

✓ Thomas Baptist
and Nathaniel Simmons
to Deed of Trust
A H Lacey Trustee
To secure T C Richardson Co.

Filed for Record. March 26th 1845 at 9 am.
 Recorded. March 29th 1845.

This Deed of Trust made this 23rd day of March AD 1845, witnesseth: That whereas, Thomas Baptist and Nathaniel Simmons both of Madison County parties of the first part expect T C Richardson & Co. to advance them one hundred dollars and not to exceed one hundred and twenty five dollars in money, supplies and merchandise during the year 1845; and whereas, said parties of the first part agreed to secure the payment of said sum, as also any further amounts that may be advanced as aforesaid and not mentioned herein. That the parties of the first part, in consideration of the premises as well as for ten dollars to them paid by A H Lacey Trustee, do hereby bargains, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows; One black mare mare named "Muss" aged 4 years, one black mare mare named "Dorn" aged 5 years, Four milk cows: one milch cow and two yearlings, also the entire crop of cotton corn and other agricultural products to be raised by them and their hands and employees during the year 1845, on what is known as the Robison's Cottage Place in said County, also one "Jenny" a foal aged 4 years the title to which unto said Trustee or any successor, transmit and agree forever to defend; in trust, however, that if said parties of the first part shall, on or before the first day of November, 1845, pay what may be due paid T C Richardson & Co., 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 same in three public places in Madison County, sell said property or a deficiency thereof, to make said payments, for cash; at public auction, at Jackson in Hinds County. And said T C Richardson & Co. or his legal representative, can at any time they may desire, appoint a trustee in the place of A H Lacey or any succeeding Trustee and should the Trustee at any time they may desire, appoint a Trustee in the place of A H Lacey or any succeeding Trustee And should the Trustee at any time believe said property or any part thereof endangered as a penalty for said payment, he shall take the same into his possession and hold till said payment are made, or till said property is sold as aforesaid; but until demanded by the Trustee for either of the purposes as aforesaid, said parties of first part can hold the same by testimony whereof, said parties hereto have hereunto set their hands and seals, on the date above written.

Thomas ^{his} ~~mark~~ ^{L.S.} Baptist
 Nathaniel ^{his} ~~mark~~ ^{L.S.} Simmons.



mark

The State of Mississippi } This day personally appeared before me,
 Hinds County } the undersigned, Murray Peyton, Chancery
 Clerk for Hinds County, Thomas Baptist and Nathaniel Simmons
 and acknowledged that they signed, sealed and delivered the foregoing
 Deed of Trust, at the time thereon named as their act and deed. Witness
 my hand and seal of office this 23rd day of March A.D. 1845.

 Murray Peyton Chancery Clerk
Hinds County, Mississippi

J. C. Cameron and
A. M. Cameron, his wife
To 3 Deed of Trust
A. H. Lacey, Trustee
Secure P. E. Richardson & Co.

Filed for Record March 26th 1845 at 9 a.m.

Recorded March 29th 1845.

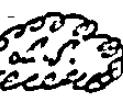
This Deed of Trust made this 22nd day of March
 A.D. 1845, witnesseth: That whereas, J. C. Cameron and
 his wife Ann Cameron of Madison County parties
 of the first part except P. E. Richardson & Co to advance them six hundred
 dollars and not to exceed two hundred and fifty dollars or more, em-
 ployed and expended during the year 1845; and whereas, said parties
 of the first part agreed to secure the payment of said sum, as also any
 further amounts that may be advanced as aforesaid and not mentioned
 herein. That the parties of the first part, in consideration of the premises
 as well as for ten dollars to them paid by A. H. Lacey, Trustee, do hereby
 bargain, sell and convey to said Trustee the property, being in Madison
 County, Mississippi, and described as follows: one horse "Sir Charles", one
 mule "Beauregard"; also the entire crop of cotton, corn and other agricultural
 products to be raised by the said J. C. Cameron and his son and their
 employees during the year 1845 on the Plantation of Ann Cameron in
 Hinds County the latter to which unto said Trustee or any successor,
 warrant and agree forced to defend, in trust, however, that if said
 parties of the first part shall, on or before the first day of November, 1845,
 pay what may be due said P. E. Richardson & Co. 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 putting same in three public places in Madison County sell said
 property or a sufficiency thereof, to make said payments, for cash, at
 public auction, at Madison Station. And said P. E. Richardson & Co.
 their legal representatives, can, at any time they may desire appoint a
 trustee in the place of A. H. Lacey or any succeeding Trustee and should
 the Trustee at any time believe said property or any part thereof end-
 dangered 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 aforesaid, said parties of first part are hold the same
in testimony whereof, said parties hereto have hereunto set their hands and
seals, on the date above written.

