale, with description of the land sold for more than twenty days preceding the day on which said sale was made, and whereas the said McRae, trustee as aforesaid did, in each

and every particular fully comply with all the provisions of the said deed of trust in reference to the said sale in its management and with the observance of the perquisite prescribed by said trust deed, and whereas, at the said sale the said Laura C. Stinson was the highest and best bidder bidding for the said land herein after described the sum of Twenty-five dollars and few cents. Now, therefore, the premises considered, and in consideration of the payment to said M. J. McRae, trustee as aforesaid, of the sum of \$25⁰⁰ by the said Laura, the receipt whereof is hereby acknowledged the said M. J. McRae, trustee as aforesaid, in virtue of the power in him vested by the provisions of the aforesaid deed of trust, has bargained and sold, and by these presents, doth bargain and sell, alioo and convey, unto the said Laura C. Stinson, and her heirs forever, that land situated and being in the said county of Madison and State of Mississippi, described as follows; tract; — The west half of Section sixteen, Township Nine, range four east, but, the said trustee conveys only such title as may be vested in him by the aforesaid trust deed and makes no covenant of warranty whatever. witness the hand and seal of the said M. J. McRae, trustee as aforesaid, hereto set on the day and year first hereinbefore written.

The State of Mississippi } M. J. McRae. Trustee *Seal*
 Madison County } This day personally appeared before
 the undersigned, Clerk of the Chancery Court of said County
 M. J. McRae who acknowledged that he executed, signed
 sealed and delivered the above Deed on the day and year
 aforesaid and for the purposes therein mentioned as his
 act and deed given under my hand and seal of office
 at Canton, this 6th day of January A.D. 1845.

Seal. C. P. Jeffrey. Clerk
Seal. By H. R. Brewell. S. L.

Ruben E. Lawhorn wife : }
 To } Deed of Trust. Filed for Record January 6th 1845 at 10 AM.
 D. P. Montgomery, Trustee } Recorded January 13th 1845.

This Indenture made and entered into this the 29th day of December 1843, by and between R. E. Lawhorn and wife of the first part, and D. P. Montgomery of the second part, and J. C. Lewis, Executor of the Estate of Hugh Lewis, deceased of the third part, all of the County of Madison, State of

Mississippi. Whereas the said party of the first part, is indebted to the said party of the third part, in the sum of Sixteen hundred and eighty one $\frac{8}{10}$ dollars as evidenced by his note even date with this instrument for paid sums, with interest at the rate of 10% per annum from date, and due and payable on the 1st day January A.D. 1840. and the said party of the first part, being desirous to secure the said party of the third in the payment of the said sum of money with the utmost accuracy. Now therefore, the said party of the first part, doth grant alien and convey unto the said party of the second part, all their interest of every kind whatsoever, in the following described property, to-wit: - $\frac{1}{2}$ of Section 30. and $\frac{1}{2}$ of $\frac{1}{2}$ of Section 33. and $\frac{1}{2}$ of $\frac{1}{2}$ of Section 29 all in Township 8 Range 2 East, containing six hundred and Forty acres, more or less, by estimation, with the appurtenances thereto belonging, to have and to hold to the said third party or his successor. But this conveyance is upon the trust and limitations following, of the sum of money hereby intended to be secured be paid as contemplated there. This security is to cease and be void. But if after the day herein fixed the payment of the sum shall pass and the amount payable or any part thereof be unpaid, then it shall be lawful for the said party of the second part at the request of the said party of the third part or his legal representative after giving thirty days notice of the time and place of sale by posting public notice at the Court House door of Madison county, State of Mississippi, shall proceed to sell at public outcry before the said Court-house door of the said County of Madison the foregoing described land, to the highest bidder for Cash, and shall make a deed to the Vendee; and out of the proceeds of said sale, he shall first pay the expenses of the execution of the said trust, and next the amount due and unpaid to the said party of the third part or his legal representatives, and the balance if any there be, he is to pay over to the said party of the first, or their legal representatives. And the parties hereinabove set their hands and seals the day and year first above written.

R. E. Lawhorn *Seal*
E. P. Lawhorn *Seal*

State of Mississippi } February 16th A.D. 1874.

Madison County } Personally appeared before me a Justice
of the Peace, in and for said county and State R. E. Lawhorne
& wife, who signed their hands and seals to the above obligation
and C. S. Lawhorne the wife of R. E. Lawhorne of her own will
apart from her husband signed her hand and seal to the
above obligation L. Williams. J. P.

W. M. Leggitt

✓ To Trust Deed } Filed for Record January 5th 1875 at 10 a.m.
Benedict J. Stevens) Recorded January 13th 1875.

This Deed of Trust executed this 29th day of December 1874, by and between W. M. Leggitt, party of the first part, Elizabeth Cobb, party of the second part and Benedict J. Stevens party of the third part. Witnesseth - That for and in consideration of the sum of Two hundred and fifty dollars and the interest to accrue thereon at the rate of twenty per cent per annum, the said party of the first part has this day bargained, and sold, and do by these presents bargain and sell, convey and deliver to Benedict J. Stevens the following real estate located in the County of Madison and State of Mississippi, known as the Wm. M. Leggitt place, containing 160 acres, being the 160 acres with the dwelling house & improvements thereon, now occupied and owned by the said Wm. M. Leggitt, and a part of the tract of land purchased by him from Sallie T. Winter by quit claim deed, known as Talladay Place, and believed to be described as follows, viz: - West half, South-east quarter, Section Twenty-six and West half, North-east quarter, Section Thirty-five. And it is expressly understood and agreed that if the technical description should be inaccurate in any particulars, the above general description shall govern being the Talladay tract, except what was sold to his brother, Wallace Leggitt - 80 acres to Tucker and 80 acres to Eliza Moore. To have and to hold unto the said Benedict J. Stevens his heirs and successors in office. And the said W. M. Montgomery Leggitt conveys that the above title is good in law and equity and that the same is free and clear of any and all encumbrances. The condition of the above sale is as follows that whereas the above named W. M. Leggitt is fully indebted to Elizabeth Cobb in the sum of Two hundred and Fifty dollars, as evidenced by his promissory note of even date herewith

Wm. M. Leggitt
1874

Wm. M. Leggitt
1874

Wm. M. Leggitt
1874

due and payable January 1st 1846, and is anxious to secure the same. Now Therefore of the said Leggett shall well and truly pay the said note at its maturity with all accrued interest then this obligation to be null and void, but if not paid at maturity, then the said Lummis or his successor shall take immediate possession of said land, and sell the same to the highest bidder for cash at public outcry before the door of the Court House in Canton after posting notice on said door for ten days, and out of the proceeds of sale to pay first all costs and commissions of Trustee in executing this trust, then the said note with all interest, and third to pay over any balance to the said party of the first part. It is expressly agreed that if the said Lummis, from death or any other cause shall fail or neglect to execute this trust, then the said Elizabeth Cobb shall appoint a trustee & that said trustee, when so appointed, shall have all the powers herein conferred on the said Lummis. Witness our hands and seals this 29th day of Decr 1844.

W. M. Leggett *Seal*

Bettie Leggett *Seal*
 State of Mississippi }
 Madison County } Personally appeared before me, C. S. Jeffrey
 Clerk of the Chancery Court of said County the witness named
 W. M. Leggett and Bettie Leggett his wife, who severally
 acknowledged that they signed, sealed and delivered the fore-
 going and annexed deed as their own act and deed.
 And the said Bettie Leggett upon a private examination
 by me made, separate and apart from her said husband,
 acknowledged that she signed, sealed, and delivered the same
 as her own voluntary act and deed freely without any fear
 threats or compulsion of her said husband W. M. Leggett.
 Given under my hand and seal of said Court, this 2nd day
 of January A.D. 1845. C. S. Jeffrey Clerk.

Seal By H. R. C. Banwell, Jr.

<u>Collins C. Peacock</u>	<u>To record</u>	<u>For Deed of Trust</u>	Filed for Record January 8 th 1845 at 3 P.M.
<u>J. A. Reid Trustee</u>			Recorded January 14 th 1845
<u>To secure</u>	<u>George Harvey</u> Know all men by these Presents, that this In- denture made and entered into this January 8 th 1845 between Collins C. Peacock party of the first part and J. A. Reid party of the second part and George Harvey party of third part is to witness; That for and in consideration of the sum of one hundred dollars this day paid by the party of second part to the said		

I hereby acknowledge & declare that I have read & understood the contents of this instrument & do subscribe my name thereto.

party of first part the receipt of which is hereby acknowledged
 said party of first part doth by these presents bargain, sell
 alien and convey unto the said party of the second part the
 following described lot or parcels of ground situated in the
 County of Madison, State of Mississippi in the City of Canton
 and more particularly described as follows, to wit: + South-half
 of lot No 2 in square No 4 and the North-half of lot No 3 square
 No 4 according to the plat of said city of Canton said lots
 fronting on 75 feet on West side of the Public Square in said
 City and running back west 200 feet and upon which the
 Peace Hotel buildings now stand together with all the building
 appurtenances, and houses thereunto belonging, also lot No 5
 square No 4 fronting on Peace street one hundred feet and
 running back 200 feet together with the Dillery Stable and
 all the appurtenances thereunto belonging, + also 145 feet fronting
 on Peace Street and running back 258 feet to Franklin
 Street and fronting on Franklin Street 153 feet thence along
 line of Rail Road track to Peace Street known as the lower
 Peace Hotel together with all the buildings and appurtenances
 thereunto belonging + also lot situated at the corner of Union
 and Academy Streets and fronting on Union Street 100 feet
 and running back east 200 feet with all the appurtenances
 thereunto belonging and the said party of first part hereby conveys
 his undivided one third interest in and to the above described
 property to said party of second part and hereby warrants and
 forever defends the title to the same against the claim or
 claims of any and all persons whomsoever. But this Deed in
 trust is made upon the following conditions and terms other
 to wit, that whereas the said first party is justly indebted
 to said ^{third} party in the sum of thirteen hundred and fifty dollars
 as evidenced by promissory note bearing date with these
 presents, made payable to party of third part on 1st day of January
 18⁷⁶, and whereas said first party is anxious to secure the
 prompt payment of said note of maturity. Now if, when said
 note in the hands of any bona fide holder for value is due
 and payable the same shall not be paid, then the said J. A. Reid
 (or his successor) in the event of his failure or refusal from any
 cause to act, then any one whom said third party may co-
 gress to act shall post a written notice of the time and
 place of sale of said property in front of the Court house door
 of Madison County Miss. 30 days before said day of sale

This Deed in trust delivered in full
this 5th day of Jan'y 1876

and when said time shall have arrived shall sell said property before said Court-house door to the highest bidder for cash at public vendue and from the proceeds of said sale shall pay said note with interest at the rate of 3 per cent per month after maturity and the costs of this deed in trust and pay the remainder if any there be to the party of the first part. But if said note is paid at maturity the party of third part shall enter satisfaction on the Book of records. In testimony whereof the said party of first part has hereunto set his hand and seal on the day and year above written.

Collins Pearce Seal

The State of Mississippi. This day personally appeared before Madison County } the undersigned, Clerk of the Chancery Court of said County Collins B. Pearce who acknowledged that he executed, signed, sealed and delivered the above deed on the day and year aforesaid, and for the purposes therein mentioned as his act and deed given under my hand and seal of office at Leland, this 8th day of January A.D. 1845.

C. L. Jeffrey Clerk
Seal

By H. P. C. Brewell Jr.

A H Maynor

Plt. Deed of Trust

P. B. Moore
Trustee
Robinson & Stevens.

Filed for Record January 7th A.D. 1845 at 2 P.M.

Recorded January 14th 1845.

This Deed of Trust, made this first day of January A.D. 1845, witnesseth. That whereas A H Maynor, party of the first part, is indebted to Robinson and Stevens, party of the second part, in the sum of Fifteen hundred dollars, on a certain promissory note of even date, and whereas said party of the first part, expects said Robinson and Stevens to advance him money supplies and merchandise during the year 1845, and whereas said party agreed to secure the payment of said sum to the amount of Fifteen hundred dollars as also any amount that may be advanced as aforesaid. That the party of the first part in consideration of the premises as well as for ten dollars to him in hand paid by P. B. Moore, Trustee, does hereby bargain sell and convey to said Trustee the property being in Madison County, Mississippi and described as follows ① Bay Horse ② Gray horse, ③ Bay horse mule ④ Bay mare mule ⑤ wagons ⑥ Yoke of Oxen ⑦ Ruggy and Harness and the entire crops of Cotton, Corn, fodder, peas and potatoes raised by the said A H Maynor during year 1845, the title to which ends said Trustee

or any successor, he warrants and agrees forever to defend, in trust however, that if said party shall, on or before the first day of November 1845, pay what may be due paid Robinson and Stevens as aforesaid, and all costs incurred on account of this Deed, then this Deed to be void; but if default is made in said payment the Trustee shall take possession of said property, and having given ten days notice of the time place and terms of sale, by posting notices at three different public places in the County of Madison (or by advertising same in a newspaper) sell said property, or a sufficiency thereof to make paid payments, for cash, at public auction at Jackson, Miss. County. And paid Robinson and Stevens or their legal representatives, can, at any time he may desire, appoint a Trustee in place of said Moore, or any succeeding Trustee and should the Trustee at any time believe said property or any part thereof undamaged as a security for paid payments, he shall take the same into his possession and hold, till paid payments are made, or till said property is sold as aforesaid, but until demanded by the Trustee for either the purpose as aforesaid, or said party of the first part can hold the same in testimony whereof said A. H. Maynor has hereunto set his hand and seal, having first duly stamped the same.

A. H. Maynor *[Seal]*

The State of Mississippi } Before the undersigned, a Justice of
Madison County } the People, personally appeared A. H.
Maynor of said county and acknowledged that he signed,
sealed and delivered the foregoing Deed, on the day and year
therein mentioned as his act and deed. Given under my hand
and seal, this 4th day of January AD 1845.

David C. Liggette, J.P. *[Seal]*

Peter Kavanaugh)

To } <u>Deed</u>	Filed for Record, January 4 th 1845 at 2 P.M.
W ^m Rosanna Potts	Recorded January 14 th 1845.

This deed made and entered into this the
fourteenth day of January one thousand eight hundred and
eighty five (1845) by and between Peter Kavanaugh of the first
part and Mrs Rosanna Potts of the second part all of the County
of Madison and State of Mississippi. It witnesseth. That for and in
consideration of the sum of three thousand dollars each in
hand paid the receipt whereof is hereby acknowledged, have
bargained, sold and conveyed and by these presents do hereby
grant, bargain, sell, alien and convey to the Rosanna Potts

his heirs forever, a certain lot or parcel of land in the City of Canton, County and State aforesaid, and described and known as Lot No (3) by the survey and plat made by C. A. Ford engineer, and more minutely described as situated on the West side of the St O Rail-road and on the North side Peace Street bounded as follows Beginning on Peace Street at the South-west corner of lot Not belonging to Virden, thence running west on Peace Street one hundred and twenty feet to a stake, thence running North two hundred and fifty eight feet to a stake on Franklin Street, thence East to the North-west corner of Borden's lot, thence with the West boundary of Virden's lot to the beginning, to have and to hold said lot of ground with all and singular the appurtenances and buildings thereto belonging; and the said party of the first part do covenant with the said Mrs Rosanna Potts party of the second part that he will warrant and forever defend the title to the said party of the second part his heirs, executors, and administrators, from and against the rights, title or claim of himself, his heirs, executors, administrators or any and all persons whatsoever In testimony whereof I have this day and date above written signed with my name and sealed with my seal this instrument.

The underlination of the word "feet," Peter Kavanaugh, ^{Executed} on the 28th line on 1st page, and the word "lot", on 2nd line of 2nd page and the word "her" on 9th line of 2nd page were made before the signing and sealing of these presents. (C. S. Jeffrey, Clerk).

The State of Mississippi } This day personally appeared before the
 Madison County } undersigned, Clerk of the Chancery Court of
 said County, Peter Kavanaugh, who acknowledged that he ^{executed} signed,
 sealed and delivered the above Deed on the day and year aforesaid,
 and for the purpose herein mentioned as his act and deed.
 Given under my hand and seal of office at Canton, this 4th
 day of January AD 1845.

Seal C. S. Jeffrey Clerk

<u>S. H. H. Toles</u>	}
To <u>Mortgage</u>	
<u>R. M. Caldwell</u>	Filed for Record January 9 th 1845 at 12 m ^m
	Recorded January 14 th 1845

This Mortgage made and entered into this 9th day of January AD 1845, by and between S. H. H. Toles of the first part and Robt M. Caldwell, party of the second part for and in consideration of one hundred and fifty dollars to be paid

by the party of the first part on or before the 1st day of Sept^r. AD 1845, at the Auditor's office in the city of Jackson, State of Mississippi from the proceeds due the party of the first part as Assessor of Madison County for the year 1845 and for the same the party of the second part do sell and convey to the party of the first part one top Buggy and Harness which said Buggy and Harness the party of the second part holds as security also the open Buggy now in possession of the party of the first part. Now if the party of the first part doth faithfully perform his obligation as here agreed as in this contract also as in a note made and signed and now in the possession of the party of the second part this obligation shall be null and void other wise to be in full force in testimony I sign my hand and seal this 9th day of January AD 1845.

The State of Mississippi) S. H. H. Toler *Seal.*

Madison County: } This day personally appeared before the undersigned Clerk of the Chancery Court of said County, S. H. H. Toler, who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes herein mentioned as his act and deed. Given under my hand and seal of office, at Canton, this 9th day of January AD 1845.

C. S. Jeffreys. Clerk

By G. R. C. Brewell. O.C.

Mrs Rosanna Potts)
and Peter Kavanaugh) Files for Record Jan 9th 1845 at 5 P.M.
 To } Deed of Trust Recorded January 14th 1845.
James A Reid) This Deed in Trust made and executed this
2 secno trustee) 9th day of January AD 1845 by and between
George Harvey) Mrs Rosanna Potts and Peter Kavanaugh parties of the first part and
 J A Reid party of the second part and George Harvey party of
 third part all of the County of Madison, State of Mississippi
 Whereas That for and in consideration of the sum of ten
 dollars in hand paid by the party of second part to said
 parties of the first part the receipt of which is hereby ac-
 knowledged, the said parties of the first part have this day hor-
 fanned sold, aliened and conveyed and doth by these presents con-
 grant, sell, alien and convey unto the said party of second part
 the following described property situated in the city of Canton
 County and State aforesaid, vizt that lot or parcel of ground
 lying West of the Rail road and known as lot No 3 by the
 surveyor plot made by C. A. Ford, engineer and commencing

on the West side of lot not belonging to Virden whence west fronting on Peace Street one hundred and twenty feet to a stake thence North two hundred and fifty eight feet to a stake on Franklin Street whence east fronting on Franklin Street one hundred and twenty feet to the corner of the Virden lot, whence south two hundred and fifty eight feet to the beginning it being the same property purchased by Peter Kavanaugh from D. Mr. Fulton, together with all the appurtenances, houses and improvements of every description. To have and to hold the above described property free from the right, title, and claim of any and all persons whomsoever and the said parties of the first part hereby covenant and agree with the said party of second part to forever warrant and defend the title to the above property. But this conveyance is made upon the following trust and condition, that whereas the said parties of the first part are justly indebted to said party of the third part in the sum of six hundred and sixty one ⁸² two dollars as evidenced by promissory note bearing even date with these presents made payable on the first day of May 1875 and whereas the said parties of the first part are desirous to secure the prompt payment of said sum of money at the maturity thereof, and if the said sum of six hundred and sixty one ⁸² two dollars is not paid at maturity as above stipulated the said party of second part is hereby authorized and empowered to advertise the above described property for sale in front of the court-house door by posted advertisement of the time and place of sale for 30 days before the day of sale and at the day appointed to sell the same in front of the Court-house door for cash and from the proceeds of said sale pay to the said party of third part the whole of said note together with 20 per cent interest from maturity and the costs and charges of this deed in Trust and if any remain pay the balance to said parties of first part said property to be sold to the highest bidder or bidders at public outcry for cash. But if said money is paid promptly at maturity then this deed in trust to be void and of no effect, and said party of third part is hereby empowered to appoint any other person as Trustee herein in the event of the failure or refusal of said Trustee to act from any cause and the aforesaid

and doings of said person shall be as valid and binding
as if done by said J. A. Reid. In testimony whereof the said
parties of the first part have hereunto set their hands and seals
on the day and year above written.

Rosanna Potts.

Seal

mark

Peter Kavanaugh

Seal

The State of Mississippi

Madison County } This day personally appeared before
the undersigned, Clerk of the Chancery Court of said County,
Mrs Rosanna Potts and Peter Kavanaugh who acknowledged that
they executed, signed, sealed and delivered the above Deed
on the day and year aforesaid, and for the purposes herein
intended as their act and deed given under my hand
and seal of office at Canton, this 9th day of January AD 1875

C. S. Jeffrey. Clerk

Seal

By H. R. Brewell, D.C.