J.C. Cameron, Lmt. 
S.M. Cameron. 

State of Mississippi

Madison County ss. This day personally appeared before me, the
undersigned, a justice of the peace in and for Madison County, J.C.
Cameron and Ann Cameron and acknowledged that they signed, sealed
and delivered the foregoing Deed of Trust, at the time herein named, as their
act and deed. Also appeared Ann Cameron, wife of the said J.C. Cameron who,
after being examined privately and apart from her said husband, acknow-
ledged that she signed, sealed and delivered the foregoing Deed, as her
voluntary act, and freely, and for the purpose thereto specified, without
any fear, threat or compulsion of her said husband. Witness my
hand and seal of office this 24th day of March ad 1845.

C.C. Montgomery J.P. 

Lee H. and Collie Pearce
and Collie Pearce & James Mills

Filed for Record Mar 24th 1845 at 11 am

Recorded March 30th 1845.

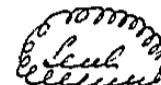
See 2^y Decd.
A. F. Moore & Chas. Sellard

This Indenture made this 1st day of March

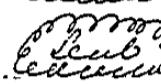
1845 between Lee H. Pearce, Collie Pearce and
Collie Pearce Mills, and James Mills, her husband, who joins solely for congenerality
all of Madison County and State of Mississippi, parties of the first part and
A. F. Moore and Charles Sellard, parties of the second part. Witnesseth. That the
said parties of the first part, for and in consideration of the sum of four
thousand dollars, cash in hand paid, the receipt whereof is hereby ac-
knowledged, and the further sum of eight hundred and seventy
five dollars, due and payable January 1st 1846, and the further sum of
eight hundred and seventy five dollars due and payable January
1st 1844, with interest at 10 per cent from each after January 1st 1845,
said notes to be a fast and prior lien on all the property herein after
conveyed, the same as if a mortgage or trust deed was given for
their security, in whomsoever issued the same may be at the time of
maturity, or enforcement, have bargained and sold, and do by these presents
bargain and sell, transfer, convey and deliver unto the said parties
of the second part the following personal and real property, to-wit;
ten chickens and nine head of stock, now on the premises known
as the Pearce stables and this day delivered, also the lot or parcel of
ground known as the Pearce stable, located in the City of Canton,
County & State aforesaid and more particularly described as follows,
viz, (lot no. five, square No 4, supposed to embrace one hundred feet
front on Pearl Street by depth of two hundred feet. To have and to

held unto the said parties of the second part, with all improvements thereon and appurtenances therunto belonging. And the said parties of the first part, to-wit, Lee H. Pearce, Collie Pearce and Cottle Mills, for themselves, their heirs, executors, administrators contract and covenant with the said parties of the second part, their heirs, executors, administrators and assigns that the above conveyed property is free and clear of any and all encumbrances of every nature and kind whatsoever, and that they will warrant and defend the same against the claims or demands of any and all persons whomever. In testimony whereof, witness our hands & seals, day and year first written.

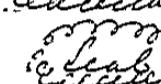
L. H. Pearce



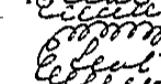
C. C. Pearce



C. C. Mills

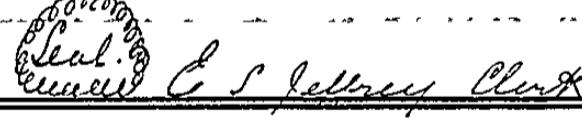


James M. Mills



State of Mississippi.)

Madison County. } Personally appeared before me, C S Jeffrey, Clerk of the Chancery Court of said County, the within named L H. Pearce, C C Pearce and James M Mills and C. C. Mills, 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 C. C. Mills 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. Given under my hand and seal of said Court, this 20th day of March AD 1845.


C S Jeffrey Clerk

A. H. Pennington } Filed for Record March 25th 1845 at 9 am
To ? Deed of Trust } Recorded March 30th 1845.
H. F. Shelton, Trustee } This Deed of Trust, made this 23rd day of March
To secure P. Marcy & Sons AD 1845, witnesseth: That whereas A H Pennington of Madison County party of first part is indebted to P Marcy & Sons, Merchants in the town of Brandon in the County of Rankin in the State of Mississippi in the sum of Forty ⁶⁶/₁₀₀ dollars as evidenced by his promissory note dated March 23rd 1845. And whereas, said party of first part expect said P Marcy & Sons to furnish him with the further sum of one hundred dollars and any other amounts they may think proper, in money, supplies, merchandise, etc, during the year 1845, and whereas, said party agreed to secure the payment of said sum, as also any amount that may be advanced and due at the foreclosure of this trust. That the party of the first part, in consideration of the premises as well as for ten dollars to be paid by H F. Shelton, Trustee, do hereby bargain, sell, convey and deliver to said Trustee the property, being in Rankin county, Mississippi, and

described as follows: All crops cotton, corn and other agricultural products grown owned or raised by me or my family or any persons in my employ during the year 1875 also all the increase ⁱⁿ of stock, by purchase or otherwise; the title to which, unto said Trustee or any successor, I warrant and agree forever to defend. The above property is in my own name, and unencumbered by prior lease or judgment, and I hereby waive all right of exception which may have under the latest existing laws. In trust, however, that if said party shall, on or before the first day of November 1875, pay what may be due said R. Marcy, then 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 and the Trustee shall take possession of said property, and having given two days' notice of the time, place and terms of sale, by posting notices in three public places in said County, proceed to sell said property, or a sufficiency thereof to make said payments, for each, at public auction, at the Court House door, in Brandon, or the premises, according to notices and said R. Marcy, then or their legal representatives, can, at any time they may desire, appoint a Trustee in place of said Shultz 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 until demanded by the Trustee for either the purpose as aforesaid, said party of first part can hold the same. In testimony whereof, said A. Pennington hath hereto set his hand and seal.

A. Pennington *Seal*

The State of Mississippi)

Rankin County Personally appeared before the undersigned Clerk of the Chancery Court for said County, A. Pennington, who acknowledged that he signed, sealed and delivered the foregoing Deed of Trust at the time thereon named, as his voluntary act and deed between my hand and seal, this 23rd day of March 1875.



J. P. Barker Clerk.

Received By R. M. Burton. D.C.

James Claiborne) Filed for Record Mar 23rd 10 am 1875.

To Deed of Trust) Recorded March 30th 1875.

P. B. Pratt

Whereas I, James Claiborne, am indebted to P. B. Pratt one bale of cotton weighing 450 lbs. to be delivered him November 1st 1875 said cotton to be of the first picking and wishing to secure the payment to said Pratt of said bale of Cotton. Now therefore know all men by these presents that I the said James Claiborne in consideration of the premises hereby sell, convey,

and assign to said Pratt all the crop of cotton that I may make during the present year, also one ox, the same as bought of Thomas Sevier this day. In trust, nevertheless, and for the purpose of securing to said Pratt the said bale of cotton when said bale of cotton shall be delivered to him this deed to be void. Witness my hand and seal this 23rd day of March AD 1845.

State of Mississippi) James Claiborne ^{Seal}
Madison County. Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named James Claiborne who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and the year mentioned, as his act and deed.
Given under my hand and official seal, at Office, this 23rd day of March AD 1845

J. S. Jeffrey
^{Seal} Clerk

Jesse Lawler & Nancy Lawler

To & Deed of Trust

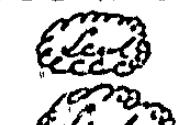
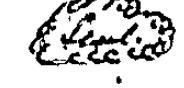
J. S. Porter - Trustee

To secure J.B. Yellowley..