J. A. Turb and }
Mrs W. Yeargain } Filed for Record Jan 11th 1875 at 9 a.m.
To } Deed in Trust } Recorded January 14th 1875
B. J. Semmes } I know all now by these Presents. That this In-
dorsement made and entered into this the _____ day of January
AD 1875 by and between John W. Yeargain and James A. Turb
of the first part and B. J. Semmes of the second part and
Henry S. Foote Jr. of the third part is to witness. That for and
in consideration of the sum one hundred dollars this day paid
paid first by said second party, said first parties do by these
presents bargain, sell, alien and convey unto said second party
the following described personal property lying and being in
the City of Canton, County of Madison and State of Mississippi
and more fully described as follows. All the household utensils
and dining room furniture and fixtures of the hotel now
being run by the said first parties called the Pearce House
in the City of Canton, comprising parlor, dining room, bed-
room furniture, crockery ware &c in short everything in the
nature of furniture and fixtures that they the said first
parties, now have in said hotel or they may hereafter bring
and place there to have and hold the same unto him the
said second party and his heirs forever. But the said first
parties may remain in possession of said property until
the forfeiture of this deed in trust or until said property is
taken possession of by said second party or may be sold
under this deed in trust. But the condition of this deed

in trust is that the said first parties have borrowed the sum of five hundred and sixty eight dollars and twenty cents from the said third party and have ^{made} executed and delivered to him their certain promissory note in writing of even date with these presents payable one year after date now of the said first parties shall pay said note when due in the hands of any bona fide holder principal and interest then this deed to be null and void, - but if the same be not so paid then the said trustee B. J. Remond or in the event of his failure to act then anyone the holder of said note may request to act shall take possession said personal property shall post a written notice of the time and place for the sale of said property on the Court House door of Madison County and ten days before the day of sale shall have arrived, shall sell said property on the hotel premises or elsewhere as he may elect at auction to the highest bidder for cash, and from the proceeds shall pay said note in full and all costs of trustee for selling and if any money remains shall pay it to the said first parties

J. A. Turk *Seal*

The State of Mississippi } from Yeargarn *Seal*
Madison County }

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County, J. A. Turk and James W. Yeargarn who acknowledged that they executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purpose therein mentioned as their act and deed, given under my hand and seal of office, at Canton, this 9th day of January A.D. 1875.

C. S. Jeffrey, Clerk

By H. R. C. Remond St.

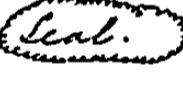
George J. Helms Comt. Filed for Record Jan 9th 1875 at 12 M.

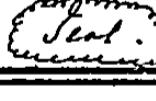
To Decd Recorded Jan 15th 1875

In B. Cunningham This Indenture made this fourth day of January 1875, between George J. Helms, Commissioner as hereinafter named of the first part, and H. B. Cunningham of the second part, Wheresoever in pursuance of a decree of the Chancery Court of the State of Mississippi for the County of Madison rendered on the day of October last 1870, in the case of A. D. Tadler et al. vs. P. A. Lang et al; the party of the first part hath this day sold to the highest bidder for the sum of five hundred and thirty two dollars and twenty-five cents the following tract or parcel of land

situated in said County, to-wit, the East-half of section Twenty
 seven less five acres out of the South-West corner of said East-half
 of section, twenty-seven, and North-half of 6 $\frac{1}{2}$ of the South-west
 quarter of same section; and five acres, more or less, out of N.E.
 corner of S $\frac{1}{4}$ of 6 $\frac{1}{2}$ of 1 $\frac{1}{4}$ of section thirty-four, all in Town-
 ship 8 Range two East and whereas the said party of the second
 part, became the purchaser of said above described lands, & hath
 paid therefor in Cash the sum of two hundred and fifty six
 dollars and twelve cents and one half cent, & hath executed to
 said party of the first part his note, with R. J. Ross, security,
 for the like sum of two hundred and fifty six dollars
 and twelve and one half cents, payable twelve months after
 the date hereof. Now, Therefore, the said party of the first part
 in consideration of the premises, hath sold and conveyed
 and by these presents doth sell and convey to the said
 party of the second part, all and singular the lands and
 premises herein before mentioned & described, to have and to
 hold the same unto the said party of the second part his
 heirs and assigns forever in testimony whereof said party
 of the first part hath hereunto set his hand and seal the
 day and year first herein written.

The State of Mississippi)

G. J. Hulme 

Hudson County } This day personally appeared before me
 undersigned, Clerk of the Chancery Court of said County, G. J.
 Hulme, who acknowledged that he executed, signed, sealed and
 delivered the above Deed on the day and year aforesaid, and
 for the purpose therein mentioned as his act and deed. Given
 under my hand and seal of Office, at Canton, this 4th day of
 January A.D. 1845.  L. S. Jeffrey Clerk.

Frederick & Mathew Semmes

To Deed of Trust

} Filed for Record Jan 11th 1845 at 4 P.M.

H. P. Foote Esq Trustee

} Recorded January 15th 1845.

To secure B. J. Semmes

} This Deed of Trust. Whereas, Matthew Semmes is indebted to B. J. Semmes in the sum of one hundred dollars for advances to be made, with interest at 10 per cent, one hundred dollars for past advances, due Jan 1st 1845, and two hundred dollars for rent of 1845, and whereas Frederick Semmes is indebted to B. J. Semmes one hundred dollars for advances to be made, and two hundred dollars for rent of 1845, all above indebtedness due October 1st 1845. Now therefore the said Fred and Matthew Semmes sell to H. P. Foote

all their crops of every nature, and used to be grown on said Place in the year 1854 to pay said indebtedness each crop to be indebted for its own liabilities, and the said Matthew further sells and assigns his female slave Molly and male slave Jerry to secure his above indebtedness and only his indebtedness know if they and each of them shall pay their respective indebtedness, then this Deed of Trust shall be void, But if they or either of them shall fail to pay their respective indebtedness, then H. S. Foster shall take possession of said property & sell same for cash before court house door at public outcry & out of proceeds to pay all costs & indebtedness due respectively on each crop, if said Foster shall fail from death or any other cause to execute this trust, then said Lennins shall appoint his successor for said purpose to party of the property herein named, to wit, Lowney Place, shall be sub-let without consent of said Lennins and all crops raised on any sub-let land shall first and foremost be responsible for the indebtedness herein secured - said indebtedness to have first been over all other rent or wages for hire to laborers or for any and all other indebtedness.

Witness our hands and seals this 11th day of Jan 1875

Fred K. Lennins ^{Seal}
Matthew K. Lennins ^{Seal}

The State of Mississippi,

Madison County } This day personally appeared before the undersigned Clerk of the Chancery Court of said County, Fred Lennins and Matthew Lennins who acknowledged that they executed, signed, sealed and delivered, the above Deed on the day and year aforesaid and for the purposes therein mentioned as their act and deed Given under my hand and seal of office at Canton, this 11th day of January AD 1875

E. S. Jeffrey Clerk
By H. R. C. Beinwell, St

A. Harpe & wife

P.C. Deed

C.B. Block & Co.

Filed for Record Jan 12th 1875 at 2 P.M.

Recorded January 15th 1875

This Indenture made and executed this 5th day of January AD 1875, by and between Ansel Harpe and Agate Harpe his wife of the City of Canton, County of Madison and State of Mississippi, party of the first part, and Charles B. Block and Joseph Mayer, comprising the firm of C.B. Block & Co, merchants trading and doing business in the City

of New Orleans, State of Louisiana, parties of the second part.
 Witnesseth. That for and in consideration of the sum of
 \$1650⁰⁰ dollars we have paid, the receipt whereof is hereby ac-
 knowledged, the said party of the first part has bargained and
 sold, and does by this indenture bargain and sell, to transfer
 convey and deliver to the said C.B. Block &c. the following
 real estate, located in the County of Madison and State of
 Mississippi and more particularly described as follows; viz:
 The North-half of the East-half of the South-west quarter, of Section
 14, and the South-half of the East-half of the North-west quarter
 of Section twenty-three, all in Township 10, Range two East; To have
 and hold unto the said C.B. Block &c. their heirs, executors,
 administrators and assigns. And the said A. Karpe, for himself
 his heirs, executors and administrators, contract and covenant
 with the said C.B. Block &c. and each member of said firm
 and their heirs, executors, administrators and assigns, that
 the title to said above conveyed property is good in law &
 equity, and that the same is free and clear of any and
 all encumbrances whatsoever, and that he will warrant the
 same against all claims and encumbrances whatsoever,
 In testimony whereof, we have hereunto signed our names
 and affixed our seals the day and year first above written

A. Karpe.

Seal

Agate Karpe

Seal

State of Mississippi)

Madison County } Personally appeared before me, L. S. Jeffrey,
 Clerk of the Chancery Court of said County, the within named
 Anchel Karpe and Agate Karpe his wife, who severally acknowledged
 that they signed, sealed, and delivered the foregoing and annexed
 deed as their own act and deed. And the said Agate Karpe
 upon a private examination by me made, separate and apart
 from her said husband, acknowledged that she signed, sealed
 and delivered the same as her own voluntary, act and deed &
 freely without any fear, threats or compulsion of her husband
 A. Karpe. Given under my hand and seal of said Court, this
 5th day of January AD 1875. L. S. Jeffrey Clerk

Seal
Recd

By J. R. C. Beauford, D.C.

Willis Jones

To } Deed of Trust

R. B. Battle Trustee

Forcuse Robinson Stevens

} Filed for Record Jan 12th at 9am. 1875.

Recorded January 15th 1875.

This Deed of Trust made this 11th day of January
 AD 1875, witnesseth. That whereas Willis Jones party of the first part

is indebted to Robinson and Stevens to the sum of Seventy-five Dollars, cash this day loaned, and whereas said party of first part expects paid Robinson and Stevens to advance Three Hundred Dollars money, supplies and merchandise during the year 1875, and whereas, said party agreed to receive the payment of said sum, as also any amount that may be advanced as aforesaid. That the party of the first part, in consideration of the premises, as well as for ten dollars to sum paid by R. B. Battle Trustee, does hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows: (1) One black mare mule (Puff) & (1) One Four Horse Waggon, all crops of Cotton & Corn and other agricultural products as crops of 1875, all farming implements, the tools to which belong said Trustee or any successor, warrants and agrees forever to defend, in trust, however, that if said party shall on or before the 1st day of November 1875, pay what may be due paid Robinson & Stevens as aforesaid and all costs incurred on account of this deed, then this deed to be void, but if default is made in said payments, the Trustee shall take possession of said property, and having given 10 days notice of the time, place and terms of sale by posting in three conspicuous places in said County sell said property at a sufficient thereof to make said payments, for cash, at public auction, at Court House door, Jackson Miss. And said Robinson & Stevens or their legal representatives can, at any time, they may desire, appoint a trustee in the place of R. B. Battle or any succeeding trustee. And should the Trustee at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid; but such demanded by the Trustee for either of the purposes as aforesaid, said party of first part can hold the same in testimony whereof, said Willis Jones has hereunto set his hand and seal on the date above written.

Witness for A. Kander.

Willis ^{his} Jones
mark

The State of Mississippi} This day personally appeared before me,

Hinds County } The undersigned, Chancery Clerk in and
for Hinds County, Willis Jones and acknowledged that he
signed, sealed and delivered the foregoing Deed of Trust at
the time herein named, as his act and deed. Witness my

hand and seal of office this 11th day of January A.D. 1875.

Seal

Murray Peyton, Chancery Clerk

By Atq. Murr. D.C.

James H. Mitchell

To J. Mortgage

by W. G. Sandmeyer

Filed for Record Jan^t 12th 1875 at 11 am.

Recorded January 15th 1875.

I know all men by these presents that I, James H. Mitchell, of Madison County, Mississippi have law
gained, sold and conveyed and by these presents do bargains,
sell and convey to W. G. Sandmeyer of said County the follow-
ing tract or parcel of land being and lying in said
County, to wit, the North-west quarter of Section twenty-eight
Township twelve range five East to have and to hold the
same unto him the said W. G. Sandmeyer, his heirs and
assigns forever; but nevertheless this conveyance is made
upon the consideration and condition following that is
to pay, whereas the said James H. Mitchell is indebted to
said W. G. Sandmeyer in the sum of one hundred and
eighty nine dollars and fifty cents, payable the first day
of January 1876, & bearing interest after maturity if not
then paid at the rate of twenty five per centum per
annum, which indebtedness is evidenced by the promissory
note of said James H. Mitchell bearing same date with these
presents, and whereas said Mitchell is willing to receive said
Sandmeyer in the payment of said sum of money & interest
according to the tenor of said note; Now if the said Mitchell
shall well and truly pay to said Sandmeyer the said sum
of money and interest according to the tenor of the note
aforesaid, then this conveyance shall be void and of no
effect but if said Mitchell shall fail to pay to said Sand-
meyer, said sum of money and interest according to the
tenor and effect of said note, then and in that case, it
shall be lawful for and the said Sandmeyer is hereby au-
thorized and empowered to sell said land, or so much thereof
as may be necessary at public outcry to the highest bidder
for cash and out of the proceeds of such sale to pay to him-
self the amount that may then be due and unpaid on
said note, inclusive of interest as aforesaid, and the balance
if any be shall pay over to the said James H. Mitchell
or to his heirs or legal representatives if said Mitchell should
not then be alive; but before any such sale shall be made

CHANCERY
CLERK'S
OFFICE
MS.
1875

the said Surveyor shall give notice of the time, place & terms of such sale, by advertisement set up at Leland
and at Kirkwood in said County, and also on the premises
hereby conveyed, which advertisement shall be so set up for
at least fifteen days prior to the day appointed therefor
for such sale, & such sale shall not be made sooner than
eleven o'clock A.M. nor after four o'clock P.M. on the day
appointed therefor. Witness my hand & seal this 12th day of
January AD 1845 J. H. Mitchell Seal

The State of Mississippi. This day personally appeared before
Madison County } the undersigned, Clerk of the Chancery
Court of said County, James H. Mitchell who acknowledged
that he executed, signed, sealed and delivered the above Deed
on the day and year aforesaid and for the purposes therein
mention, as his act and deed given under my hand and
seal of office, at Canton, this 12th day of January AD 1845

Seal E. S. Jeffrey Clerk

By H. R. C. Bennett. Esq.

Jack Fitch, Hall Fifes and Reason Boyd

To Deed of Trust Filed for Record Jan 8th 1875 at 3 P.M.
John Whelaw Trustee Recorded January 15th 1875
To secure John R. Hargan This Deed of Trust made and entered
into the 8th day of January AD 1875, between Jack Fitch, Hall
Fifes and Reason Boyd, John R. Hargan, and John Whelaw, Wt-
ness. That Jack Fitch is now indebted to the said Hargan in
the sum of ~~sixty~~ ⁵⁰ ~~even~~ ¹⁰⁰ dollars and said Hargan has agreed
to advance to him during the present year the sum of fifty dol-
lars to enable him to make a crop this year and Reason
Boyd is now due said Hargan the sum of one hundred
sixty three ⁶⁵ ~~two~~ dollars and said Hargan has agreed to advance
to paid Boyd the sum of one hundred dollars to enable
him to make a crop this year and said Fifes is now due
said Hargan the sum of one hundred forty six ⁹⁴ ~~one~~ ¹⁰⁰ dollars
and said Hargan agrees to advance to him the further
sum of fifty dollars to enable him to make a crop this
year and the said Boyd, Fifes and Fitch being willing to
secure the said Hargan in the prompt payment of the above
debts due by them respectively have this day bargained, sold
and delivered to the said Whelaw the entire crop of corn
cotton, potatoes, fodder, peas & to be grown by them the
present year together with all the stock of mules, horses, cows,

to owned by them and they hereby alien, transfer and convey
to the said Whelaw all their right, interest and claim in and to
the lands on which they now reside known as the Joe Mitchell
lands lying in Madison County Miss. but this deed is made in
trust to secure the above debt and if promptly paid by the
first day of Nov next then this deed is void but if unpaid
at that date it shall be the duty of the said Whelaw to take
possession of all the property hereby conveyed and sell the
same to the highest bidder for cash in front of the Court
house after giving ten days written notice of the time
and place of said sale and apply the money arising
from said sale to the payment of the above debt due by
the parties respectively. It is further agreed that if the
said Whelaw should fail from any cause to execute
this trust that said Hargow may appoint another
person to carry out the provisions of this deed. In testi-
mony of which this deed is signed, sealed and delivered
the day and year aforesaid.

Test

J. W. Downs.

Reason X Boyd

Seal

Jack X Fitch

Seal

Hall X Fifer

Seal

The State of Mississippi } This day personally appeared before
 Madison County } the undersigned, Clerk of the Chancery
 Court of said County, Reason Boyd, Jack Fitch and Hall Fifer who
 acknowledged that they executed, signed, sealed and delivered
 the above Deed on the day and year aforesaid, and for the pur-
 poses hereinafter mentioned as their act and deed. Given under
 my hand and seal of office, at Canton this 8th day of Jan-
 uary AD 1845. Seal. T. I. Jeffrey Clerk
 By H. R. C. Bennett. D.C.

V

Silas Williams
 To } Deed of Trust
 Jno. Whelaw }

Filed for Record Jan 12th 1845 at 3 P.M.Recorded January 15th 1845.

This deed of trust executed this the 12th
 day of Jan'y ad 1845 between Silas Williams, John R. Hargow,
 and John Whelaw, witnesses that the said Silas Williams
 is indebted to the said Hargow in the sum of four hundred
 and thirty seven & ³⁵/₁₀₀ dollars for supplies for his plantation in
 Madison Consisting misspelled and to be furnished during
 the present year to enable him to make a crop as evidenced
 by his promissory note of even date with this deed and
 the said Williams being anxious to secure the said Hargow

in the prompt payment of said debt when the same falls due on the 15th day of Oct^r next has on the day of the date hereof, bargained, sold, aliened and conveyed to the said Whelan all his right, title, interest and claim in and to the lands on which the said Williams now resides in said County purchased from Joseph Meek & wife together with the entire crop of cotton, cotton seed, corn, fodder, peas & potatoes to be grown by the said Silas Williams & Charles Hudson during the present year and one bay horse, one wagon, and if said debt should be paid at maturity then this deed is to be void, but should the same remain unpaid after maturity, then it is made the duty of the said Whelan to sell the property herein conveyed in front of the Court house in Canton after advertising for ten days when ever the said Hargow may so order but said Hargow here agrees and promises to carry over any reasonable balance that may remain unpaid after making a liberal payment on the debt herein secured and to furnish additional supplies and aid for 1846. It is further understood that the crop as fast as it is gathered is to be prepared for market and as fast as sold the proceeds are to be applied to the payment of the above debt. It is further agreed that in the event of the death of the Trustee herein appointed or his failure from any cause to act that the said Hargow may appoint some other person in writing to execute the purposes of this trust whose acts when done shall be as valid and good in law as if done by the said Whelan in person. In testimony of which this deed is this day signed sealed and delivered Silas X Williams.
mark Seal.
Tenth J W Downs.

The State of Mississippi } This day personally appeared before the
 Madison County } undersigned Clerk of the Chancery Court
 of said County, Silas Williams, who acknowledged that he
 executed, signed and delivered the above Deed on the
 day and year aforesaid, and for the purposes herein
 mentioned, as his act and deed given under my hand
 and seal of office at Canton, this 12th day of January A.D. 1875.

Seal. E. S. Jeffrey, Clerk.

By H. B. C. Enclosed D.C.

O. R. Singleton

To; Deed of Conveyance) Filed for Record January 14th at 5 P.M. 1875
Eliza J. Singleton) Recorded January 16th 1875.

This Indenture made and entered into this 13th day of January 1875 by and between O. R. Singleton of the first part and Eliza J. Singleton of the second part all of the County of Madison and State of Miss. Witnesseth. That for and in consideration of the mutual love and affection which the said O. R. Singleton bears to the said Eliza J. Singleton, his wife and for the further consideration of ten dollars in money, paid by her to him in hand, the receipt whereof is hereby acknowledged, the said O. R. Singleton hath given, bargained, conveyed and sold, and by these presents doth, give, bargain, convey and sell in said Eliza J. Singleton the following described real estate lying and being in said County of Madison and State of Miss. (viz) The S $\frac{1}{2}$ of N. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ and E. $\frac{1}{2}$ of N.W. $\frac{1}{4}$ of Sec. 22. and E. $\frac{1}{2}$ of S.W. $\frac{1}{4}$ and N. $\frac{1}{2}$ of W. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of Sect. 15 all in T. 9 Range 3 East, containing 240 acres more or less. To have and to hold unto the said Eliza J. Singleton, her heirs, executors or devisees in fee simple forever. And the said O. R. Singleton hereby binds himself his heirs and legal representatives to defend the title to said land to said Eliza J. Singleton against the claims or claims of all persons whatsoever. And furthermore in consideration of said mutual love and affection, and the said ten dollars paid as aforesaid the said O. R. Singleton doth hereby assign, transfer and set over to said Eliza J. Singleton four several notes, for four hundred dollars each, made by David Galared and payable to said O. R. Singleton, dated Oct^o 5th 1874 and due respectively on the 1st days of Jan^o 1876, 1877, 1878 and 1879, to draw ten per cent interest after due until paid, said notes being executed in payment of the following described land in said County and State, viz, E. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of Sec. 22. T. 9 R. 3 East containing 80 acres more or less bought by said Galared from said O. R. Singleton for which only a bond for title is given when said notes and all interest thereon shall be fully paid. Should said notes not be paid as stipulated then said land is to revert and belong to said Eliza J. Singleton as the land first above described, with all the stipulations and warranties thereto annexed. Should said notes be paid to said Eliza J. Singleton at maturity or as soon thereafter as she may require, then I am to make title to said Galared as stipulated, should I be living, and should I leave

departed this life, then said title to be made by my legal representatives. In testimony whereof I have hereunto set my hand and affixed my seal the day and year first above written.
The State of Mississippi} O. R. Singleton *Seal*

Madison County } This day personally appeared before the undersigned, Clerk of the Chancery Court of said County, O. R. Singleton who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes herein mentioned, as his act and deed given under my hand and seal of office, at Canton, this 14th day of January AD 1845.

Seal

E. S. Jeffrey, Clerk

By H. P. C. Benwell, Esq.

<u>O. R. Singleton</u>	{
To } <u>Deed of Conveyance</u>	
<u>Kate C. Smith</u>	Recorded January 16 th 1845.