Filed for Record. March 25th 1845 at 9 am
Recorded March 30th 1845.
This Indenture, made and entered into this the 20th day of March AD 1845, by and between Jesse Lawler & Nancy Lawler parties of the first part and J. S. Porter party of the second part and J.B. Yellowley party of the third part. Witnesseth, that said parties of the first part are indebted to the party of the third part in the sum of one hundred and forty dollars, evidenced by their promissory note, dated and falling due November 1st 1845. And that whereas, the said party of the third part has undertaken and promised to supply the said parties of the first part, goods, wares and merchandise during the year 1845, to the amount of Three hundred dollars, from this date until the first day of November AD 1845, the said goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel, and that whereas, the said parties of the first part are desirous of securing to the said party of the third party, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the Fifteenth day of October AD 1845. Now therefore in consideration of the premises, as well as for and in the 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, in the State of Mississippi, to-wit, one bay mare and Foal, one

two-horse wagon, one black horse-mule, Nig, and all the crop of Cotton and Corn &c to be grown by the said parties of first part, and also whatever interest they may have in any crop of cotton, corn &c grown by any other parties under their employ; To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the survivor of him forever, in trust, nevertheless upon these terms and conditions, That is to say, if the said parties of the first part shall fail or refuse to pay the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, or the survivor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, at some convenient public place, at public auction, to the highest bidder for cash after giving ten days notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in said County, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor of him, shall first pay the cost and charges of this deed, and of said sale, and then pay to the said party of the third part and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, And if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and his assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void; It is further understood and agreed by the parties 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 party of the third part or his assigns, shall appoint another trustee in his place, whose actions and doings in the premises shall be as binding as if done by the said J.R. Porter trustee aforesaid.

In testimony whereof, The said parties of the first part hereto set their hands and seals on the day and year first above written

Levi L. Lawler 
Nancy x Lawler 

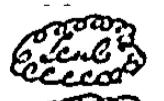
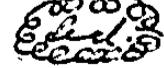
The State of Mississippi } Personally appeared before me, a Justice
 Madison County } of the Peace in and for said County, Jesse
 Lawler who acknowledged that he signed, sealed and delivered
 the foregoing Deed of Trust, on the day and year, and for the purposes
 therein mentioned, aforesaid act and deed. Also personally appeared before
 me, Nancy Lawler wife of the said Jesse Lawler who, on a private
 examination separate and apart from her said husband, acknowl-
 ledged that she signed, sealed and delivered the foregoing Deed of
 Trust, on the day and year, and for the purposes therein mentioned
 as her voluntary act and deed, freely, without any fear, threats or
 compulsion of her said husband. In witness whereof, I have hereunto
 set my hand and seal, this the 20th day of March 1875.

C. C. Montgomery, J. P. Seal

J. S. Willis & wife Filed for Record Mar 30th 1875 at 4:30 P.M.
To 3 Trust Deed Recorded March 30th 1875.

S. S. Calhoon, Trustee This Indenture, made and entered into this
To secure Robt Smith 22nd day of March 1875, between Martha J.
 Willis and her husband J. Smith Willis of the first part, and S. S. Calhoon
 of the second part, and Robert Smith of the third part, all of Madison
 County, State of Mississippi except Robert Smith, of Attala County, Miss.
 Witnesseth; That, whereas, the said party of the first part is justly in-
 debted to the said party of the third part, in the sum of five hundred
 & Sixty-three $\frac{3}{4}$ dollars, which said sum is due and payable on the
 1st day of December, ad 1875, as evidenced by the promissory note of the
 party of the first part, and payable to the party of the third part,
 bearing even date with this deed, and whereas, the said party of the first
 part is desirous of securing the prompt payment of the above described
 promissory note, together with all such other sums of money as may be-
 come due and owing to the said party of the third part, for money
 advanced or supplied furnished, at the maturity of said promissory note
 to, in consideration of the premises, and in further consideration
 of ten dollars to the party of the first part, paid by the party of the
 second part, at and before the signing, sealing and delivery of this
 Indenture, the accept whereof is hereby acknowledged, the said party
 of the first part has granted, bargained, sold and conveyed and by
 these presents doth grant, bargain, sell and convey unto the said
 party of the second part, and to his and assigns forever, the fol-
 lowing described property, real and personal, viz., All that certain
 tract or parcel of land lying and being in the County of Madis-
 son and State of Mississippi and known and designated as follows,
 to wit; The Lots five and six and seventeen and a half acres off