This Indenture made and entered into this 13th day of January AD 1845, by and between O. R. Singleton of the County of Madison and State of Miss. of the first part and Kate C. Smith of the City of Boston, State of Massachusetts of the second part. Witnesseth. That for and in consideration of the natural love and affection which the party of the first part bears to the party of the second part and for the further consideration of ten dollars to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged the party of the first part doth hereby give, grant, bargain, alien and convey, unto the party of the second part the following described real estate lying and being in said County of Madison, State of Miss. (viz) $\frac{1}{2}$ of $\frac{1}{4}$ of Sect 14 also 60 acres off the North end of $\frac{1}{2}$ of $\frac{1}{4}$ of Sect 13. Also $\frac{1}{4}$ of Sect 26 and $\frac{1}{2}$ of $\frac{1}{4}$ of Sect 35 all in T. 9 R. 3 East containing 380 acres more or less To have and to hold unto the party of the second part her heirs and assigns forever And the said party of the first part doth hereby bind himself, his heirs and representatives to warrant and defend the title to the above granted premises to the party of the second part against the claims or claims of all parties whatsoever. In testimony the party of the first part hath hereunto set his hand and affixed his seal the day and year first above written.

The State of Mississippi} O. R. Singleton *Seal*

Madison County } This day personally appeared before the undersigned, Clerk of the Chancery Court of said County,

C R. Singleton who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned as his act and deed. Given under my hand and seal of office, at Canton this 14th day of January AD 1845.

Seal.

C. S. Jeffrey Clerk

By H. R. Cissnele. SC

G. T. Stewart.
To J. L. Stewart
T. L. Stewart
To whom
Kartwell Chambers.

Deed of Trust Filed for Record Jan 13th 1845 at 9 am.

Recorded January 15th 1845

This Indenture made this the 11th day of January AD 1845, between G. T. Stewart of the County of Madison and State of Mississippi of the first part and Mr. L. Stewart of the county of Madison and State of Mississippi party of the second part and Hartwell and Chambers of the City of New Orleans, Louisiana parties of the third part. Whereas, said party of the first part is indebted to said parties of the third party in the sum of two hundred and fifty dollars evidenced by a certain promissory note with even tenor and date of their instrument due on the 1st day October AD 1845. And the said party of the first part being desirous to secure the prompt payment of said indebtedness at its maturity. Now this Indenture witnesseth: That said parties of the first part for and in consideration of the sum of ten dollars to him in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, released, conveyed and confirmed, and do by these presents, do grant, bargain, sell, release, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described personal property, situated in the County of Madison and State of Mississippi and more particularly denominated and described as follows, to-wit, my entire bar fixtures, counters, shelving, stock of Brandies, whiskies, and wines and family groceries on hand and now purchased of Hartwell and Chambers, the same being now kept in a house East of the R. Road, belonging to Mrs. M. J. Jones; also all of my rights of seat to said house East of R. Road and to more particularly locate it, will add that it is the house North of the one occupied by C. C. Montgomery, also stone and fixtures. To have and to hold the above described personal property to the only proper use, benefit and behoof of him the said party of the second part his heirs and assigns forever. And said party of the first part,

for himself, his heirs, executors and administrators, covenants with said party of the second part his heirs and assigns, that he is lawfully seized and possessed of said personal property and will forever warrant and defend the title to the same, against the claim or claims of all persons whatsoever by trust nevertheless and for the following uses, interest and purpose and none other, to-wit: Should said party of the first part fail to pay and satisfy said note at maturity, then it shall be the duty of said party of the second part at the request of said party of the third part, or either of them after giving ten days notice of the time and place of sale by posting same in three public places in said County of Madison to proceed to sell at public auction at Madison Station, for cash in hand, to the highest bidder all the above described personal property, or as sufficiency thereof to satisfy the debt and interest and the cost of executing this trust and the proceeds of sale shall first be applied to the payment of the debt and interest thereon and the cost of executing this trust and the balance, if any there be, shall be paid over to said party of the first part But should said party of the first part well and truly pay said note at maturity, then this deed to be void and of no effect otherwise to remain in full force and virtue. And it is further understood and agreed by the parties hereto, that if the said W. L. Stewart, Trustee, as aforesaid, shall from any cause become unable or unwilling to execute this Deed of Trust, then it shall be lawful for the said Hartwell and Chambers, their executors, administrators or assigns, under their hands and seals to appoint another Trustee in place of the said W. L. Stewart with full power to execute the same according to its terms and whose actions and doings in the premises, shall be as binding as if done by the said W. L. Stewart Trustee. In witness whereof which said parties of the first part and second part have hereunto set their hands and affixed their seals this day and date first above written.

P.S. The word "Part" was inserted in the 19th line on 3rd page before signing.

The State of Mississippi } G. T. Stewart. *(Seal)*
 Madison County } Personally appeared before the undersigned

a Justice of the Peace in and for said County, the above named G. T. Stewart and acknowledged that he signed, sealed & delivered

the above Deed, on the day of the date thereof, as his act and deed given under my hand and seal, this the 11th day of Jan^y 1875

C. C. Mountgomery. J.P. *(Seal)*

Catharine J. and W H. Hill)

To } Deed of Conveyance
from Catharine Wilson }

Filed for Record, Jan 13rd 1845 at 10 AM.

Recorded, January 16th 1845.

This deed of conveyance made and
subscribed executed this the 22nd Dec^r 1844 by Mrs W H. Hill of the first
part, to Jeremiah Wilson of the second part. Witnesseth: That the
said W H. Hill for and in consideration of the sum of Sixty-five
dollars cash in hand paid to her by the said Jeremiah Wilson
and his note for sixty-five dollars, due in twelve months, with 10%
interest. the said W H. Hill both bargained, sold, granted, alienated
and conveyed and do by these present grants, bargains, sell, alien
and convey unto the said Wilson all right, title, and interest
of the said W H. Hill in and to the following described lands.
viz; - $\frac{1}{6}$ of $\frac{1}{4}$ of Sect 19 T. g. R. 2 East and $\frac{1}{6}$ of Sect 28, N.E. $\frac{1}{4}$
Sect 33, T. g. R. 2 East, all in the county of Madison, State of Mis-
sissippi to have and to hold the same unto the said Wilson, his
heirs and assigns forever. And the said Mr. Hill hereby con-
vants to warrant and forever defend the title to his interest
in the above granted premises which is an undivided
one-sixth interest in the lands described above and his inter-
est only extends only to such undivided one-sixth interest against
the claims of any one all persons whatsoever claiming or to
claim the same. In testimony whereof I have this day set
my name and affixed my seal. A sum is retained for the pay-
ment of the note. Interacted before signed.

Catharine J. Hill

Seal.

State of Tennessee,

W. H. Hill.

Dadeville, County, } Personally appeared before me, James T. Bell,
Clerk of the County Court of said County the witness named
Catharine J. Hill and W H. Hill the bargainers, with whom I am
personally acquainted, and acknowledged that they executed
the aforesaid instrument for the purposes therein expressed. And
Catharine J. Hill, wife of the said W H. Hill having personally ap-
peared before me, privately and apart from her husband, the said W H.
Hill, acknowledged the execution of the said instrument to have been
done by her freely, voluntarily and understandingly without com-
pulsion, or constraint from her said husband and for the purposes
therein expressed. Witness my hand at office, this 22nd day of Decem-
ber 1844.

James T. Bell. Clerk

State of Tennessee,

Dadeville, County, } I John C. Ferris, sole presiding Judge of the
County Court of said County, do hereby certify

that James T Bell, whose genuine signature appears to the foregoing Deed is now and was at the time of signing the same Clerk of said County Court, (which is a Court of Record) duly elected and qualified as such, and that said attestation is in due form of law given under my hand at Nashville, this 22nd day of December 1844 Jas C. Farris County Judge

(State of Tennessee) I James T Bell, Clerk of the County Court of Davidson County, said County do hereby certify that John C. Farris whose genuine signature appears to the foregoing certificate, is now and was, at the time of signing the same, the presiding judge of the County Court in and for said County, duly elected and commissioned and qualified as such. And that said attestation is in due form of law witness my hand and seal of said Court, at office, this 22nd day of Dec^r 1844.

Seal.

James T Bell Clerk

Simon Jackson, Wilson Jackson,

Wash Jackson & Aaron Bradley,

To M. D. Deed of Trust

R. B. Battle Trustee

To secure Robinson Stevens

Filed for Record Jan 16th 1845

Recorded January 16th 1845

This Deed of Trust and agreement, made

this 15th day of January A.D. 1845.

Witnesseth. That whereas Simon Jackson, Wilson Jackson, Wash Jackson and Aaron Bradley, parties of first part are indebted to Robinson and Stevens Jackson, Miss in the sum of Three hundred and fifty dollars on open account. And whereas, said parties of first part expect said Robinson Stevens to advance one thousand dollars money, supplies, and merchandise during the year 1845. And whereas said parties agreed to secure the payment of said sum, as also any amount that may be advanced as aforesaid. That the parties of the first part in consideration of the premises, as well as for ten dollars to them paid by R B Battle Trustee, does, hereby bargain, sell and convey to said Trustee the property, being in Madison County Miss and described as follows: One pinto mare, 1 Horse mule bay 1 Gray mare, one Gray Bank mule 1 Bay mare mule, one black mare mule Two wagons (Horse), all crops of cotton, corns and other agricultural products raised by us in the year 1845, all stocks of cattle & all farming implements the title to which, unto said Trustee, or any successor they warrant, and agree forever to defend, in trust however that if said parties shall, on or before the first day of November 1845, pay what may be due said Robinson and Stevens, as aforesaid, and all costs incurred on account of this Deed, then this

Deed to be void; but if default is made in said payments, the Trustee shall take possession of said property, and having given ten days notice of the time, place and terms of sale, by posting in three conspicuous places in said Madison County, sell said property or as sufficiency thereof, to make said payments for cash at public auction, at the City Hall door in the City of Jackson; and said Robinson & Stevens or their legal representatives, can, at any time they may desire, appoint a Trustee in place of said R.B. Batt, or any succeeding Trustee. And should the Trustee at any time, believe said property or any part thereof, undamaged as a security for paid payments, he shall take the same into his possession, and hold till said payments are made, or till said property is sold, as aforesaid; but until demanded by the trustee for either the purpose, as aforesaid, said parties of first part can hold the same in testimony whereof, said Simon Jackson, Willow Jackson, Wash Jackson and Aaron Bradley, have hereunto set their hands and seals

Simon X Jackson
Seal

Willow X Jackson
Seal

Wash X Jackson
Seal

Aaron X Jackson
Seal

State of Mississippi)

Madison County.)

Personally appeared before me Clerk of Chancery Court for said County, the within named Simon Jackson, Willow Jackson, Wash Jackson and Aaron Bradley, who severally acknowledged that they signed, sealed and delivered the foregoing Deed of Trust and Agreement, and at the time herein named as their act and deed. Given under my hand and seal of Office, this 15 day of January 1875.



Murray Penyton. Chancery Clk

By M^r Moore DC.

John Campbell

For Deed of Trust:

R. B. Batt Trustee

Filed for Record Jan 16th at 9 am 1875.

Recorded January 16th 1875.

To receive Robinson Stevens. This Deed of Trust made the 13th day of January A.D. 1875, witnesseth: That whereas Mr. Campbell of Madison County party of the first part is indebted to Robinson & Stevens of Jackson, Miss in the sum of _____ Dollars on open account and whereas said party of first part expects said Robinson & Stevens to advance Two hundred dollars money, supplies and merchandise during the year 1875; and whereas said party agreed to receive the payment of said sum, at also, any amount that may be advanced

as aforesaid. That the party of the first part, in consideration of the premises as well as for ten dollars to him, paid by R.B. Batt, Trustee, does hereby, bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi and described as follows: One bay mare mule, six years old, 1 Cow and Calf, all crops of Cotton, corn, & other agricultural products raised by me in the year 1845, all farming implements the title to which unto said Trustee or any successor, warrants & agrees forever to defend; in trust however, that if said party shall, on or before the first day of November 1875, pay what may be due said Robinson Stevens, as aforesaid, and all costs incurred on account of this Deed, then this Deed to be void; but if default is made in said payments, the Trustee shall take possession of said property, and having given 10 days notice of the time place and terms of sale by posting in three conspicuous places in said County, sell said property or as sufficiency thereof, to make paid payments for cash, at public auction, at the City Hall door in Jackson. And said Robinson Stevens or their legal representative can at any time they may desire, appoint a trustee in the place of R.B. Batt or any succeeding Trustees, and should the Trustee at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid; but until demanded by the Trustee for either of the purposes as aforesaid, said party of first part can hold the same. In testimony whereof, said Wm Campbell has hereto set his hand and seal, on the date above written.

Witness J. A. Kunkler *Wm Campbell*
his

The State of Mississippi } This day personally appeared before
Hinds County } me, the undersigned, Clerk of Court
in and for Hinds County, Wm Campbell, and acknowledged
that he signed, sealed and delivered the foregoing deed
of Trust, at the time thereon named, as his act & deed.
Witness my hand and seal of office this 13th day of
January AD 1846

Seal.

Murray Peyton, Chancery Clk
By M. Moore

Elizabeth and J. M. Stone

To Warrantee Deed

Solomon Harbert and

Durham F. Keeney

Filed for Record, Jan 8th 1875 at 9 a.m.

Recorded January 18th 1875.

This Indenture, made the 28th day of November AD 1874, between Elizabeth Stone and Jesse M. Stone her husband residing in Madison Co. State of Mississippi of the first part and Solomon Harbert and Durham F. Keeney residing in Chicago, State of Illinois, of the second part, witnesseth. That the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand paid by the said parties of the second part, the receipt whereof is acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey to parties of the second part, their heirs and assigns, that certain tract or parcel of land, situate in the County of Madison and State of Mississippi, known and described as follows: N.E. $\frac{1}{4}$ less the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$, and the S.W. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ and 25 acres in the S.E. part of the E. $\frac{1}{2}$ of S. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Sect. 25. T. 8. R. 3. E., Vizd. N.W. $\frac{1}{4}$ of Sect 29. T. 8. R. 3. E., and N. $\frac{1}{2}$ of the S.W. $\frac{1}{4}$, and the E. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ less 20 acres out of the South end of S.W. $\frac{1}{4}$ of Sect. 30. T. 8. R. 3. E., and N.E. $\frac{1}{4}$ and N.W. $\frac{1}{4}$ less 20 acres out of the N. end of the W. $\frac{1}{2}$ of N.W. $\frac{1}{4}$ of Sect. 30. T. 8. R. 3. E. and S. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of Sect. 32. T. 8. R. 3. E. together with appurtenances to said premises belonging and all estate, title and interest, both at law and in equity, of the parties of the first part in the same; to have and to hold the said granted premises, with the appurtenances, unto the parties of the second part, their heirs and assigns, forever in fee simple. And the said parties of the first part, for their heirs, executors and administrators, do hereby covenant and agree with the said parties of the second part, their heirs, and assigns, that the said parties of the first part, shall forever warrant and defend the title to the said premises, unto the parties of the second part, their heirs and assigns, against the claim of all persons lawfully claiming the same or any part thereof, due from and after the day of Oct 1874. In witness whereof, the said parties of the first part have hereunto set their hands and seal the day and year above written.

Elizabeth Stone.

Seal.

State of Illinois)

Jesse M. Stone.

Seal.

Cook County

This day personally appeared before me, George T. Graham, the undersigned a Notary Public in and for the city of Chicago, in the County and State aforesaid Jesse M. Stone, who is

personally known to me as the same person described in and who executed the aforesaid and foregoing deed and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therew- set forth witness my hand and Notarial Seal at the city of Chicago this 12th day of December AD 1874.

[Seal] Geo. T. Graham

The State of Mississippi } Notary Public
 County of Madison } Personally appeared before me, C. S. Jeffrey,
 Clerk of the Chancery Court of the said County, the within named
 Elizabeth Stone wife of the said J. M. Stone who in a private
 examination, separate and apart from her husband, acknowledged
 that she signed, sealed and delivered the foregoing Deed, on the day
 and year herein mentioned, as her voluntary act and deed, freely
 without any fear, threats or compulsion, of her husband.
 Given under my hand and seal of office this 28th day of
 November AD 1874

[Seal] C. S. Jeffrey, Clerk

Moses Jefferson
 To } Deed of Trust. } Filed for Record Jan 13th 1875 at 12 m
 H. S. Postle Jr. } Recorded Jan 18th 1875
 C. Cobb } Know all men by these Presents. That this
 Indenture made and entered into this the 13th day of January
 AD 1875 by and between Moses Jefferson of the first part
 and Henry S. Postle Jr. of the second part and Braximus Cobb
 of the third part is to witness. That for and in consideration
 of the sum of one hundred and fifty-five dollars now due by
 said first party to said third party and of ten dollars paid
 by said second to said first party, paid first party doth by these
 presents bargain, sell, alien and convey unto said second party,
 one mare mare named Poll, one filly called Bate, one cow and
 calf named Bruh (the cow) and two breeders Mary & Queen and
 one cow named Matineca & calf & all the crop of corn, cotton,
 peas, potatoes and all other crops raised by the said first party
 anywhere during the year AD 1875, or in which he has or
 may have any interest or claim, to have and to hold the same
 unto him the said second party his heirs and assigns for
 ever. But to remain in the hands of and possession of said
 first party until the forfeiture of this Deed is trust.
 But this Indenture is upon the following terms and con-
 ditions, viz. That whereas said first party is due said third
 party in the sum of one hundred and fifty five dollars

and the said third party is to get from the said third party the further sum of one hundred and forty five dollars in supplies, for sale of which the said first party hath this day executed and delivered unto the said third party his promissory note in writing due the 1st November AD 1845, for the sum of three hundred dollars bearing interest at ten per cent per annum from date, less if when paid note is due and payable it shall be fully paid off and satisfied then this deed to be null and void, But if said note when due and payable is not paid then said Foster or any one the holder of said note shall request to act, shall take possession of said property heretofore conveyed and shall sell the same in any manner he may think best either at private or public sale, and for cash and from the proceeds shall pay off said note, principal and interest, and the costs of the trustee for his services in selling, and the remainder if anything shall be paid paid first party by testimony whereof part first party hath hereto set his hand and seal this the 13th day of January AD 1845.

The State of Mississippi

Madison County } This day personally appeared before the undersigned, Clerk of the Chancery Court of said County, Horace Jefferson, who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned as his act and deed.

Givene under my hand and seal of office, at Canton this 13th day of January AD 1845.

C. S. Jeffrey, Clerk

Recd R.C. Bunnell, D.C.

S. H. Mulhearn
Fe. 3. Recd. in Trust
George Hanley, et al.
Trustee

Filed for Record Jan 13th 1845 at 2 P.M.

Recorded January 18th 1845.

This Indenture made this thirteenth day of January AD 1845, by and between Samuel H. Mulhearn of the first part and George Hanley and John Hanley of the second part and Horace Hanley of the third part, all of Madison County, Mississippi, witnesseth; that the said party of the first part for and in consideration of the sum of six hundred and sixty six dollars by him due and owing to said party of the third party and for which the party of the third part holds the promissory note of said party of the first part, bearing even date with these presents, and payable on the first day of January eighteen hundred and seventy six, and bearing interest at twelve fed' per cent per annum, after maturity if not then paid, both granted, bargained,

Witnessed this deed as to the W. P. East
J. E. H. & J. H. Hanley
Feb 24th 1845.

old, aliened and conveyed and by these presents doth grant, bargain
sell, alien and convey to said George Haudy and Horace Haudy, the
following tract or parcel of land situate, lying and being in said
County of Madison, to-wit; - tr^e of N E 1/4 & N W 1/4 & S E 1/4 of
Section Two, Township of Range one East to have and to hold said
lands and all the buildings and improvements thereon, unto
them the said parties forever. Nevertheless, This Conveyance is made
upon this trust & condition that if said party of the first part shall
pay said note according to the tenor and effect thereof, then this
conveyance shall be void, and of no effect, but if the said party
of the first part shall fail to pay said note, or any part thereof
according to the tenor of the same, then it shall be lawful for
the said parties of the second part, or either of them to sell said
lands or so much as may be necessary, and out of the proceeds
of such sale, first to pay any taxes that may be due thereon
at that time, and then to pay the amount due on said note
inclusive of interest as stipulated thereon, and the balance if any
of paid purchase money, remaining after payment of taxes the note
as aforesaid, said parties shall pay to said party of the first part
and it is further hereby stipulated and agreed that any sale that
may be made under the powers herein given, shall be at public
auction to the highest and best bidder for cash - that the sale
shall take place before the South door of the Court house, in Canton
in said County, between the hours prescribed by law for sale of pro-
perty, at Sheriff's sale; & that said party executing this trust by
sale of said lands, shall advertise the same for sale, by advert-
ement posted at the door of the Court house of said County
and also at the post office at Madison Station in same
County for at least Thirty days prior to such sale, & shall
execute a deed to the purchaser or purchasers of said land,
conveying all the title of the said party of the first part to such
purchaser or purchasers, And to prevent misunderstanding it is
hereby re-affirmed that each parties of the second part are en-
powered to execute this trust either jointly or severally, and
in case they should both die or remove, or decline to act hereon
then all the rights, duties & powers herein confided to them, shall
devolve upon and be executed by the Chancery Clerk of said
County at that time in office. witness my hand and seal
this 13th day of January 1845.

The State of Mississippi } S. H. Muller, ^{Seal}
Madison County } This day personally appeared before the

underseigned Clerk of the Chancery Court of said County, Samuel H. Mulholland, who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned as his act and deed. Given under my hand and seal of office, at Canton, this 13th day of January 1845.

Seal: G. P. Jeffrey, Clerk
By H. R. Greenwell, Jr.

✓ *To Deed*
John Jackson, Baswell Jackson

Charles & Archie Martin & Ed Thomas Filed for Record Jan 18th 1845 at 13.12.

To } Agreement.

Recorded January 18th 1845

W. J. Murdy Contract made and entered into between Mr. J. Murdy of the first part and John Jackson, Baswell Jackson, Charles Martin, Archie Martin and Edmund Thomas, parties of the second part. Whereas it is agreed between the parties of the first part that the party of the first part has rented to the parties of the second part eighty acres of land more or less on the Mississ Place near Canton and for the rent of the same the parties of the second part agree to pay the party of the first part by the first day of November next, four Bales of middling Cotton weighing four hundred and fifty pounds each or two hundred dollars in money. It is further understood that the parties of the second part agree not to turn their stock into the fields until all the crops are gathered.

W. J. Murdy.

Seal

John X Jackson.

Seal

Baswell X Jackson.

Seal

Chas X Martin.

Seal

Archie X Martin.

Seal

Edmund X Thomas.

Seal

The State of Mississippi)

Edmund X Thomas. *Seal.*

Madison County This day personally appeared before the underseigned Clerk of the Chancery Court of said County, John Jackson, W. J. Murdy, Baswell Jackson, Chas. Martin, Archie Martin & Edmund Thomas, who acknowledged that they executed, signed, sealed and delivered the above Lease and Agreement on the day and year aforesaid, and for the purposes therein mentioned as their act and deed. Given under my hand and seal of office at Canton, this 18th day of January 1845.

Seal. G. P. Jeffrey, Clerk

✓ John Lutz & wife

To } Deed of Trust.

Filed for Record Jan 16th 1845 at 5 PM.

B. J. Pennington
Trustee
To secure

At Rev. by Elder:

Recorded January 21st 1845.

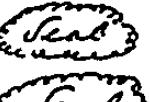
This Deed of Trust made and executed and delivered this 15th day of January 1845, by and between John Lutz,

This instrument of conveyance is made & delivered in the city of Natchez, State of Mississippi, on the twenty-sixth day of January, A.D. one thousand eight hundred and forty-eight, with two hundred dollars, and interest, due on the first day of January, A.D. one thousand nine hundred and ten.

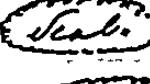
W. H. Powell

and Elizabeth Lutz his wife parties of the first part; R. Rev^d Henry Elder, Bishop of Natchez, party of the second part and Benedict J. Semmes, party of the third part, all of the State of Mississippi. Witnesseth. That for and in consideration of the sum of Five hundred dollars, with interest thereon, at the rate of six per cent per annum, as evidenced by his certain promissory note of even date herewith, the said John Lutz, his wife hereby joining him in conformity with the Statute, does hereby grant, bargain and sell, transfer and convey and does by these presents, grant, bargain & sell, transfer, convey and deliver unto the said Benedict J. Semmes, his heirs and successors in office the following described real estate, located in the county of Madison and State of Mississippi & more particularly described as follows, viz, commencing at the S.E. corner of J. M. Hale's lot on line of Right of way of Miss. Central Rail Road Co., thence west $16\frac{50}{100}$ chains to a stake, thence 115° degrees East, $14\frac{93}{100}$ chains to a stake, thence South $85\frac{50}{100}$ E $10\frac{60}{100}$ chains to Miss. Central R Road, thence to beginning $13\frac{91}{100}$ chains, containing $19\frac{1}{2}$ acres, more or less, and being the property purchased by said Lutz from Mrs. Nancy Luckett of said 26th day of May A.D. 1844. To have and to hold unto the said Benedict J. Semmes, his heirs, executors, administrators & assigns and the assigns of his successor in office. And the said John Lutz, for himself, his heirs, executors, administrators contracts and covenants with the said Benedict J. Semmes, his heirs, executors, administrators and assigns and especially with any purchaser or purchasers ^{under} ~~for~~ any trust sale made in performance of this Deed of trust, that the above conveyed property is free and clear of any and all encumbrances, of every nature and kind whatsoever, especially all taxes, and that he will warrant and defend the same against the claims or demands of any & all person or persons whatsoever. The condition of the above sale is in the following conditions, to wit, That whereas the said John Lutz is presently indebted to the R. Rev^d Henry Elder, Bishop as aforesaid, in the sum of Five hundred dollars (\$500) as evidenced by his promissory note, with interest thereon, and is anxious to secure the same. Now therefore in consideration of the premises and in consideration of the sum of ten dollars as hand paid, the receipt whereof is hereby acknowledged, the said John Lutz covenants that if the said note with interest shall be paid at maturity, then this obligation shall be void, but if said note with interest shall not be paid then it shall become

The duty of the said Benedict J. Semmes to take immediate possession of said property (and the said John Lucy hereby contracts to deliver possession as aforesaid) and after giving thirty days notice by posting a notice before the door of the Court-house in Canton time to sell said property to the highest and best bidder for cash at the time of sale as advertised, at public outcry, and after paying all costs and commissions to pay 1st said note and interest; 2nd to pay over any balance to the said John Lucy. And it is further expressly agreed that if the said Semmes shall fail or neglect, from death, inattention, or any other cause, to execute his trust herein confided, then the said party of the second part, or his successor in office, or the one next acting to him in ecclesiastical authority, shall appoint his successor, and that his said successor, where so appointed, shall have all the powers herein confided and entrusted to the said Benedict J. Semmes. In testimony whereof we have hereunto signed our names and affixed our seals the day and year first above written

John Lucy 

Elizabeth Lucy 

Henry Alder 

per his agent in fact B. J. Semmes 

State of Mississippi } Personally appeared before me, C. S. Jeffrey,
 Madison County } Clerk of the Chancery Court of said County, the
 witness named John Lucy and Elizabeth Lucy his wife, who severally
 acknowledged that they signed, sealed, and delivered the foregoing
 and annexed deed as their own act and deed. Sub. the said Eliza-
 beth Lucy upon a private examination by me made, separate and
 apart from her said husband, acknowledged that she signed, signed
 sealed and delivered the same as her own voluntary act and deed
 without any fear, threat, or compulsion of her said husband.

Given under my hand and seal of said Court, this 16th day of
 January A.D. 1845.

C. S. Jeffrey
Clerk.

James H. Hamblett Trustee)

To } Deed of Conveyance

Tranquilla S. Hamblett)

Filed for Record Jan'y 15th 1845 at 10 A.

Recorded Jan'y 21st 1845.

State of Mississippi } Know all men by these presents that I, James
 Madison County } H. Hamblett, Trustee in deed of Trust given by
 Jim Hopkirk, Lewis Ward and his wife Liza Ward on the twenty
 eighth day of August A.D. 1843, filed for record on the 23rd day of
 January and recorded on the 30th day of January A.D. 1844 in Book C.C.

of the record of Deeds in the Chancery Clerks Office in Lanton Madison County Mississippi on page 24, given to secure the payment of Cotton indebtedness to Tranquilla S. Hamblee for land purchased and described herein, having duly and legally advertised the sale of said land for ten or more days, because of default made in payment by the mortgagors due on the eight day of December Ad 1844 within legal hours proceed to sell all the right, title, and interest of the aforesaid mortgagors for cash to the highest bidder at public outcry, to a certain tract of land, with the appurtenances and hereditaments thereto belonging in Madison County, Mississippi and described as follows to-wit W. P. 16 1/4, & W. P. 17 1/4 Sec. 8. T 11 Range 4 East and Tranquilla S. Hamblee having bid the sum of four dollars per acre, the best and highest bid made or offered for the land. Therefore, I do hereby sell, convey, and deliver unto Tranquilla S. Hamblee, her heirs and assigns forever, all the right, title, claim & interest in and to the above lands with their fixtures and appurtenances therunto belonging for and in consideration of the sum of six hundred and forty dollars (\$640) to me in hand paid the receipt whereof is hereby acknowledged. In witness whereof I have this day signed my name and affixed my seal. This the fifteenth day of December Ad 1844 James H. Hamblee Trustee ^{Seal}
 The State of Mississippi} This day personally appeared before the
 Madison County } undersigned Clerk of the Chancery Court of
 said County, James H. Hamblee ^{Co} Trustee, who acknowledged that
 he executed signed sealed and delivered the above Deed on the day
 and year aforesaid and for the purposes herein mentioned as his
 act and deed. Given under my hand and seal of Office at
 Lanton, this 15th day of January Ad 1875.

^{Seal} E. S. Jeffrey Clerk

Saint B. Harris
To } Deed of Trust

Filed for Record Jan 15th 1845 at 4 P.M.

John G. Wilson

Recorded January 21st 1846

Madison County } Whereas, Saint B. Harris stands indebted to
 State of Mississippi } John G. Wilson, in the sum of Two thousand and
 three hundred and eighty two $\frac{66}{100}$ (\$2382 $\frac{66}{100}$) on note due January
 1st 1845, and the said Saint B. Harris, wishing to give addi-
 tional security for the payment of the said note, now does hereby
 bargains, sell, alien and convey to hath bargained, sold, aliened
 and conveyed to the said Jno. G. Wilson all the crop of cotton,
 & corn, & fodder & peas to be grown and raised by me for this

year AD 1845. in said county and State and also all cotton & corn
fodder to be grown by him on my place in said County of
Madison and State of Mississippi. And the said John Wilson is
hereby empowered to take charge of and to take possession of
said crop so soon as the same is gathered & ready for Market & to
sell and appropriate the proceeds to the payment of said note so
far as the same will go. witness my hand and seal this the 15th
of January AD 1845. Sam'l B. Harris *(Seal)*

The State of Mississippi This day personally appeared before the
Madison County } undesignated Clerk of the Chancery Court of
said County S. B. Harris who acknowledged that he executed, signed
sealed and delivered the above Deed on the day and year aforesaid,
and for the purposes therein mentioned, as their act and deed.
Given under my hand and seal of office at Lanton, this 15th day
of January AD 1845. C. S. Jeffreys Clerk.

(Seal.) By S. R. C. Brewell. O.C.

William L. Garr }
 To } Deed of Trust } Filed for Record Jan 14th 1845 at 2 P.M.
C. H. Andrews }
 To Second Trustee } Recorded January 22nd 1875
Grayson & Landers } This deed, made the 14th day of January AD 1845, by
 William L. Garr to C. H. Andrews to secure Grayson & Landers in the pay-
 ment of two hundred and fifty dollars, which the said Grayson and
 Landers has promised and agreed to furnish the said W. L. Garr li-
 ensable the said W. L. Garr to carry on a plantation or farm in
 Madison County during the year AD 1845, witnesseth: That in consider-
 ation of the indebtedness incurred, and in consideration of the advances
 to the said W. L. Garr by the said Grayson and Landers this day
 made in provisions and supplies to the amount of Two hundred
 & Fifty dollars; and in consideration of the advances hereafter to be
 made by the said Grayson & Landers to said W. L. Garr, the said W. L.
 Garr hereby grants, bargains, sells, alienes and conveys to the said
 C. H. Andrews party of the second part and trustee herein, for the uses
 and purposes thus named and herein mentioned, the following de-
 scribed property, viz: 1 Black Mare named Julia, also all the crop,
 cotton, corn, fodder, potatoes &c that the said W. L. Garr may raise or
 cause to be raised during the year 1845, and also whatever mules,
 horses, cattle, hogs, wagons, carts, buggies, goods, and chattels that may
 hereafter be acquired by the said W. L. Garr, and the crop of cotton,
 corn, fodder, peas, potatoes and whatever else may be grown by the
 said W. L. Garr for his use, on any lands during the year 1845,
 or any subsequent year until said indebtedness is discharged.

This deed of trust taken from May 1875

And is agreed and understood between the parties that said indebtedness here incurred, and to be incurred under this contract, shall be due and payable on the 1st day of October AD 1876, and if said indebtedness shall then not have been discharged fully, it shall be lawful for the said C. W. Andrews or any one he or said Mayson and Landers may appoint, to seize wheresoever found, and to sell at the door of the Court house of Madison County, Mississippi, at public outcry, to the highest bidders for cash, after 10 days notice in writing posted at the Court house door, any or all of said property, as may be necessary to execute this trust, and out of the proceeds to pay said money so due to said party at the time of sale, and the remainder, if any to be paid back to said Wm L Gaur. Nevertheless the said indebtedness is to be discharged in the following manner to which the said Wm L Gaur hereby consents to and accepts: That is to say, the said Wm L Gaur is to have in hand by the first of October AD 1875 such an amount of cotton as will fully pay off said indebtedness, besides cost of this instrument. And in case said indebtedness is not paid at maturity then the said Wm L Gaur to pay said Mayson & Landers, 2½ percent of the whole of said indebtedness, which is agreed on as liquidated damages in case of the non-performance of the allegations herein. And to the end that this deed may evidence a contract within the meaning and provisions of an act of the Legislature of Mississippi entitled An Act for the encouragement of Agriculture, approved February 18th 1867; it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year 1876 to enable said Wm L Gaur to operate and carry on a farm or plantation in Madison County, Mississippi, during said year, to become due as aforesaid, it is agreed that it shall constitute a Prior Lien, according to said law, upon said crop of cotton, corn and all other produce of said farm, - it being the intent of this deed that the said Mayson and Landers shall have all the rights and benefits to be derived from this instrument as a Deed of Trust as well as a contract under the above entitled Law. In witness whereof, the said Wm L Gaur has affixed his name and seal to this deed, this the 14th day of January AD 1875
 The State of Mississippi. W. L. Gaur. *[Signature]*

Madison County, } This day personally appeared before the undersigned, Clerk of the Chancery Court of said County, W. L. Gaur who acknowledged that he executed, signed, sealed & delivered the above Deed on the day and year aforesaid, and for the purposes

Whereas mentioned as his act and deed given under my hand and seal of office, at Canton this 14th day of January 1815/5.

b. J. Jeffrey Clerk.

By H. A. C. Bennett Deputy

Granville Rollins
To, Deed of Trust.
D. L. Cameron
To secure Trustee
P. J. Cameron.

Filed for Record January 21st 1815 at 10 am.

Recorded January 22nd 1815.

This Indenture made this the twentieth day of January 1815, between Granville Rollins of the County of Madison and State of Mississippi of the first part and D. L. Cameron of the County of Madison and State of Mississippi party of the second part and P. J. Cameron of the County of Madison and State of Mississippi party of the third part. Witnesseth. That whereas, said party of the first is indebted to said party of the third part for four bales of cotton - ground, pressed and baled, amounting in the aggregate to eighteen hundred (1800) pounds, to be raised on the land of the said party of the third part, which said indebtedness is for and in consideration of the rent of forty acres of land and the sum of two miles, Frances and Jim by name, the former being a sorrel mare and the latter a bay stud mule, and due at or before the first day of October 1815. And the said party of the first part, being desirous to secure the prompt payment of said indebtedness at its maturity.

Now this Indenture witnesseth. That said party of the first part for and in consideration of the sum of ten dollars to him in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, released, conveyed and confirmed - and by these presents do, grant, bargain, sell, release, convey and confirm, unto the said parties of the second part their heirs and assigns forever, all the following described property situated in the County of Madison and State of Mississippi and more particularly designated and described as follows, to wit; all of the cotton and corn raised during the year 1815 on or off the land of the said party of the 3rd part, by the said party of the first part. To have and to hold the above described Cotton and Corn, to the only proper use, benefit and behoof of him the said party of the second part, his heirs and assigns forever and said party of the first part for himself, his heirs, executors and administrators, covenants with said party of the second part, his heirs, and assigns, that they are lawfully seized and possessed of said crops and will forever warrant and defend the title to the same against the claim or claims of all persons whatsoever in trust

nevertheless and for the following uses, interest and purpose, and unto
 other to-wit; Should said party of the first part fail to pay and
 satisfy said indebtedness at maturity, then it shall be the duty
 of said party of the second part at the request of said party of
 the third part after giving ten days notice of the time and place of
 sale by posting in three public places in Madison County, to pro-
 ceed to sell at public auction, at Madison Station for cash in hand
 to the highest bidder, all the above described Cotton and Corn
 or so sufficient thereof to satisfy the debt and interest and the
 cost of executing this trust and the balance if any there be shall
 be paid over to said party of the first part But should said party
 of the first part well and truly pay said indebtedness at maturity
 then this deed to be void and of no effect, otherwise to remain
 in full force and virtue, and is further understood and agreed
 by the parties hereto that if the said D L Cameron, Trustee, as aforesaid,
 shall from any cause become unable or unwilling to execute
 this Deed of Trust, then it shall be lawful for the said D L Cameron
 his executors, administrators or assigns, under their hands &
 seals, to appoint another Trustee in place of the said D L Cam-
 eron with full power to execute the same according to the terms
 and whose acts and doings in the premises, shall be as bind-
 ing as if done by the said D L Cameron, Trustee in如同
 of which, said parties of the first and second parts have hereunto
 set their hands and affixed their seals, this day and date
 first above written. Granville & Rollins Seal
D. L. Cameron Seal

The State of Mississippi }
 Madison County } Personally appeared before the under
 signed, Justice of the Peace in and said County, the above named
 Granville Rollins, and acknowledged that he signed, sealed and
 delivered the above Deed on the day of the date thereof, as his
 act and deed. Given under my hand and seal this 20th day
 of January AD 1875 L. D. Montgomery Seal

David M. Fulton Jr. & wife)

P. J. Deed: } Filed for Record January 21st at 3 P.M. 1875.
Jesse Ratliff } Recorded January 22nd 1875.

This Indenture made and entered
 into this seventh day of April A.D. 1873 by and between David
 Fulton and Soley Fulton his wife of the County of Madison
 and State of Mississippi of the first part and Jesse Ratliff of
 the County of Rankin said State of the second part, witnesseth
 that the parties of the first part for and in consideration of the

sum of three hundred and fifty dollars to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, hath this day bargained and sold, and by these presents do bargain, sell and convey to the party of the second part the following described tract or parcel of land lying and being in said county of Madison (viz). North half of lot eight in, Section twenty-five Township nine, Range four east. To have and to hold with all the privileges and appurtenances thereto belonging unto the said party of the second part, his heirs and assigns forever against the claim or claims of the said parties of the first part, or any one claiming by, through or under them. And the said parties of the first part hereby bind themselves to warrant and defend forever to the said party of the second part, his heirs and assigns the title to said land against the claim or claims of all persons whatsoever. In testimony whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

David Fulton *(Seal)*

Prudence P. Fulton *(Seal)*

State of Mississippi }
 Madison County } Personally appeared before me L.S. Jeffrey, Clerk
 of the Chancery Court in and for said County and State, David
 Fulton and Soley Fulton his wife the within named parties who
 acknowledged that they signed, sealed the foregoing Deed on the day
 and year wherein mentioned as their act and deed, and at the same
 time appeared before me the said Soley Fulton wife of the David
 Fulton who being examined, separate and apart from her said husband
 privately, acknowledged that she signed, sealed and delivered the same
 as her voluntary act and deed, freely, without any fear, threats or
 compulsion of her husband. Witness my hand and seal of office
 this twenty-first day of April A.D. 1843.

(Seal) L.S. Jeffrey Clerk

George Cooper & wife

To } Deed of Trust

J. A. Reid, Trustee

To secure D. L. Parsons

Filed for Record Jan 21st 1845 at 2 P.M.

Recorded January 22nd 1845.

This Deed of Trust made and executed this 21st day of January 1845, by and between Geo. Cooper and Jane Cooper parties of the first part D. L. Parsons party of the second part and J. A. Reid party of the third part. Witnesseth. That the said parties of the first for and in consideration of the sum of ten dollars in hand paid, has bargained and sold, transferred and conveyed and delivered to the said party of the third part all his crops of every nature and kind, to be raised on the Parsons place in for and during the year

1846; also the following stock, wagons, gear, farming implements.
 One bay mare named Laura, one grey horse mule named Jake,
 all the cattle, hogs, owned by said first parties. The sale is made
 on the following conditions. That whereas the said party of the
 first part is indebted to said D. L. Parsons, in the sum of one
 hundred and eighty dollars for rent of sixty acres of the Par-
 sons place, in the sum of five hundred & fifty five dollars for
 mules, supplies, advances, etc., all due and payable October 1st 1845
 as evidenced by their notes of this date. Now if the said sums
 above mentioned shall be truly and promptly paid at maturity
 then this obligation to be void. But if not paid at maturity,
 then the said party of the third part shall take possession of
 said property, and sell the same for cash, before the door of the
 Court-house in Canton, at public outcry to the highest bidder,
 after giving ten days notice by posting public notice on the door
 of the said court house, and out of the proceeds thereof, to pay
 1st all costs and commissions, 2nd said above mentioned indebtedness
 and 3rd to pay over any balance to said party of the first part.
 And the said Jane Cooper for her minor son John Cooper further
 hereby expressly agree and waive all privilege of every nature &
 kind especially for labor and work done upon the land and con-
 sent and agree that the above named shall be paid in full
 prior and before any claim or claims we may have on said
 crops for said work or labour performed and for said per-
 son, hereby sign and acknowledge these presents. It is further
 understood and agreed that no part of the land herein leased
 shall be sub-let, except by the consent of the said D. L. Parsons
 and if sub let all the crops raised on said lands, shall be liable to
 this deed of trust, and all labours who shall work on said land
 shall be subordinated to the sum herein given to the said.
 It is further agreed that if the said J. A. Reid, shall fail or
 neglect from death or any other cause to execute this trust.
 Then the said D. L. Parsons shall appoint a successor for said pur-
 poses. In testimony whereof we hereunto sign our names and
 affix our seals.

Geo X. Cooper ^{mark} Seal
 The State of Mississippi Jane X. Cooper ^{her wife} Seal ^{mark}

Hudson County. Personally appeared before me, E. S. Jeffrey,
 Clerk of the Chancery Court of said County, the within named
 George Cooper and Jane Cooper ^{his wife} severally acknowledged
 that they signed, sealed and delivered the foregoing and un-
 -suicd deed as their own act and deed. And the said Jane Cooper

upon a private examination by me made separate and apart from
his said husband acknowledged that she signed, sealed and delivered
the same as her own voluntary act and deed, without any fear, threat
or compulsion of her said husband Given under my hands and
seal of said court this 21st day of January AD 1875.



E. S. Jeffrey Clerk
by R. R. Brewell, Jr.

John Jackson
Deed of Trust

Filed for Records January 21st 1875 at 12 m.

F. B. Pratt Trustee
To recd
D. C. Beauchamp

Recorded January 22nd 1875.

The State of Mississippi Madison County: I, John
Jackson of the county and State aforesaid for and in consideration
of the sum of ten dollars to me in hand paid & the further con-
sideration hereinafter mentioned, the receipt of which is by these
presente acknowledged do bargain, & sell and by these presents
bargain, sell and convey to F. B. Pratt Trustee the following des-
cribed property to-wit One bay horse about 8 years old purchased
from D. C. Beauchamp and one brown colored mare mule with
white mouth about 10 years old and a brand or letter on the
jaw. To have and to hold the same unto him the said F. B. Pratt
Trustee & to his heirs and assigns forever; In trust however for
the following purposes: whereas I have this day made & executed
& delivered to D. C. Beauchamp of even date herewith my pro-
missory note payable to the said Beauchamp for the sum of
\$125⁰⁰ due on the 1st day of November AD 1875. for value received
the same being for the purchase of one horse. Now therefore if I do
well and truly pay off I discharge the said note when the same
becomes due, according to the tenor thereof then this Deed shall
be void & the property conveyed herein to be released at the
cost of myself but should I fail to pay off said note at maturity
or fail or refuse so to do at any time thereafter when called upon
by the said Trustee or in case said Trustee fails to act then to his
successor who may be appointed by said D. C. Beauchamp
then and in the event of such failure I authorize the said Trustee
or his successor to take possession of said horse and mule &
sell the same at the Court-house in said County first giving
ten days notice of the said sale & out of the proceeds thereof to pay
first the costs & then the amount of said debt and interest & the
overplus if any to pay over to myself or legal representatives
and should I attempt to remove or dispose of the same before
the full payment of said debt then the said Trustee may take

possession of and sell the said property as directed after default is made. In witness whereof I hereunto set my hand & seal this January the 21st 1875.

The State of Mississippi } John X Jackson ^{his} ~~Seal~~
Madison County } ^{mark} mark

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County, John Jackson, who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid and for the purposes therin mentioned as his act and deed given under my hand and seal of office at Canton this 21st day of January A.D. 1875.

Seal.

C. S. Jeffrey, Clerk.

By W. R. C. Beawell, Jr.

Taylor H Thompson, Mrs Taylor

Isham Sherrard & Caroline Taylor

To } Release.

J. Stadeler & Son

Filed for Record January 20th 1875 at 4 P.M.

Recorded January 22nd 1875

State of Mississippi. Madison County

For and in consideration of value received we hereby release and waive unto J. Stadeler & Son all our right, title and interest for wages or share or any other part of the crop of corn Cotton, peas & potatoes grown on the Mitchell Place now under control of Fletcher Taylor for the year 1875. And we further certify we will not claim any share, wages or any other part of the crop until the entire indebtedness incurred by ourselves or said Fletcher Taylor for the cultivation of said crop in the year 1875 shall have been fully settled with said J. Stadeler & Son. And said Fletcher Taylor shall have full and entire control of said crop until all debts shall have been satisfied. And we hereby waive our claim granted us by the laws of 1873-74

Caroline X Taylor ^{her} ^{mark}

William H Taylor ^{his} ^{mark}

Seal

Taylor H Thompson ^{his} ^{mark} Seal

Isham Sherrard ^{his} ^{mark} Seal

State of Mississippi

Personally appeared before me, C. S. Jeffrey, Clerk of the Chancery Court of said County the within named Taylor H Thompson, Mrs Taylor & Isham Sherrard and Caroline Taylor wife of Fletcher Taylor who severally acknowledged that they signed, sealed and delivered the foregoing and aforesaid deed as their own act and deed, with said the said Caroline Taylor upon a private examination by me made, separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, without any fear, threat or compulsion of her

Husband. Given under my hand and seal of said court
 this 20th day of January AD 1845. L. P. Jeffrey
 Seal Commissioner Clerk

Levi & Lewis Harris

To } Deed of Trust Filed for Record Jan 21st 1845 at 2 P.M.

J. A. Reid Trustee Recorded January 23rd 1845.

To secure D W G Parsons This Deed of Trust made and executed this

21st day of January 1845, by and between Lewis Harris and Calvin Harris parties of the first part D W G Parsons party of the second part and J A Reid Trustee party of the third part. Whereas That

the said parties of the first part, for and in consideration of the sum of ten dollars in hand paid, has bargained, and sold, transferred and conveyed and delivered to the said party of the

third part all his crops, of every nature and kind, to be raised on the Saunders place in for and during the year 1845: also

the following stock, wagons, gear, farming implements. One Mule (Bay mare named Jane). This sale is made on the following conditions. That whereas the said party of the first part is in debt to said D W G Parsons in the sum of ninety dollars for

rent of acres of the Saunders place, in the sum of One hundred and eighty seven dollars for mules, all due and payable October

1st 1845. Now if the said sum above mentioned shall be truly & promptly paid at maturity, then this obligation to be void. But if

not paid at maturity, then the said party of the third part shall take possession of said property and sell the same for cash, before

the door of the Court-house in Canton, at public outcry to the high-
est bidder, after giving ten days notice by posting public notice

on the door of the said Court-house and out of the proceeds thereof,
to pay 1st all costs and commissions 2nd said above mentioned in-

debtedness and 3rd to pay over any balance to said party of the
first part and the said Lewis & Calvin Harris further truly ex-

plicitly agree and waive all privileges of every kind and nature
especially for labor and work done upon the land, and consent

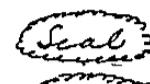
and agree that the above mentioned D W G Parsons shall be paid in
full prior and before any claim or claims we may have on said

crops for said work or labor performed and for said purpose, hereby
agree and acknowledge here present. It is further understood and
agreed that no part of the land herein leased, shall be sub-let,

except by the consent of said D W G Parsons and if sub-let
all the crops raised on said lands, shall be liable to this deed of
trust, and all laborers who shall work on said land, shall be sub-

deeded to the said Harry given to the said
 It is further agreed that if the said J A Reed shall fail or neglect
 from death or any other cause to execute this trust then the
 said D W C Parsons shall appoint a successor for said purpose
 we hereunto sign our names and affix our seals

John X Harris



Emma X Harris



State of Mississippi }
 Madison County } Personally appeared before me, G S Jeffrey,
 Clerk of the Chancery Court of said County, the witness named
 John X Harris and Emma Harris his wife, who severally acknow-
 ledged that they signed, sealed and delivered the foregoing and
 annexed deed as their own act and deed. And the said Emma
 Harris, upon a private examination by me made, separate and
 apart from her said husband, acknowledged that she signed
 sealed and delivered the same as her own voluntary act and deed
 without any fear, threats or compulsion of her husband given
 under my hand and seal of said Court this 21st day of
 January AD 1875.



G S Jeffrey Clerk

By H R C Brewell, Esq.

<u>Harry Gaines and wife</u>	Filed for Record Jan 15 th 1875 at 4 P.M.
To } <u>Deed of Trust</u>	
<u>John Whelan, Trustee</u>	Recorded Jan 23 rd 1875
To receive <u>John R Hargan</u>	<p>This Deed of Trust made and entered into this the fifteenth day of January in the year of our Lord one thousand eight hundred and seventy five by and between Harry Gaines and Mary Gaines his wife of the first part and John Whelan Trustee of the second part and John R Hargan party of the third part witnesseth. That the said party of the first part is justly in- debted to the said party of the third part in the sum of one hundred dollars due and payable on or before the 15th day of October 1875 with ten per cent from this date until paid and desiring to secure the said party of the third part in the pay- ment of said sum of money. Now therefore in consideration of the above premises and of the sum of ten dollars to them in hand paid by the party of the second trustee as aforesaid they have granted, bargained, sold and conveyed and by these presents doth grant, bargain, sell and convey unto the party of the sec- ond part as trustee the following described personal property to-wit: One bay horse about eight years old, one cow and calf and all the cotton, corn, fodder and potatoes that may be grown</p>

by the said parties of the first part for the year 1845, on the plantation now occupied by them or on any other plantation. To have and to hold the above conveyed property unto the party of the second part and his heirs forever. Robt. Wood nevertheless upon this consideration of the parties heretofore the first part shall well and truly pay to the party of the third part the sum of one hundred dollars when the same becomes due according to the tenor hereof together with interest due thereon then this deed shall be void otherwise to remain in full force and the party of the second part or such party as he or the party of the third part may designate, may levy the above described property and after ten days notice before the court house door in the city of Canton shall State of Mississippi call the same at public auction to the highest bidder for cash and out of the proceeds of said sale pay first the expenses of this lawsuit and interest the note and amount herein described and due to the party of the third part with all interest and the residue of any shall be paid to the parties of the first part In testimony whereof we have hereunto set our hands and seals this year and date above written Harry Gains ^{his} ~~mark~~ Seal
Attest S. W. Drown Mary X Gains ^{her} ~~mark~~ Seal

The State of Mississippi This day personally appeared before me, Madison County Harry Gains who acknowledged that he signed, sealed and delivered the above deed as his own voluntary act and deed and at the same time came Mary Gains who was examined and separate and apart from her husband acknowledged that she signed, sealed and delivered said deed as her own voluntary act and deed without any fear, threat or compulsion from her husband given under my hand and seal this 15th day of Jan 1845.

J. W. Drown J. P. Seal

L. H. Pearce and
Mary A. Pearce Filed for Record Jan 18th 1845 at 3 P.M.
To } Deed of Trust Recorded January 23rd 1845.
S. S. Calhoon Testico This deed made and executed this the 16th day
To secure C. A. Stokes of January AD 1845, by L. H. Pearce and his wife
 Mary A. Pearce to S. S. Calhoon to secure C. A. Stokes. Whereas
 That whereas the said L. H. Pearce is indebted to the said C. A. Stokes
 in the sum of Fourteen hundred and sixty five $\frac{3}{4}$ dollars as is
 evidenced by his note of this date due on the 1st day of January AD 1845
 with interest from maturity at two per cent per month & the said
 L. H. Pearce and his wife wishing to secure the payment of said
 note, do by these presents bargain, sell, alien and convey thalh bar-
 gained, sold, aliened and conveyed unto the said S. S. Calhoon

1885

The following lands in Madison County State of Mississippi (viz.)
 The 1¹/₂ of 8¹/₄ less five acres off of N.E. corner of Sec 25, 5 five
 acres off of S.W. corner of E ¹/₂ of 8¹/₄ of Sect 25, and 2 ¹/₂ of 1¹/₄
 Sect 26 & E ¹/₂ of N.E. ¹/₄ of Sect 35 & N.W. ¹/₄ Sect 36 all in Township 10.
 Range 2 East containing four hundred acres being the same
 purchased by me from E. J. Pearce and wife And also my un-
 divided one third interest as an heir of my deceased mother
 L. S. Pearce, in all real estate in the city of Canton in said County
 being real estate & known as the Hotel Lots and buildings in
 the West side of the public square now occupied by John Yeargan
 & J. A. Park & heretofore known as the Pearce House, and the Livery
 Stable, Lots occupied by Pearce & Mull and the Hotel & Lots near
 the Rail-Road depot and the House and Lots in Union Street
 in said City of Canton known as the Burns house, now occu-
 pied by C. L. Gross all of which were the property of C. S. Pearce
 at her death and vested in her heirs and also all the crop of
 corn and cotton which we may grow and cultivate in said
 County this year To have & to hold to him and his heirs
 assigns forever in trust however as a security for the payment
 of the said note And if the said note shall be paid at ma-
 turity this deed shall be void, but if said note shall remain
 unpaid or any part of on the date aforesaid Then the said
 S. S. Calhoon shall advertise and sell said property before the
 Court-house door in said City of Canton, to the best bidder
 for cash, after posting a notice of the sale in writing at the
 court house door aforesaid ten days before the sale, and shall
 pay out of the proceeds this note and hand the balance to the
 said L. H. Pearce if any remain, and shall make deeds to the
 purchasers thereof And if the said S. S. Calhoon cannot or will
 execute this trust Then the said Stokes or the holder of said
 note may appoint some other person to execute the same
 who shall have all the powers and rights which are invested
 in the said S. S. Calhoon In witness our hands and seals this the day
 and year aforesaid

L. H. Pearce *Seal*
 The State of Mississippi. Mary A Pearce *Seal*

Madison County. Before me the undersigned Justice of
 the Peace for said County this day came L. H. Pearce whose name
 appears to the foregoing deed, who acknowledged that he signed,
 sealed and delivered said deed on the day of the date thereof
 as his act and deed and at the same time came Mary A
 Pearce wife of L. H. Pearce who on a private examination separate

This deed is made & sealed & the
 witness thereto are in due & full presence
 in clause the 21st day of May in the year
 of our Lord one thousand eight hundred &
 forty five in the City of Canton

and apart from her husband acknowledged that she signed, sealed and delivered said deed as her own voluntary act and deed without any fear, threat or compulsion from her husband. Given under my hand and seal this 16th day of Jant 1875. J. W. Down. J.P. Seal

John Grafton &
Sarah Virginia Grafton
To } Warranty Deed. } Filed for Record, Jan 23rd 1875 at 11 AM.

Sarah Virginia Grafton Recorded January 25th 1875.

Aaron Kennedy White, Know all men by these presents That we John Grafton and Sarah Virginia Grafton his wife for and in consideration of the sum of one thousand dollars (\$1000⁰⁰) to us paid by Aaron Kennedy White do hereby grant, bargain and sell unto the said Aaron Kennedy White and unto his heirs and assigns forever the following land lying in the County of Madison & State of Mississippi, to-wit N $\frac{1}{2}$ of Tr $\frac{1}{2}$ of S 8 $\frac{1}{4}$ and Twenty (20) acres off E $\frac{1}{2}$ of N $\frac{1}{2}$ of Tr $\frac{1}{2}$ of S 8 $\frac{1}{4}$. Sec 31. T 12. R 4 East containing sixty acres more or less. To have and to hold the same unto the said Aaron Kennedy White and unto his heirs and assigns forever, with all appurtenances thereto belonging. And we hereby command with the said Aaron Kennedy White and unto his heirs that we will forever warrant and defend the title to said lands against all claims whatever. And I, Sarah Virginia Grafton wife of the said John Grafton for and in consideration of the said sum of money, do hereby release & relinquish unto the said Aaron Kennedy White and his heirs all my right of dower in and to the said lands. Witness our hands and seals on this Twelfth day of November 1874.

John Grafton Seal

Sarah Virginia Grafton Seal

State of Arkansas, }
County of Lee } Recd: numbered. That on this day came
before the undersigned a Justice of the Peace within and for the County
aforesaid, duly commissioned and acting, John Grafton, to me well
known as the grantor in the foregoing Deed, and that that he had
executed the same for the consideration and purposes therein men-
tioned and set forth. And on the same day, also voluntarily appeared
before me, the said Sarah V. Grafton, wife of the said John Grafton,
to me well known, and, in the absence of her said husband, declared
that she had of her own free will signed, and sealed the relinquish-
ment of dower in the foregoing Deed, for the purposes therein contained
and set forth without compulsion or undue influence of her
said husband. Witness my hand and seal, as such Justice on this
Twelfth day of November 1874. P. J. Brasher J.P.

State of Arkansas, I, F H. Govan Circuit Clerk within and for the County
of Lee

aforesaid, do hereby certify that T. J. Brasher was a duly commissioned and acting Justice of the Peace within and for the above County and State when said acknowledgement was taken.
In witness whereof I have hereunto set my hand and seal
at office this 14th day of November AD 1874.

F. H. Goran
Seal
Circuit Clerk

John B. Martin and
Mariah L. Martin

To } Deed.

Richard A. Martin

Filed for Record Jan 23rd 1875 at 11 AM

Recorded January 23rd 1875

This Indenture made and entered into
this 14th day of January AD 1875 between John B. Martin &
Mariah C. Martin his wife of the first part and Richard A
Martin of the second part all of the County of Madison and
State of Mississippi. Witnesseth That for and in consideration of
the sum of three hundred and twenty dollars to them in
hand paid the receipt whereof is hereby acknowledged the party
of the first part hath this day bargained, granted sold and
conveyed unto the party of the second part and by these presents
do bargain, grant, sell and convey with the appurtenances
accrued a certain tract of land lying and being in the
County and State aforesaid bounded and described as follows
by all of that portion of the 16th of Section 25, Range 3 East,
Township 12. lying west of Bol's Ferry & Carlton Road containing
14 acres more or less and eighty acres off the North end of the
aforesaid 1/4 section. Township & Range commencing at the Western
boundary of the aforesaid road To have and to hold the same
with the appurtenances accrued for himself, his heirs, executors
administrators & the party of first part do warrant and de-
fend the title of said premises unto the party of the second
part against themselves, their heirs, executors, administrators
& against the claim or claims of any and all persons whom-
soever forever In testimony whereof the party of the first part
hath the day and date hereof set their hands and seals affixed
their seals

J. B. Martin *Sealed*

Witnesses A. H. White

Mariah L. Martin *Sealed*

T. J. Grafton

A. F. Grafton

The State of Mississippi Personally appeared before me E S Jeffreys
Madison County ^{J. P.} Clerk of the Chancery Court the above named
T. J. Grafton one of the subscribing witnesses to the foregoing deed,

who being first duly sworn, depoeth and saith that he saw the above named J. B. Martin & Macrina C. Martin whose names are subscribed thereto upon seal and deliver the same to the above named Richard A. Martin, that he this deponent, subscribed his name as a witness thereto, in the presence of the said J. B. Martin & Macrina C. Martin and that he saw the other subscribing witnesses A. K. White & A. F. Grafton before the same in the presence of the said J. B. Martin & Macrina C. Martin and in the presence of each other on the day and year therein named. Good & sufficient witness wherefore witness my hand and seal of said last this 23rd day of January AD 1875.

^{Seal} T. S. Jeffrey, Clerk.

Heirs of James White

To } Deed } Filed for Record Jan 23rd 1875 at 11 A.M.

Allen Grafton Recorded January 23rd 1875.

State of Mississippi } This Indenture made and executed this concluded
Madison County } this the 4th day of January AD one thousand
eight hundred and seventy five between Martha J. Martin, John White
Samuel Moore & wife Ann L. Moore & A. K. White & wife Rachel White
parties of the first part and Allen Grafton of the second part; all
of the County and State aforesaid except Sam Moore & wife Ann
L. Moore (County Leake) witnesseth, that the said parties of the first
part for and in consideration of the sum of six hundred dollars
(\$600.00) to them in hand paid the receipt whereof is hereby acknow-
ledged, have bargained, sold, aliened, and conveyed and by these
present do bargain, sell, alien and convey all that certain
tract or parcel of land lying and situated in the County aforesaid
above aforesaid and more particularly known and described as
the $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{4}$ of $\frac{1}{4}$ & $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{4}$ and $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{4}$ all of Section 30 Township 12 Range 4 East containing by
approximation more or less one hundred acres (100) unto the said party
of the second part his heirs and assigns forever. To have and to
hold together with all and singular the appurtenances and
hereditaments thereunto belonging or any wise appertaining
therewith. And the said parties of the first part do by these
present covenant and agree for themselves, their heirs, executors
and administrators to warrant and forever defend the right
and title to the said described tract of land unto the said
party of the second part his heirs against the legal claims
of any and all persons claiming or to claim the whole or any
part of the same. In testimony whereof we the parties of the first
have hereunto annexed our hands and seals on the day and date

first above mentioned. Martha J. Martin
Witnesses: J.B. Martin John ^{his} wife
J.F. Dick S. J. Moore
P. J. Grafton Ann L. Moore
A. R. White

Seal
Seal
Seal
Seal
Seal
Seal

The State of Mississippi }
Madison County } Personally appeared before me, C. L. Jeffrey,
Clerk of the Chancery Court. P. J. Grafton one of the subscribing witnesses
to the foregoing deed who being first duly sworn deposed and said that
he saw the above named Martha J. Martin, John White, S. J. Moore, Ann L.
Moore, A. R. White & Rachel White whose names are subscribed thereto sign
seal & deliver the same to the above named Allen Grafton that he
the deponent subscribed his name as a witness thereto in the pre-
sence of the said Grafton and that he saw the other subscribing
witnesses J. B. Martin & J. F. Dick sign the same in the presence of
the said Grafton and in the presence of each other on the day &
year thereon named. In testimony whereof he did sign and seal
said of said Court this 23rd day of January AD 1875.

Seal C. L. Jeffrey Clerk

H. W. Payne

To Mortgage Filed for Record Jan 18th 1875 at 4 P.M.

Kelly & Murphy Recorded January 23rd 1875

Canton Miss. Know all men by these presents
To secure to Kelly and Murphy for a buggy bought the 27th of
June 1874, for the sum of one hundred and thirty dollars payable
five months after date of purchase and the said sum to bear
ten per cent per annum until paid and for the further
security of both principal and interest I, H. W. Payne of the first
part do give to Kelly and Murphy of the second part a lien
on the one horse side spring buggy and one brown mule four
years old by name Kit. The interest to be rated from Nov 27th
1874, which is five months after date of note. The above amount
and interest to be paid in full the 1st day of Dec 1875.
If not, the above specified property to be sold ten days after
maturity of the within mortgage or less this January 11th
1875. State of Mississippi H. W. Payne
Madison County

Witness. P. W. Birmingham

The State of Mississippi } This day personally appeared before the
Madison County } undersigned Clerk of the Chancery Court
of said County, H. W. Payne, who acknowledged that he executed

signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes herein mentioned as his act and deed, given under my hand and seal of office at Cawton this 18th day of January A.D. 1845.

(Seal) L. S. Jeffrey Clerk
By H. R. C. Maxwell, Esq.

Rufus Smith & wife

To } Deed of Trust,

John Whelaw &
P. S. Smith & wife
John R. Hargan

Filed for Record January 19th 1845 at 3 P.M.

Recorded January 23rd 1845.

This deed of trust made and entered into this the 19th day of January A.D. 1845 between Rufus Smith and Caroline Smith his wife John Whelaw and John R. Hargan is to witness that the said Rufus Smith is indebted to the said John R. Hargan in the sum of eleven hundred and nine dollars for supplies & money advanced and to be advanced to him during the present year as evidenced by his promissory note of even date herewith and falling due the 15th day of October 1845 and the said Smith and Caroline his wife being willing to secure the said Hargan in the prompt payment of said note at maturity have on the day of the date hereof bargained, sold, aliened and conveyed and by these presents do bargain, sell, alien & convey to the said Whelaw the 8 1/2 of the 177 1/4 of Section herein in Township two of range five East in Madison County Missississippi and hereby sell to the said Whelaw the following Stock to wit three mule Pet, Pugon & Rit and one bay horse and four cows and calves & lot of hogs and hereby sell and convey to the said Whelaw all the crop of cotton, corn, fodder, pease & other crops to be grown by the said Rufus & Caroline Smith during the present year but this deed is made in trust to secure the payment of the above debt and should the same be paid at maturity then this deed is to be void but if the said note should remain unpaid after maturity it shall be the duty of the said Whelaw to advertise the real estate hereby conveyed for thirty days and the personal property for ten days by written posters and sell the same in front of the court house in Cawton for cash to the highest bidder and apply the proceeds to the payment of the above debt. It is further agreed and understood that if the said Whelaw should die before the powers of this deed trust are executed or should fail from any cause to perform the duties of trustee that the said Hargan may appoint some other person in writing to act as trustee whose acts when done shall be as valid and binding as if done by the said

Whelan. In testimony of which this deed is signed, sealed and delivered. the day and year aforesaid. Rufus Smith ^{Seal}
 The State of Mississippi) Caroline Smith ^{Seal}
 Madison County } Before me, J. W. Downs, an acting justice
 of the peace for said county, this day came Rufus Smith whose
 name appears to the foregoing deed, who acknowledged that
 he signed, sealed and delivered said deed as his own voluntary
 act and deed and at the same time came Caroline Smith
 wife of said Rufus, who on an examination by me separate and
 apart from her said husband acknowledged that she signed, sealed
 and delivered said deed as her own voluntary act and deed
 without any fear threat or compulsion from her husband on
 the day of the date hereof. Given under my hand and seal
 this 19th day of January A.D. 1845.

J. W. Downs ^{Seal}

Justice of the Peace

G. P. Penruiter

To } Deed. Filed for Record January 19th 3 P.M. 1845.
 Rufus Smith Recorded January 23rd

This Deed made and entered into this 19th day
 of Jan'y A.D. 1845, between G. P. Penruiter and Rufus Smith of
 Madison County in the State of Mississippi. Testifies That
 for and in consideration of the sum of five hundred and
 fifty dollars paid by the said Rufus Smith the receipt of
 which is hereby acknowledged the said G. P. Penruiter has on
 the day of the date hereof bargained, sold, aliened and
 conveyed and by these presents does bargain sell, alien and
 convey to the said Rufus Smith; the $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec 13
 T10. R 5. East in Madison County Miss. To have and to hold
 to the said Smith his heirs and assigns forever and the
 said Penruiter covenants and agrees with the said Smith
 that he is seized in fee of said lands and that he will
 warrant and defend the title thereto against the just claim
 of all persons. In testimony of which this deed is signed
 sealed and delivered the day and year aforesaid
 The State of Mississippi) G. P. Penruiter ^{Seal}

Madison County } Before me, J. W. Downs, an acting justice
 of the peace for said county, came G. P. Penruiter whose name
 appears to the foregoing deed, who acknowledged that he
 signed, sealed and delivered said deed on the day of the
 date hereof as his own voluntary act and deed and for

the purposes: wherein specified. Given under my hand and seal
this 19th day of Jan'y AD 1875. J. W. Bowens Esq.
Justice of the Peace.

✓ William N. Bledeco &
Martha T. Bledeco, his wife.
To J. A. Campbell & Calhoun Trustees
To secure J. W. Scott.

Filed for Record January 19th 1875 at 4 P.M.

Recorded January 25th 1875.

This Trust Deed executed this 19th day of
January 1875, by William N. Bledeco
and Martha T. Bledeco, his wife, of Madison County, State of Mississippi

the grantors, to J. A. P. Campbell and A. S. Calhoun, of said County &
State trustees, to secure J. W. Scott, the beneficiary of Lafayette County

in said State, as follows, that whereas said William N. Bledeco
owes said Scott, Nine hundred, sixty four and $\frac{4}{5}$ (896 $\frac{4}{5}$) dollars.

underwritten by his note of this date, to said Scott, or order, due on
the first day of January AD 1876 for money this day loaned

him by said Scott and bearing interest at the rate of twelve
per centum per annum, after maturity, until paid. Now, in order

to procure the payment of said note and any accrued interest
the said grantors, the said wife being joined for the sake of convenience

having granted, bargained and sold, and hereby grants, bargains and sells,
aloes and doth convey unto the said trustees that lot of land, with all

its improvements, situate in the city of Canton in said County of Mad-
ison and State aforesaid, described as follows: viz. Beginning at the

south-east corner of a lot owned by C. A. Frost on Union and Academy
Streets, west of Union Street and south of Academy Street; thence south

along said Union Street 125 feet thence west 400 feet thence north
125 feet thence back 400 feet to the beginning. This conveyance to be

voted, however, if said note shall be paid when due, but in default
of the payment of said note, said trustees, or either of them, or any

person lawfully appointed by the holder of said note may sell
said property in front of the Court House door of said Madison

County, on any Saturday or Monday between the hours of 11 o'clock
A.M. and 4 o'clock P.M., at auction, to the highest bidder for cash, after

advertising the time, place and terms of such sale, with descrip-
tion of the property to be sold by posting a written or printed

notice thereof on the said Court House door for ten days preceding
the day fixed for such sale, and out of the proceeds of the sale.

The said trustee shall pay, first, the expenses of the execution of
this trust, and then the sum, principal and interest due on said

note, and any balance to the said William N. Bledeco or his personal
representatives and shall make no fee simple deed of said property

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1875

to the purchaser. It is further a part of this deed that the buildings on said land shall be kept insured for the benefit of said Scott, and should said grantors fail to keep insurance thereon to the amount of said note, the said Scott may insure at their expense the sum to paid by him for insurance to be refunded by the acting trustee out of the proceeds of the sale within our hands and seal hereunto the day and year first hereinbefore written

To W. Bleedsoe ^{Deed} Seal

State of Mississippi } M. P. Bleedsoe ^{Seal}

Madison County } Personally appeared before me, E. J. Jeffrey, Clerk of the Chancery Court of said County, the within named Mr. W. Bleedsoe and Mrs P. Bleedsoe his wife, who severally acknowledged that they signed, sealed and delivered the foregoing and annexed deed as their own act and deed and the said Mr. P. Bleedsoe upon a private communication by me made, separated and apart from her said husband acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, without any fear, threats or compulsion of her said husband. Given under my hand and seal of said Court, this 19th day of January AD 1845.

E. J. Jeffrey Clerk

By R. C. Bennett. D.L.

R. J. Ross (Sheriff)

To { Deed. } Filed for Record Jan 20th 1845 at 2 P.M.

G. R. Singleton } Recorded January 26th 1845

This Indenture, made this Fourth day of January eighteen hundred and seventy-four, Between R. J. Ross, Sheriff of Madison County and State of Mississippi of the one part and G. R. Singleton of the other part. Whereas the said R. J. Ross as such Sheriff having levied on the lands herein described as the property of James Dickens by virtue of process of execution and to satisfy the amount thereof, namely: One wit of Alas F. T. a. issued from the Circuit Court of Madison County on the tenth day of April 1844, and returnable on the Fourth Monday of September 1844, an abstract of which is as follows, to wit:

Number	Style of Suit	Date of Judgment	Amt of Judgment and Costs	Remarks
12145.	Appleton, Troy vs. H. C. S.	20 th day Feb 1843.	\$ 264 ³⁶ / ₁₀₀	
	James Dickens			
	C. H. Dickens			
	J. L. Henderson			

against the goods, lands &c of said defendants and having advertised the day and place of sale, for a period of three weeks in a public newspaper called the "Courtland Herald", did on the First^{mon} day of May 1874 it being the Fourth day of said month, at the Court-house of said County of Madison, according to law, expose the said lands to public outcry for cash, and then and there G.R. Singleton became the highest bidder & purchaser thereof, at and for the sum of One dollar and fifty cents which G.R. Singleton then and therupon presently paid to R.J. Ross as such Sheriff, therefore the said R.J. Ross, Sheriff as aforesaid, in consideration of the premises, does hereby bargain, sell, grant, alien, enfeoff and convey to paid G.R. Singleton the lands so sold, described as follows, to wit, The interest of James Dickins in the 1/2, 1/2, Sec 1; 1/2, 1/2, 1/4 & 1/4 sec 2; 1/2, 1/2, 1/4, Sec 3; 1/2, 1/2, 1/4 less 22 A' out of Ward 4, 1/2, 1/2, 1/4, Sec 10, 1/2 Sec 11; 1/2, 1/2, 1/4 & 1/4, 1/2, 1/4 & 1/4, Sect 12; 1/2, 1/2, 1/4, 1/2, 1/2, 1/4, Sect 13; all in Township S. R. 3 East and also Lot No^o 7 sec 18 in Township S. R. 4 E, to have and to hold the lands aforesaid, with the appurtenances thereto belonging to the said G.R. Singleton and his heirs and assigns forever; and the said R.J. Ross as Sheriff aforesaid, does warrant and will defend the same to said G.R. Singleton and his heirs &c, free from quest of the eight, title and interest to the said G.R. Singleton both in law and in equity, and of all and every one claiming, or to claim, under or through him so far as he, the said Sheriff, by virtue of the process, proceedings, sale and purchase aforesaid, and the law in such case law or may warrant and defend; but only officially and in no other manner or degree whatsoever. In testimony whereof the said R.J. Ross, as Sheriff aforesaid, hereunto set his name and seal, on the day and year first aforesaid.

R.J. Ross. Sheriff. *[Signature]*

The State of Mississippi

Madison County. This day personally appeared before the undersigned, Clerk of the Chancery Court of said County, R.J. Ross Sheriff, who acknowledged that she executed, signed, sealed and delivered the above deed on the day and year aforesaid and for the purposes therein mentioned as his act and deed. Given under my hand and Seal of office at Courtland, this 4th day of May AD 1874

[Signature]

E.S. Jeffrey, Clerk.

Elizabeth Stone

Jesse M. Stone

To quit claim deed

Solomon Habbert and

Durham P. Kennedy

Filed for Record Jan 20th 1875 at 9 a.m.

Recorded January 25th 1875.

Know all men by these Presents That Elizabeth Stone and Jesse M. Stone her husband of Madison

County, State of Mississippi in consideration of the sum of one dollar in hand paid by Solomon Harbert and Durham F. Keeney residing in Chicago Illinois, the receipt whereof I do hereby acknowledge do demise, release and forever quit claim unto the said Solomon Harbert and Durham F. Keeney their heirs and assigns all that parcel of land now in possession of the said Elizabeth Stone and James M. Stone her husband situated in the County of Madison, State of Mississippi bounded and described as follows - The SE 1/4 of T. 8. R. 3. L. Rec. 30. To have and to hold the aforesaid premises with all the privileges and appurte- nances to the said marriage belonging or pertaining to the said Solomon Harbert and Durham F. Keeney their heirs or assigns to their sole use forever so that neither we nor any heirs nor any persons or persons claiming or demanding any right shall at any time hereafter by any way or means have claim or demand any right or title to the aforesaid premises or to any part or parcel thereof In witness whereof we have on this 28th day of November 1874 set our hands and seals.

Elizabeth Stone. *Seal*

State of Mississippi} Jesse M. Stone. *Seal*

Madison County. } Personally appeared before me, C. S. Jeffrey Clerk of the Chancery Court of said County, the within named Elizabeth Stone wife of James M. Stone, who acknowledged that she signed sealed and delivered the foregoing and aforesaid deed as her own act and deed. And the said Elizabeth Stone upon a private examination by me made, separate and apart from her ^{said} husband, acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, without any fear, threats or compulsion of her husband Given under my hand and seal of said Court the 28th day of November A.D. 1874

State of Illinois} *Seal* C. S. Jeffrey Clerk.

Cook County. } This day personally appeared before me, George P. Graham, the undersigned, a Notary Public in and for the City of Chicago in the county and State aforesaid. Jesse M. Stone who is personally known to me as the same person described in the foregoing deed, acknowledged he executed the same as his free and voluntary act and deed for the uses and pur- poses therein set forth. Witness my hand and notarial seal at the city of Chicago in said County this 12th day of December A.D. 1874. *Seal* Geo. P. Graham.

Notary Public

Samuel Nicholson

To } Deed of Trust

C. W. Andrew Purlee

To James Mayson & Sanders

} Filed for Record Jan 20th 1845 at 3 P.M.

Recorded January 25th 1845.

This Deed made the 20th day of January AD 1845, by Samuel Nicholson to C. W. Andrews to secure Mayson and Sanders in the payment of Two hundred and twenty dollars, which the said Mayson & Sanders has promised and agreed to furnish the said Samuel Nicholson to enable the said Saml. Nicholson to carry on a plantation or farm in Madison County during the year AD 1845, without. That in consideration of the indebtedness incurred and in consideration of the advances to the said Samuel Nicholson by the said Mayson & Sanders this day made in provisions and supplies to the amount of Two hundred & Twenty dollars, and in consideration of the advances hereafter to be made by said Mayson & Sanders to said Samuel Nicholson, the said Samuel Nicholson hereby grants, bargains, sells, alienes and conveys to the said C. W. Andrews party of the second part, One (1) Bay Mare & (1) One gray horse, same bought this day of the parties of the third part, also the crop of Cotton, Corn, Fodder, Potatoes & that the party of the first part may raise or cause to be raised this year 1845, and the crop of cotton, corn, fodder, peas, potatoes and whatever else may be grown by the said Saml. Nicholson for his use, on any land during the year 1845, or any subsequent year until said indebtedness is discharged. And it is agreed and understood between the parties that said indebtedness here incurred and to be incurred under this contract, shall be due and payable on the 1st day of October AD 1845. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said C. W. Andrews or any one he or said Mayson & Sanders may appoint, to seize where ever found, and to sell at the door of the Court-house of Madison County, Mississippi, at public outcry, to the highest bidder for cash, after 10 days notice in writing posted at the court-house door, any or all of such property, as may be necessary to execute this trust, and out of the proceeds to pay said money so due to said party at the time of sale, and the remainder, if any to be paid back to said Samuel Nicholson. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said Samuel Nicholson hereby consents to and accepts that is to say the said Samuel Nicholson is to have in Cotton by the 1st day of October 1845 such an amount of cotton as will fully pay off said indebtedness, besides cost of this instrument, and in case said indebtedness is not paid at maturity, then the said

Samuel Nicholson to pay said Mayron and Landers, 2½ per cent on the whole of said indebtedness, which is agreed on as liquidated damages in case of the non performance of the allegations herein and to the end that this deed may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi entitled "An Act for the encouragement of Agriculture," approved February 18th 1867, it is further to witness that the indebtedness above mentioned is for plantation supplies for the year AD 1845, to enable said Samuel Nicholson to operate and carry on a farm or plantation in Madison County, Mississippi, during said year, to become due, as aforesaid, it is agreed that it shall constitute a prior claim, according to said law, upon said crop of cotton, corn, and all other produce of said farm - it being the intent of this deed that the said Mayron & Landers shall have all the rights and benefits to be derived from this instrument as a Deed of Trust, as well as a contract under the above entitled Law In witness whereof the said Samuel Nicholson, has affixed his name and seal to this deed, this the 20th day of January AD 1875.

The State of Mississippi) Samuel Nicholson ^{Seal}

Madison County. This day personally appeared before the undersigned, Clerk of the Chancery Court of said County, Samuel Nicholson, who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned as his act and deed. Given under my hand and seal of Office, at Canton, this 20th day of January AD 1875.

C. S. Jeffrey Clerk

Seal
By W. R. C. Brewell, Q.C.

William Harton)

To I. Deed of Trust)

A. A. Simmes Trustee)

To secure H. B. Luckett)

Filed for Record Jan 20th 1875 at 5 P.M.

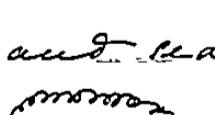
Recorded January 25th 1875

This Indenture made and entered into this the 19th day of January AD 1845 between William Harton of the first part to W. A. Simmes, trustee of the second part, to secure H. B. Luckett of the third part all of the County of Madison, State of Miss. Whereas the said William Harton party of the first part is justly indebted to the said party of the third part, bearing in the sum of one hundred and thirty two dollars, which said sum is due and payable on the 1st Oct: AD 1845, as evidenced by the promissory note of the said party of the first & payable to the said party of the third part bearing even date with this deed, for land rent during the year 1845, also another pro-

The State of Wisconsin } This day personally appeared before the
Linnerton County } said Sheriff and Clerk of the Chancery Court of
said County, H B Lockett, who acknowledged to me he executed,
signed, sealed and delivered the above and subsequent on the day
and year aforesaid, for the purpose herein mentioned as his act & deed
given under my hand & seal of Office this 27th day of June A.D. 1875

monetary note of the said party of the first & payable to the said party
of the third part bearing full date with this deed for twenty-five dollars.
This last mentioned note is for merchandise to be furnished to the
said first party by the said third party, according to his A/c book for
the year 1845. Now in consideration of said indebtedness incurred
upon a promise to make this deed, the said first party hereby grants,
bargains, sells and conveys to the said second party above named
for the uses and purposes herein mentioned the following described
property to wit - One black horse named "Ball" and the crop of
Cotton, corn and fodder to be planted and raised during the
year 1845, and if on the 1st Oct^o Ad 1845, the said indebtedness
shall not have been fully discharged, it shall be lawful for the
said second party, or any one he or said third party, or the
executor, or administrator of said third party - may appoint
to seize wheresoever found and however may be necessary and
sell at the door of the Court-house in the City of Canton, County
of Madison, State of Mississippi at public outcry to the highest
bidder for cash after ten days notice in writing posted at said
Court-House door, and/or all of said property as may be neces-
sary to execute this trust and out of the proceeds to pay said
money so due, to said third party at the time of sale besides
cost of action recording this instrument, and the remainder
if any, to be paid to the said first party. In witness whereof
the said first party has affixed his name & seal to this deed
on the day and year first above written.

accept the trust Dr. A. Seumes. Justice } William ^{his} Harton Scaline
marks

The State of Mississippi } This day personally appeared before the
Tatevin County } undersigned, Clerk of the Chancery Court of
said County, Wallace Harlow, who acknowledged that he executed, signed,
sealed, and delivered the above Deed on the day and year aforesaid
and for the purposes therein mentioned as his act and deed.
Given under my hand and seal of Office, at Cambon this 20th
day of January AD 1875. 
E. L. Jeffrey Clerk.

Osborne Luckett

Part 3: Deed of Trust

Filed for Records Jan 20th 1875 at 5 P.M.

St. A. Stevens, Priest

Recorded January 25th 1870.

Pocumtuck H. B. Luckett

Thus, indentures made and entered into this the

12th day of January

Ad. 1845, between Deborah Luckett of the first part

1. *for 1st*

tee of the second part to secure H. B. Luckett of

If the wind blows

The County of Madison, State of Mississippi.

This 20th day of January A.D. 1845
Madison County Chancery Court of said County A.D. 1845
Witnesseth. That whereas the said Osborne Luckett party of the first
part, is justly indebted to the said party of the third part in the
sum of one hundred and thirty six dollars which said sum is
due and payable on the 1st Oct^o A.D. 1845 as evidenced by the
promissory note of the said party of the first part payable to
the said party of the third part bearing same date with this
deed for funds spent during the year 1845, also another promissory
note of the said party of the first part payable to the said party
of the third part, bearing same date with this deed for one
hundred and twenty five dollars. This last mentioned note
is for merchandise to be furnished to the said first party by
the said third party according to his account book for the year
1845. Now in consideration of said indebtedness, incurred upon
a promise to make this deed the said first party hereby grants,
bargains, sells and conveys to the said second party above named
for the uses and purposes herein mentioned the following de-
scribed property to wit. One dark brown marr mule named "Beek"
and the crop of Cotton, Corn, & Fodder to be planted & raised during
the year 1845, and if on the 1st Oct^o A.D. 1845, the said indebtedness
shall not have been fully discharged it shall be lawful for the
said second party, or any one he or said third party or the executor
or administrator of said third party, may appoint, to seize
wherever found and however may be necessary to sell at the door
of the Court house in the City of Canton, County of Madison
State of Mississippi, at public outcry to the highest bidder for
each after ten days notice in writing, posted at said Court house
door, any or all of said property as may be necessary to ex-
ecute this trust and out of the proceeds to pay said money so
due to said third party at the time of sale besides cost of
court, recording this instrument and the minuets if any
to be paid to the said first party. In witness whereof the
said first party has affixed his name and seal to this deed
on the day and year first above written.

Accept the Res. W. A. Sumner Justice } Osborne Luckett Seal
mark

The State of Mississippi } This day personally appeared before the
Madison County } undersigned Clerk of the Chancery Court
of said County Osborne Luckett who acknowledged that he executed,
signed, sealed and delivered the above Deed, on the day and year
aforesaid and for the purposes therein mentioned as his act & deed
Given under my hand & seal of office at Canton this 20th day of January
A.D. 1845.

Seal.

To J. Jeffrey Clerk
By H. R. Esq. Esq.

This 20th day of January A.D. 1845
Madison County Chancery Court of said County A.D. 1845
witnessed that the record of this instrument was made on the day and year
aforesaid on the day and year aforesaid and for the purposes
herein mentioned as his act & deed
Given under my hand & seal of office at Canton this 20th day of January
A.D. 1845.

Seb. Luckett

Po^r Deed of Trust

W T Summers Trustee

To secure H B Luckett.

Filed for Record Jan^t 20th 1845 at 5 P.M.

Recorded January 25th 1845.

This indenture made and entered into this the 19th day of January A.D. 1845, between Seb. Luckett of the first part to W T Summers, trustee, of the second part to secure H B. Luckett, of the third part all of the County of Madison, State of Mississippi witnesseth That whereas the said Seb. Luckett party of the first part is justly indebted to the said party of the third part in the sum of two hundred and six dollars which said sum is due and payable on the 1st Oct^t A.D. 1845 as evidenced by the promissory note of the said party of the first and payable to the said party of the third part bearing even date with this deed, for lands rent during the year 1845, also another promissory note of the said party of the first & payable to the said party of the third part bearing even date with this deed for one hundred dollars, the last mentioned note is for merchandise to be furnished to the said first party by the said third party according to his a/c book for the year 1845 - Now in consideration of said indebtedness incurred upon a promise to make this deed, the said first party hereby grants, bargains, sells and conveys to the said second party above named, for the uses and purposes herein mentioned, the following described property to wit - One bay mare mule named "Kit" and the crop of Cotton Corn, and fodder to be planted and raised during the year 1845, and if on the 1st Oct^t A.D. 1845, the said indebtedness shall not have been fully discharged, it shall be lawful for the said second party, or any one he or said third party - or the executor or administrator of said third party - may appoint to seize wherever found and however may be necessary and sell at the door of the Court House in the City of Canton, County of Madison, State of Miss at public outcry to the highest bidder for cash after ten days notice in writing posted at said Court House door, any or all of said property, as may be necessary to execute this trust and out of the proceeds to pay said money so due to said third party, at the time of sale, besides cost of ack. & recording this instrument and the remainder, if any, to be paid to the said first party In witness whereof the said first party has affixed his name and seal to this deed on the day and year first above written

I accept the trust
W T Summers, Trustee

his
Seb. Luckett
mark.

The State of Mississippi. This day personally appeared before the Madison County } indinguished Clerk of the Chancery Court of said County, John Luckett who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid and for the purposes therein mentioned as his act and deed. Given under my hand and seal of office, this 20th day of January A.D. 1845.

Seal

J. S. Jeffers. Clerk

By H. R. C. Brewell. Esq.

E. S. Porter
To: Deed of Trust } Filed for Record Jan 26th 1845 at 9 AM
Wm. Barker, Trustee } Recorded January 26th 1845
To receive A. Virden } This Indenture made and entered into between Edward S. Porter of the first part, Alexander Virden of the second part and William Barker Trustee of the third part, witnesseth. That the party of the first part conveys the property hereinafter mentioned for and in consideration of one dollar to him in hand paid, and for the further consideration that the party of the second part has agreed to advance to him during the present year money and supplies to and in raising and producing the crop herein conveyed to an amount which the said party of the second part shall deem it safe in so doing, not exceeding however the sum of Four Hundred (\$400⁰⁰) which said advances are to be due and payable to the said party of the second part, at his store in Jackson on the first day of November A.D. 1845. Now therefore in consideration of the aforesaid promises, the said Edward S. Porter party of the first part, hereby gives, grants, bargains, sells and conveys unto the said party of the third part, as Trustee, the following property being in the County of Madison, and the personally being situated therein, to wit: Two (2) Yoke of oxen, One (1) Black horse mule named "Jim", One (1) brown colored mare mule named "Mose", One (1) wagon, 2 miles 4 head of cattle now owned by the party of the first part and being now and used by said party of the first part on a plantation in said County, and wherein he resides, also all the crop of corn, fodder and cotton which may be raised during the year 1845 on said plantation, and if any part of said plantation shall be leased to other parties, then all the rents and all the securities therefor, which said party of the first part may have, or take, or in anywise be entitled to. And the party of the first part agrees and contracts with the said Trustee that he will take good care of, and protect said personal property, and will not dispose of, or remove the

same, until the debt herein secured shall be fully paid off and discharged. And further, That the said party of the first part will plant said plantation, on One hundred and thirty five (135) acres thereof in corn and cotton, and will cultivate the same, and gather in due time the crops so produced; and if the said party of the second part shall die, that his security hereinunder is undeviated by the failure of the party of the first part to cultivate, and gather, and prepare for market, said crop. Then said Trustee, at the request of the party of the second part, may employ labor to cultivate, gather and prepare for market said crop, and the expenses thereby incurred shall be a lien on said crop, and entitled to satisfaction out of the same before the advances herein-made; and if said expenses shall be paid by Alexander Tindew right in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, That the party of the third part shall take possession of, and sell said crop, and personally, to pay said debt or advances; if the same be not paid at maturity, and he shall have power to take possession of, and sell the same at any time if the said party of the first part shall sell, or dispose of, or remove, any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson, on ten days notice thereof, made by posting said notice at three public places in said City, or of said Trustee and said party of the first part shall agree thereto, said Cotton may be shipped to a commission merchant for sale in New Orleans La. It is further understood and agreed, that if said Trustee shall die, or remove from the County, or otherwise neglect to act, Alexander Tindew the said party of the second part may by a writing under his hand and seal, appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part; and if said party of the second part Alexander Tindew shall die, his executor or administrator, shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market, then to said debt and the surplus, if any, to said party of the first part.

Witness our hands
to seal, this 23rd day of January, 1875.

The State of Mississippi

E. S. Porter



Hinds County: This day, personally appeared before me,

a Notary Public in and for said County, the above named L S. Porter, who acknowledged that he signed, sealed and delivered the foregoing instrument as his act and deed, on the day of its date and for the purposes therein mentioned witness my hand & seal, this 23rd day of January 1845.

Seal

H H. Kellogg Notary Public

Emmett L Ross.

To Deed of Trust.

B. J. Summers Trustee

To secure Mary S. Cooper

Filed for Record Jan 21st, 1845 at 10 A.M.

Recorded January 26th 1845

This Deed of Trust made and executed this 21st day of January 1845, by and between Emmett L Ross, party of the first part, Mary S. Cooper, party of the second part, and B. J. Summers, party of the third part. Whereas the said Emmett L Ross, did assume, in the purchase of the "Canton Mail," an indebtedness of \$590- due by Garrett & Dudley to Mary S. Cooper, which was secured by Deed of Trust on the Canton Mail Office, press, fixtures etc, also by a certain Policy of Fire Insurance. And whereas on the night of the 15th August 1844, the said Mail Office, with press, fixtures &c. was destroyed by fire, and whereas the said Mary S. Cooper consented that the money paid on said Policy to the amount of five hundred and ninety dollars should go into the purchase of a new press, fixtures, etc for the Canton Mail Office (she to return all her right as to the said \$590 and as aforesaid) said Policy being taken out by said E. L. Ross for the benefit of those to whom he was indebted, and in consideration thereof further time was given to said Ross to pay said indebtedness due said Mary Cooper, now therefore in consideration of the premises the said Emmett L. Ross, sells, assigns, & transfers to B. J. Summers, the aforesaid Press and all the fixtures of the said Canton Mail Office, and all his right, title and interest therein in trust to secure the said Mary S. Cooper, in the sum of said five hundred and ninety dollars, due and payable on May 23rd 1845. Now therefore, if the said Ross shall take up and satisfy said indebtedness, then the said Mary S. Cooper, will relinquish all her right and title in and to the said Press, fixtures, etc. belonging to said Canton Mail Office, & will deed well be null and void. But if not paid at maturity, then the said Summers is empowered to take possession of said Press or presses, fixtures etc, type etc, belonging to said Canton mail office, and after giving ten days notice, by posting on the Court House door, to sell the same, or a sufficiency thereof, to the highest bidders for cash,

at public outcry before the door of said Court house in Canton,
and out of the proceeds of sale 1st to pay all costs & commissions,
2nd paid undebtedness and third to pay over any balance to said
Ross. It is further agreed that said Ross shall keep said office in
pureb. in a sufficient amount to cover said debt and for the sole
use and benefit of the said Mary S. Cooper. It is further agreed
that if from death or any other cause, the said Seimus shall fail
or neglect to execute this Trust, then the said Mary S. Cooper shall
appoint a Trustee for said purpose, and said Trustee when so
appointed, shall have all the powers herein conferred in said
Seimus. witness our hands and seals this day and year first
above written. *Emmett L. Ross Seal³*

I accept above Trust. B. J. Seimus *Seal³*
 The State of Mississippi } This day personally appeared before the
 Madison County } undersigned, Clerk of the Chancery Court
 of said County, Emmet L. Ross, who acknowledged that he executed,
 signed, sealed and delivered the above Deed, on the day and year afo-
 ried, and for the purposes therein mentioned as his act and deed.
 Given under my hand and seal of office, at Canton, this 21st day
 of January AD 1846. *Seal³ B. S. Jeffrey Clerk.*
Witness By R. A. C. Brewell. D.C.

Emily P Prichard }
To f. Deed } Filed for Record Jan 26th 1875 at 11 AM.
Montfort Jones } Recorded January 26th 1875.
 Know all men by these Presents, That this In-
 denture made and entered into this the 30th day of April AD 1874.
 by and between Emily P. Prichard of the County of Madison and
 State of Mississippi of the first part, and Montfort Jones of the
 said County and State of the second part is to witness, That
 whereas the said Montfort Jones, is desirous to receive in payment
 for a debt due by the estate of Britton L. Prichard deceased to
 him which said debt was reduced to judgment in the sum of
 $\$335\frac{86}{100}$ dollars and cents in the Madison Circuit Court on the
 15th day of October AD 1868 against John M. Foster Executor and
 Emily P. Prichard Executrix of the last will and testament of
 Britton L. Prichard deceased, the lands hereinafter set forth and
 described, therefore in consideration of the payment and full
 liquidation of said judgment debt as aforesaid and of the further
 sum of one hundred dollars this day paid the said first by the
 said second party, the first party doth by these presents bargain,
 sell, alien, enfeoff, and convey unto the said second party the following

described tract or parcels of land lying and being in the County of Madison and State of Mississippi and more fully described as follows; viz; All of section twenty except the $\frac{1}{4}$ of the $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ thereof, Township nine (9) and range four east, also lot four in section 35, Township 9 R'4 E, also the following described lot or parcel of ground lying and being in said County and State and in the City of Canton, and better described as follows, viz; commencing at the North end of Liberty Street in the year 1842, thence east 400 feet, thence North to the section line, thence East 400 feet, thence South to the beginning being the property sold by said Hamblen, Sheriff to B. P. Packard, Book 1, page 327, of the records of Madison County. To have and to hold the same unto him the said second party and his heirs and assigns forever, together with all the tenements, appurtenances and hereditaments thereunto belonging, and the said first party doth covenant to and with said second party forever to warrant and defend the title to the above described property against the claims of all persons whatsoever and against all encumbrances whatsoever in testimony whereof said first party hath hereunto set his hand and seal this the 30th day of April A.D. 1844.

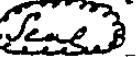
Henry P. Packard. *Sealed*

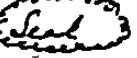
The interlineations between lines 5 & 6, to wit "also lot four in section 35, Township 9 R'4 E. made before signing, sealing, & delivery of the State of Mississippi } *Just W. Yeagans H. P.*
 County of Madison } This day personally appeared before the
 City of Canton. } undersigned, Notary Public of said City, W.
 Henry P. Packard who acknowledged that he signed, sealed and delivered the foregoing and annexed instrument, on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed. Given under my hand and seal of Office, at Canton.
 This thirtieth day of April 1844.

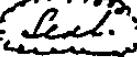
Seal *Just W. Yeagans Notary Public*

✓ S. M. Beard, M. M. Beard
and Miss Belle Beard. Filed for Record Jan 21st 1845 at 1 P.M.
P. O. Deed of Trust Recorded January 26th 1845
C. W. O'Leary, Trustee This Deed of Trust made and entered into
To secure Dr. A. Creek this 13th day of January 1845, by and between
 M. M. Beard, S. M. Beard and Miss Belle Beard, of the first part, C. W.
 O'Leary of the second part and Dr. A. Creek of the third part
 all of Madison County, Mississippi. Whereas the
 parties of the first and indebted to the party of the third part

in the sum of two hundred and forty dollars as evidenced by one promissory note bearing same date with this instrument and payable on the 1st day of January 1846, now said parties of the first part to secure said party of the third part from loss in the matter of said debt have bargained, granted, and sold and by these presents do bargain, grant, sell and confirm to the aforesaid party of the second part all their right, title, interest, property claim and demand to the following described tract of land lying and being in the County of Madison aforesaid the same being the S. 1/2, N. 1/2, E. 1/2, S. 8. 1/4, Sec. 31. T. 10. R. 4. E. and W. 1/2, N. 1/2, S. 17. 1/4, Sec. 32. T. 10. R. 4. E. said to contain 60 acres together with all and singular the improvements, hereditaments and appurtenances thereto or thereabout more bridle and saddle, also entire crop of cotton grown raised or gathered during the year 1845. That this conveyance is made upon the condition that if the said parties of the first part shall pay or cause to be paid to the said party of the third part the aforesaid sum of Two hundred and forty dollars on or before the 1st day of January 1846 then this conveyance shall be void and of no effect, but in case said parties of the first part shall fail to make said payment, then said party of the second part is hereby authorized and empowered after having given thirty days notice by handbills posted at not less than three public places in said County of Madison advertising the time and place of sale, to proceed to sell the foregoing described tract of land and property at the court-house in the City of Canton in said County to the highest and best bidder of cash for the same and to appropriate the proceeds hereof to the defraying of the expenses of executing the trust hereby created and to the payment of the aforesaid debt of two hundred and forty dollars to the party of the third part and the residue if any there be pay over to the parties of the first part and to execute all proper deeds & conveyances to the purchaser or purchasers at said sale, and in case said party of the second part shall refuse, decline or in any way fail to execute this trust the parties herein authorizing and empowring the said party of the third part to appoint any other party he may select who shall have all the powers and rights hereby conferred on the said party of the second part in witness whereof the parties have signed their names and affixed their seals the day and year first above written.

S. M. Beard 

Mrs. M. Beard 

Belle Beard 

State of Mississippi). Before me the undersigned Justice of the Peace
Madison County. ... } witnessed for said County, this day personally
appeared S. W. Beard, M. M. Beard and Belle Beard who acknowledged
that they executed, sealed, signed and delivered the appended Trust
deed as their voluntary act and freely and for the purposes therein
specified; and on the day and date thereon written witness my
hand and seal this Jan 12th 1845.

Jno. C. Pitchford, J.P. *Seal*

Mr. M. A. Booth

To } Deed. Filed for Record Jan 21st 1845 at 3 PM

Robt Gains Recorded January 26th

I know all now by these presents: That this In-
dorso made and entered into this the 12th day of January
A.D. 1845 by and between Mr. M. A. Booth of the first part and Robt.
Gains of the second part to witness. That for and in consideration
of the sum of eighty dollars this day paid by said second
to said first party said first party doth by these presents, bar-
gain, sell and convey unto the said second party the follow-
ing described tract of land lying and being in the county
of Madison & State of Mississippi, described more fully as follows:
viz., one and one-fifth acres in the S.E. corner of S $\frac{1}{2}$, N $\frac{1}{2}$, S $\frac{1}{4}$
Sec 14, Town 9 Range 3 East and four fifths of an acre lying partly
in the S.W. corner of the S $\frac{1}{2}$ of the E $\frac{1}{2}$, S $\frac{1}{4}$, Sec 14, Town 9 R. 3 E
in the N.W. corner of the N $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ Sec 20 same township and
range all lying North of the Sharon Road, also one acre more East of
and adjoining the above described tract of land, same Sect. 9 &
Range 3 to have and to hold the same unto him the said second
party and his heirs & assigns forever together with all the ten-
ments, appurtenances and hereditaments thereto belonging
in testimony whereof said first party hath hereunto set her
hand and seal the day and year first above written

M. A. Booth *Seal*

Ella Booth *Seal*

Lillie Booth *Seal*

State of Mississippi

Madison County. This day personally appeared before me
S. W. Wood, a Justice of the Peace of the County and State
aforesaid, Mr. M. A. Booth who acknowledged that she signed, sealed and delivered
the within deed on the day and year therein named as her act and
deed given under my hand and seal this the 26th day of
June 1842.

S. W. Wood *Seal*

David Fulton and)

Prudence P. Fulton) Filed for Record January 21st 1875 at 3 P.M.

To } Deed

Recorded January 21st 1875.

Jesse Ratliff)

This Indenture made and entered into this 21st day of January 1875, by and between David Fulton and Prudence P. Fulton, his wife, parties of the first part of the County of Madison and State of Mississippi and Jesse Ratliff of the County of Rankin, said State, party of the second part, witnesseth. That for and in consideration of the sum of four hundred dollars (\$400 ⁰⁰) cash in hand paid by the party of the second part the receipt whereof is hereby acknowledged, the said parties of the first part have this day bargained, sold and conveyed and do by these presents, bargain, sell and convey unto the said party of the second part the following described tract or parcel of land lying and being in the County of Madison, said State and more particularly described as follows (viz) tract; Lots Nos. 2, 7 & 8 Sect 16, Tq Range 4 East together with all the privileges and appurtenances thereunto belonging to have and to hold unto the said party of the second part his heirs and assigns forever. And the said parties of the first part hereby bind themselves to warrant and forever defend the title to the above-described land against the claims or demands of any and all persons whatsoever in testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.

David Fulton

Seal

Prudence P. Fulton

Seal

State of Mississippi)

Madison County)

Personally appeared before me, G. S. Jeffrey, Clerk of the Chancery Court of said County, the within named David Fulton and Prudence P. Fulton his wife who severally acknowledged that they signed, sealed and delivered the foregoing and aforesaid deed as their own act and deed. And the said Prudence P. Fulton, upon a private examination by me made, separate & apart from her said husband, acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, without any fear, threats, or compulsion of her husband. Given under my hand and seal of said Court, this 21st day of January A.D. 1875.

Seal

G. S. Jeffrey Clerk.

J. J. Alworth } Filed for Record. Jan 21st 1875 at 2PM
 To } Deed claim Deed } Recorded January 26th 1875
 J. J. Richards } State of Mississippi Madison County } Know all
 men by these presents, that I, J. Jefferson Alworth for and in con-
 sideration of ten dollars to me in hand paid by J. J. Richards,
 whereof receipt acknowledged, have released and quit-claimed and
 these presents release and quit-claims unto from the said J. J.
 Richards, all my right title interest and claim in or to the
 following described land now in possession of Benjamin Gluck
 to wit, 1^r/₂ of NE 1/4 & NW 1/4 & SW 1/4 of SE 1/4 Sect. 22 Township 9 R 2 E
 estimated at 320 acres more or less. To have and to hold and
 ansius forever. Witness my hand and seal this the 21st day of
 January 1875. J. J. Alworth Seal
 The State of Mississippi } This day personally appeared before the
 Madison County } undersigned, Clerk of the Chancery Court
 of said County, J. J. Alworth, who acknowledged that he executed
 signed, sealed and delivered the above Deed, on the day and year
 aforesaid and for the purpose therein mentioned given under my
 hand and seal of office at Canton, this 21st day of January
 A.D. 1875. E. S. Jeffrey Clerk
Seal. By H. R. C. Benwell Jr.

Samuel B. Harris }
 Nancy J. Harris, his wife. } Filed for Record. Jan 21st 1875 at 2PM
 To } Deed of Trust } Recorded January 26th 1875
 C. W. Andrews, Penilee } State of Mississippi } This Indenture made
 To secure Mayson & Landers. } Madison County } and entered into this
 the 18th day of January 1875, between Samuel B. Harris and his
 wife Nancy J. Harris of the first part and Charles W. Andrews
 of the second part and J. R. Mayson and D. C. Landers, composing
 the firm of Mayson and Landers of the third part
 witnesseth That the said parties of the first part are justly
 indebted to the parties of the third part in the sum of eleven
 hundred and forty-one $\frac{5}{10}$ Dollars as evidenced by their pro-
 missory note of this kind and date. And that whereas
 the said parties of the third part have undertaken to supply
 the said parties of the first goods, money, wares and merchandise
 during the year 1875, to the amount of eight hundred Dollars
 from this date to the 1st day of October A.D. 1875, the said money
 goods, wares, and merchandise being for plantation supplies
 and necessities and wearing apparel, and that whereas
 the said parties of the first part are desirous of securing to

the said parties of the third part the prompt payment of the
 said indebtedness at the maturity thereof and for the advance of
 supplies on or before the 1st day of October ad 1845. Now, therefore, In
 consideration of the premises as well as for and in consideration of
 the sum of ten dollars in hand paid by the said party of the
 second part to the said parties of the first part (the receipt whereof
 is hereby acknowledged) the said parties of the first part have
 granted, bargained and 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 estate, lying and being in the County
 of Madison, and State of Mississippi to wit; the N.th 1/2 (West 1/2), East 1/2,
 + East 1/2, of S. W. 1/4, Section 30, the N.E. 1/4, & East 1/2, N.W. 1/4 and all
 South East 1/4 lying North of Road in Section 31. Township 9. Range
 2. East. All N.E. 1/4 and S.E. 1/4 lying North of Road Section 32.
 Township 9. Range 2. East, containing 160 acres, more or less, also 2
 Horses six mules, forty head of cattle, 3 yoke oxen, 40 head of
 sheep, 1 ox wagon & 1 mule wagon now on the place of S. B. Harris
 also all the crop of corn, cotton, fodder, potash &c that the said
 parties of the first part may have or cause to be raised this
 year 1845. Potash 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 these
 terms and conditions, that is to say, that the said parties of the
 first part shall have in law in Mississippi by the first day of
 October 1845 such an amount of cotton as will fully pay off the
 indebtedness incurred herein and in case the said parties of the
 first part shall fail or refuse to pay to the said parties of the third
 part and their assigns the amount of said indebtedness or
 before the maturity thereof, and all interest which shall accrue thereon
 and the cost of this Deed, then the said party of the second part
 or the executors of him may and shall enter into and take pos-
 session of said real and personal estate and sell the same or so
 much thereof as may be necessary, before the Court House door in
 the City of Canton at public auction to the highest bidder for
 cash, after giving ten days notice of the time and place of
 sale by advertising in some newspaper published in said County,
 or by posting advertisement thereof in one or more convenient
 public places therein and to convey the estate so sold to the
 purchaser or purchasers thereof by proper instruments of convey-
 ance, and from the proceeds of said sale, the said party of the second part

or the successor of him shall first pay the cost and charges of this Deed, and of said sale and then pay to the said parties of the third part and their 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 said parties of the first part and their assigns. And 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, then and in that case, the said parties of the third part or their assigns shall in如同 appoint another Trustee in his place, whose actions and doings in the premises shall be as binding as if done by the said C. H. Andrew Trustee aforesaid. In testimony whereof the said parties of the first part hereunto set their hands and seals on the day and year first above written. S. B. Harris. *Seal*
 State of Mississippi) Nancy J. Harris. *Seal*

Madison County } Personally appeared before me, E. S. Jeffrey,
 Clerk of the Chancery Court of said County, the within named husband
 B. Harris and Nancy J. Harris his wife, who severally acknowledged
 that they signed, sealed and delivered the foregoing and aforesaid
 deed as their own act and deed. And the said Nancy J. Harris,
 upon a private examination by me made, separate and apart from
 her said husband, acknowledged that she signed, sealed and delivered
 the same as her own voluntary act and deed, without any
 fear of threats or compulsion of her husband. Given under my
 hand and seal of said Court, this 20th day of January AD 1875.

Seal E. S. Jeffrey Clerk

Isham Hall
 To: F. B. Pratt Trustee } Filed for Record Jan 21st 1875 at 3 P.M.
To secure D C Beauchamp } Recorded January 27th 1875
 This Indenture made this the 21st day of
 January AD 1875. Isham Hall in consideration of the sum of
 one dollar cash in hand paid by F. B. Pratt & the further consid-
 eration hereinafter mentioned. The receipt whereof is hereby
 acknowledged do hereby bargain, to sell & by these presents
 have, bargained, sold and conveyed to said F. B. Pratt, trustee,
 the following described property to wit: One bay colored male
 purchased this day from D C Beauchamp, and one yoke of
 Oxen, one a red and white spotted and the other a brown
 maly about seven years old. One wagon wooden axles &

also one bale of best cotton, to weigh with the average the
 first Bale to be grown and gathered on the premises cultivated by
 myself and Caesar Remmiers during the year 1875. To have and to
 hold the said property unto said F. B. Pratt his heirs and assigns
 forever. In trust however for these purposes. I have this day ex-
 ecuted & delivered to D. C. Beauchamp my note for the sum of
 \$800 due on the 1st day of October Ad 1875, of even date herewith
 for one mule, now if I fully pay off said note when due
 then this deed to be void but if I fail to pay the same when
 due then and in that event I authorize the said F. B. Pratt to
 take possession of said property so conveyed & sell the same
 to the highest bidder for cash at the Court-house of Madison
 County first giving ten days notice of the time and place
 of sale by posting written notice on the Court house door
 and out of the proceeds to pay off the costs hereof & then the
 full amount of said note and the overplus if any to pay to
 myself, should I attempt to remove said property out of
 Madison County or to dispose of the same before the full
 payment of said debt. I authorize said Trustee in such case
 to immediately take the property & sell the same as is provided
 after default is made, and should said Trustee fail to act then the
 said D. C. Beauchamp may appoint some one else in his stead who
 I authorize to carry out these instructions. In witness whereof
 I have signed my hand and seal this the 21st day of January
 Ad 1875. Isham X Hall ^{Seal}
mark.

I give my consent to the
 above consequence Jan 7 Ad 1875

State of Mississippi } This day personally appeared before the
 Madison County } undersigned, Clerk of the Chancery Court of
 said County, Isham Hall, who acknowledged that he executed, signed,
 sealed and delivered, the above Deed on the day and year aforesaid
 and for the purposes therein mentioned as his act and
 deed given under my hand and Seal of office at Canton, this
 21st day of January Ad 1875. Seal P. S. Jeffrey Clerk.

Daniel Williams

P. S. Release Filed for Record January 23rd 1875 at 11 AM.

J. Madekert Son Recorded January 27th 1875

State of Mississippi } For and in consideration of value received,
 Madison County } I hereby release and waive unto J. Madekert &
 Son all of my right title and interest, for either wages, share or
 any other part of the crop, in the growing crop of the year 1875

consisting of corn, cotton, fodder, peas, potatoes &c in the year 1875, and I further certify I will not claim either share, wages or any other part of the Crop until the entire debt contracted by Ned Nickolson for himself or myself incurred for the raising of the said Crop shall have been fully satisfied. And said Ned Nickolson shall have full control of said entire crop until all debts shall have been fully satisfied given under my hand & seal this 23rd day of January 1875.

The State of Mississippi } Dane Williams
mark
Madison County } This day personally appeared before the undersigned Clerk of the Chancery Court of said County, Dane Williams who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and

for the purposes therein mentioned as his act and deed given under my hand and seal of office at Leland, the 23rd day of January A.D. 1875 Seal of Dane Williams
Leland, MS

Witnessed By H. R. C. Benwell Jr.

Henry Smith & wife

Po. 3 Deed of Trust

S. J. Calhoun Trustee

To secure John R Hargon } Be it Known by this deed made this 18th day of January A.D. 1875, by Henry Smith and Josephine A. Smith his wife to pecuse to John R Hargon, two promissory notes of this date made by said Henry Smith to the said Hargon, one for One Hundred and thirteen & $\frac{25}{100}$ dollars, payable twelve months after date and one for the same amount payable twenty-four months after date and both bearing ten per cent interest per annum from date, and which notes evidence an indebtedness this day incurred by said Henry Smith to said Hargon, who agrees in consideration of this Deed to extend the time for the payment of said indebtedness as above and whereas also the said John R Hargon, has assumed to pay for the said Henry Smith the amount of principal and interest of a note of the said Henry Smith to J. A. Campbell due on the first day of December A.D. 1874, and drawing interest since its maturity at two per cent per month and secured by deed of trust executed 19th February 1874, and duly recorded in the Chancery Clerk's office of Madison County, Mississippi and conveying part of the lands herein after conveyed and which deed of trust is hereby ratified and declared to be in full force and effect until said sum due

To the said Campbell shall have been fully paid to him and where it shall have been fully paid to said Campbell said deed of trust is thereafter to remain in full force in favor of said John R. Hargow until said debt shall have been fully paid to him by said Henry Smith. Now then this deed is to witness that for the above consideration the said Henry Smith and his wife Josephine A. Smith, who resides in this deed to convey and renounce all her rights and interest in said land as dover, homestead or otherwise to secure said Campbell and said John R. Hargow as aforesaid, have sold and conveyed and do by this deed bargaining, sell, alien and convey to J. J. Calhoun, as trustee herein, all that land in the County of Madison, and State of Lewis, & especially described as the south half of section Twelve and North East Quarter of section Thirteen and South half of South East Quarter of section Eleven and the South East quarter, and East half of South West quarter, less twenty five acres out of front side, of section Thirteen, all in Township One, Range Two East; and also one brown horse male and two black mare mules, and nineteen head of cattle, and one iron arched four horse wagon and one single buggy all now owned and possessed by the said grantors herein. To have and to hold all the said land and personal property to him the said J. J. Calhoun, trustee, above named and to his heirs, assigns, and successors forever, but in trust as a security for the payment of said above described debts and for the said Henry Smith to retain possession of said property until default in the condition hereof, and for the said J. J. Calhoun, or anyone designated in his place by the said John R. Hargow, or whomever may be the holder of said secured claims if they shall not be paid according to their tenor, to sell said land or personal property at the door of the Court-house of said County or on the land at public outcry to the highest bidder for cash and to convey it to purchasers and out of the proceeds to pay said several debts, according to their priority, and if said sale shall be made before any of them shall have matured such is also to be paid out of said proceeds and any balance remaining after paying said debts, shall be paid over to said Henry Smith, but before any such sale shall be made notice thereof shall be given by posting notice thereof on the door of said Court-house for the period of thirty days as to the land and ten days as to the personality before said sale. In witness that the said Henry Smith and

Josephine A. Smith, his wife have duly executed this deed.
They herein affix their names and seals this 20th day of January
AD 1845.

Henry Smith *(Seal)*

State of Mississippi) Josephine A. Smith *(Seal)*

Leake County, } Before me, W. A. Patten, an acting
Justice of the peace in and for said County, this day
came Josephine A. Smith, wife of Henry Smith, and whose name
is subscribed to the foregoing deed and on a private examina-
tion by me separate and apart from her said husband she
acknowledged that she signed, sealed and delivered the said
deed as her own act and deed freely and voluntarily
without any fear, threats or compulsion on the part of her
said husband, on the day and year and for the purposes
therein expressed. Given under my hand and official
seal this 20th day of January AD 1845. W. A. Patten J.P. *(Seal)*
State of Mississippi) This day personally appeared before the
Madison County } undersigned Clerk of the Chancery Court
of said County, Henry Smith, who acknowledged that he executed,
signed, sealed and delivered the above deed on the day and
year aforesaid, and for the purposes therein mentioned, as his act
and deed. Given under my hand and seal of office, at
Carroll, this 18th day of January AD 1845

E. S. Jeffreys Clerk

(Seal)

By H. R. C. Beasley. Jr.

Gabe Harper and
Ann Harper, his wife } Filed for Record Jan 23rd 1845 at 9:30 AM
To } Deed of Trust. Recorded January 27th
D L Cameron Justice } This Indenture, made this 21st day of January
To secure P. J. Cameron AD 1845, between Gabe Harper and his wife
Ann Harper, of the County of Madison, and State of Mississippi
of the first part and D L Cameron of the County of Madison,
and State of Mississippi, party of the second part and P J Cameron
party of the third part, witnesseth. That whereas said parties
of the first part are indebted to said party of the third part
for one bale of cotton to be raised during the year AD 1845,
weighing four hundred and fifty pounds one out of the
first cotton picked as soon as same can be ginned for and
in consideration of twenty acres rented to them by the said
party of the third part and the said party of the first part
being desirous to secure the prompt payment of said debt
by its maturity. Now this Indenture, witnesseth. That

said parties of the first part for and in consideration of the sum of ten dollars to them in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, released, conveyed and confirmed and by these presents do grant, bargain, sell, release, convey and confirm unto the said parties of the second part his heirs, executors and assignees forever, all the following described personal property to be raised in the County of Madison and State of Mississippi, or off the land of the party of the third part, to-wit: All of the Cotton and Corn made by the parties of the first part during the year eighteen hundred and seventy five. To have and to hold the above described personal property to the only proper use, benefit and behoof of him the said party of the second part, his heirs and assignees forever. And said parties of the first part, for themselves, their heirs executors and administrators, covenant with said party of the second part, his heirs, and assignees, that they will forever warrant and defend the title to said personal property against the claim or claims of all persons whatsoevers. In trust nevertheless, and for the following use, intent and purpose and none other, to-wit: Should parties of the first part fail to pay and satisfy said indebtedness at maturity, then it shall be the duty of said party of the second part, at the request of said party of the third part, after giving ten days notice of the time and place of sale by posting notices thereof in three public places of said county to proceed to sell at public auction at Madison Station in Madison County for cash in hand to the highest bidders all the above described personal property or a sufficiency thereof, to satisfy the debt and interest and the cost of executing this Trust and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon and the cost of executing this Trust and the balance if any there be, shall be paid over to said parties of the first part. But should said parties of the first part well and truly pay said indebtedness at maturity then this deed to be void and of no effect otherwise to remain in full force and virtue. And it is further understood and agreed by the parties hereto, that if the said D. L. Cameron, Trustee as aforesaid, shall from any cause become unable or unwilling to execute this Deed of Trust, then it shall be lawful for the said D. J. Cameron, his executors

administrators or executors under their hands and seals, to appoint another Trustee in place of the said D. L. Cameron, with full power to execute the same according to the terms and whose acts and doings in the premises shall be as binding as if done by the said D. L. Cameron Trustee. In testimony of which, said parties of the first and second parts have hereunto set their hands and seals this day and date first above written.

Anne X. Harper

Seal

Gabe ^{mark} Harper

Seal

D. L. Cameron *Seal*

The State of Mississippi
Madison County } This day D. L. Cameron, Gabe Harper,
and his wife Anne Harper personally appeared before me, C. C. Montgomery, a Justice of the Peace, of said County and the said D. L. Cameron acknowledged that he signed and sealed the foregoing deed as Trustee on the day and year wherein mentioned. And the said Gabe Harper acknowledged that he signed, sealed and delivered the within and foregoing deed on the day and year wherein mentioned as his act and deed. And the said Anne Harper on a private examination separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed freely, without any fear, threat or compulsion of her said husband given under my hand and seal, this 21st day of January A.D. 1875. C. C. Montgomery J.P. *Seal*

John A. Sanders
Jane Sanders or Gregby } Filed for Record Jan 26th 1875 at 11-45 AM
To } Deed of Trust Recorded January 27th 1875
George Harvey, Trustee } This Deed of Trust made and executed
to secure J. A. Reid this 21st day of January 1875, by and between John A. Sanders and Jane A. Sanders or Gregby, parties of the first part, J. A. Reid, party of the second part and George Harvey, party of the third part. Witnesseth That the said parties of the first part, for and in consideration of the sum of ten dollars in hand paid, has bargained and sold, transferred and conveyed and delivered to the said party of the third part, all his crop of every nature and kind, to be raised on the land rented of Dr. W. E. Parsons Sanders Place in, for and during the year 1875, also the following stock, wagons, gear, farming implements (1) Bay mare mule "Beck" (2) Two cows and (2) two calves. This sale is made on the following con-

ditions. That whereas the said party of the first part is indebted to said J. A. Reid in the sum of twenty dollars for rent of acres of the Saunders place, in the sum of Four hundred and forty six $\frac{25}{100}$ dollars for mules, puppies, advances, &c all due and payable October 1st 1875. Now if the said sum above mentioned shall be truly and promptly paid at maturity, then this obligation to be void. But if not paid at maturity, then the said party of the third part shall take possession of said property and sell the same for cash, before the door of the Court-house in Lanton, at public outcry to the highest bidder, after giving ten days notice by posting public notice on the door of the said court-house and out of the proceeds thereof, to pay 1st all costs and commissions to said above named indebtedness, and 2nd to pay over any balance to said party of the first part and the said John A. Sanders and Jane Sanders or Grigby further truly especially agreed and waive all privileges of every nature and kind, especially for labor and work done upon the land, and consent and agree that the above named J. A. Reid shall be paid in full prior and before any claim or claims we may have in said crops for said work or labor performed and for said purpose. It is further understood and agreed that no part of the land herein leased shall be sub-let, except by the consent of the said J. A. Reid and if sub-let, all the crops raised in said land, shall be liable to this deed of trust, and all laborers, who shall work on said land shall be subordinated to the sum herein given to the said J. A. Reid. It is further agreed that if the said George Harvey shall fail or neglect, from death or any other cause, to execute this trust, then the said J. A. Reid, shall appoint a successor for such said purpose he testifying whereof, we hereunto sign our names and affix our seals.

Witnesses T. C. Wright {
Dr. C. Parsons, & F. H. Jones. {

John A. ^{his} Sanders
^{mark.}

Jane Sanders or Grigby
^{mark.}

The State of Mississippi} Personally appeared before me, E. S. Jeffrey,
Madison County. } Clerk of the Chancery Court, the above
named T. C. Wright one of the subscribing witnesses to the foregoing deed
who, being first duly sworn, deposes and saith that he saw the above named
John A. Sanders & Jane Sanders or Grigby whose names are subscribed thereto
sign, seal & deliver the same to the above named J. A. Reid that he the de-
ponent subscribed his name as a witness thereto, in the presence of the
said John A. Sanders & Jane Sanders or Grigby and that he saw the

other subscribing witnesses D. W. L. Parsons and F. H. Jones sign
the same in the presence of the said John A. Sanders and
Jane Sanders or Gregory and in the presence of each other, on
the day and year therein named in testimony whereof,
Witness my hand and seal of said Court, this 26th day of
January AD 1875. Seal C. J. Jeffery, Clerk.

H. W. Wiles
Cornelia Wiles
To } Deed
J. Madison Wiles

Filed for Record January 26th 1875 at 10:30 AM.
Recorded January 30th 1875

This Indenture made and entered into this the
24th day of December, eighteen hundred and seventy four by and
between Mr. W. Wiles of Fayette Co., and Cornelia Wiles of Madison Co.
State of Miss. parties of the first part and J. M. Wiles party of the
second part of Madison County of same State. Witnesseth, that the
parties of the first part for and in consideration of the sum of
ten dollars in lawful money paid by said party of the second
part accept of which is hereby acknowledged before the sealing
and delivery of these presents and for the further consideration
hereinafter named, have granted, bargained, sold and quit-
claimed to said party of the second part a certain tract or
parcel of land situated and lying in Madison County, State of
Miss. described as follows; $\frac{1}{2}$ of SE $\frac{1}{4}$, and $\frac{1}{2}$ of NE $\frac{1}{4}$ Sec 3.
T 8 R 2 West and $\frac{1}{2}$ of SW $\frac{1}{4}$ and $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec 10. T 8 R 2 Wt
containing 320 acres more or less and whereas the said H. W. Wiles
and Cornelia Wiles and Jane Wiles are joint heirs of the
estate of J. B. Wiles of Madison County deceased and the said
party of the second part has quit-claimed unto the said parties
of the first part all the residue of said estate. Now therefore by
these presents the said parties of the first part do hereby grant
bargain, sell and quit-claim unto said party of the second all
the above particularly described lands forever, reserving the use
of his house fixtures as well as the ownership to both the
above mentioned parties jointly forced In testimony whereof
the parties of the first part herein sign their names and
affix their seals this day and year first above mentioned
State of Miss. } Personally appeared before me Jno C. Bell,
Fayette County } Justice of Peace in and for said County & State
the above named Mr. Wiles who acknowledged he signed, sealed &
delivered the above instrument as his own proper act and
deed given under my hand and seal this 24th of Decth 1874
Jno C. Bell Seal

State of Miss. } Personally appeared before the undersigned Justice of
 Madison County, the Peace, in aid for said County and State the above
 named C.L. Miles who acknowledged the signed, sealed and delivered
 the above instrument as her own proper act and deed. Given under
 my hand and seal this 21st day of January 1875.

David E. Jiggetts, J.P. Seal

J. M. Miles

Po^r 3 Deed

Filed for Record January 20th 1875 at 10:30 AM.

J.W. Miles & wife

Recorded January 20th 1875

Cornelia Miles This Indenture made and entered into this the 18th
 day of January eighteen hundred and seventy five by and between
 J.M. Miles of Madison County, State of Miss., party of the first part
 and J.W. Miles of George County and Cornelia Miles of Madison County
 of the same place. Whereas the party of the first part for
 in consideration of the sum of ten dollars in lawful money paid
 by said parties of the second part, receipt of which is hereby acknowl-
 edged before the sealing and delivery of these presents and for
 the further consideration herein after named, have granted, bargained
 sold and quit claimed to said parties of the second part a certain
 tract or parcel of land situated and lying in Madison County
 State of Miss., described as follows: Lot 6, Sect. 53, T. 9, R. 2, West N.th
 Lot 4, Sect. 4, T. 8, R. 2, W. 1, Lot 3, Lot 2, Lot 6, Lots 7 & 8, 1/4 of Sect. 3,
 T. 8, R. 2, W. 1, 1/2 of Lot 8, 1/4, Sect. 9, T. 8, R. 2, W. 1, 1/2, 1/4, Sect. 9, T. 8, R. 2, W.
 containing 680 acres more or less and whereas the said J.M. Miles,
 J.W. Miles and Cornelia Miles are joint heirs of the Estate of A.B.
 Miles deceased, of Madison County and the said party of the
 first part has quit claimed unto the said parties of the second
 part all the residue of said estate. Now, therefore by these presents
 the said party of the first part do hereby grant, bargain, sell
 and quit claim unto said parties of the second part all the above
 particularly described lands forever. Granting the use of grain houses
 and fixtures as joint property of both parties forever. In testimony
 whereof the party of the first part hereunto signs his name and
 affixes his seal the day and year above mentioned.

State of Miss.

J. M. Miles Seal

Madison County} Personally appeared before me the undersigned, a
 Justice of the Peace in aid for said County and State the above named
 J.M. Miles, who acknowledged the signed, sealed and delivered the above
 instrument as his own proper act and deed. Given under my
 hand and seal this 21st day of January 1875.

David E. Jiggetts, J.P. Seal