of the South end of Lot six in section five and the East half of North-west $\frac{1}{4}$ and West half of North-east $\frac{1}{4}$ of section 8, and lots one & two west of the boundary line in section sixteen and the East $\frac{1}{2}$ of section 11 in Township nine, range five east containing 92 4/5 acres. also the West $\frac{1}{2}$ of South-east $\frac{1}{4}$ and East $\frac{1}{2}$ of South-west quarter of section 8 and eighty acres in lot 6 in section five all in Township nine, range five East, containing 116 4/5 acres by the same more or less, together with all and singular the appurtenances and hereditaments thereunto belonging, or in any wise appertaining, also, the following personal property, to-wit: Also the crop of cotton and corn to be grown on said lands by the party of the first part during the year 1845, said party of the first part to remain in possession of the property herein conveyed, until default in the payment of the debt. In trust nevertheless, that if the said parties of the first part shall not well and truly pay said party of the third part the sum of money specified in the promissory note above named at maturity thereof, together with all such further sums of money as they may then be due and owing the said party of the third part, for money advanced or supplies furnished, then the said party of the second part may take into his possession the above described property, including said crops of corn and cotton, and forthwith proceed to sell the same at public auction, to the highest bidder for cash, before the court-house door of said Madison County, first giving two days notice of the time, place & terms of said sale, by posting at the court house door in the Town of Clinton, & publishing the same; and out of the proceeds of said sale the party of the second part, after first paying the expenses attending the execution of this trust, shall then pay to the party of the third part whatever may be due on said note, and for money advanced and supplies furnished; the balance (if any) to be paid to the party of the first part. It is agreed, That if from absence, sickness, death, refusal or inability, the Trustee herein cannot act, then another than S.S. Calhoun may, in writing, be appointed by said third party to act as Trustee. In testimony whereof, The parties to this deed have hereunto set their hands and affixed their seals, the day and date above written, the same being first duly stamped.

Martie J. Willis 
Jno. S. Willis 

The State of Mississippi } Personally appeared before me, & Justice
Madison County } of the Peace in and for said County,
Jno. S. Willis who acknowledged that he signed, sealed and delivered
the foregoing deed on the day and year therein mentioned, and
for the purpose therein stated, as his own act and deed. And the said

Martha J. Willis upon a private examination, separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same voluntarily, and free from fear, threat or compulsion from her said husband.

Given under my hand and seal, this 22nd day of March AD 1845.

Geo. Chichford J.P. *Sealed*

Bonded March 22nd 1845 for \$564 $\frac{5}{100}$ in another security.

Robt Smith

J. S. Calhoun

Arthur Jackson
and Alex Berry
To 3 Pds of Freight
J. Porter Trustee
To secure J.B Yellowley

Filed for Record March 26th 1845 at 9 am

Recorded March 31st 1845

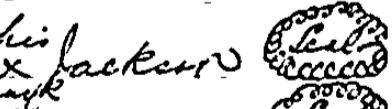
This Indenture, made and entered into this the 20th day of March AD 1845, by and between Arthur Jackson & Alex Berry, parties of the first part, and

J. I. Porter party of the second part and J. B. Yellowley party of the third part, witnesseth, that said parties of the first part are indebted to the party of the third part in the sum of Twenty-six $\frac{8}{100}$ dollars, evidenced by their promissory note, dated March 17th 1845, and falling due November 1st 1845. And that whereas, the said party of the third part has undertaken and promised to supply the said parties of the first part, goods, wares and merchandise during the year 1845, to the amount of \$150 $\frac{00}{100}$ dollars, from this date until the first day of November AD 1845, the said goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; and that whereas, the said parties of the first part are desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November AD 1845. Now, therefore, In consideration of the premises, as well as for and in the consideration of the sum of Two 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, in the State of Mississippi, to wit. All the crop of Cotton and corn to be grown by the said parties of first part during the present year, and other crops of every kind. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assign, and the survivor of them forever, in trust, nevertheless upon these terms and conditions. That is to say, if the said parties of the first part shall fail or refuse to pay the said party of the third part, and his assigns, the amount of said indebtedness

goods, wares and merchandise, or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, or the survivor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, at some convenient public place, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in said County, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second party, or the survivor of him, shall first pay the cost and charges of this deed, and of said sale, and then pay to the said party of the third part and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this Deed, then the said party of the second part shall enter into satisfaction of this Deed upon the record thereof, and the same thereafter shall be null and void. 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 party of the third part or his assigns shall appoint another trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J.S. Postle 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.

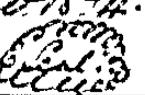
The State of Mississippi,

Madison County,

Arthur Jackson 
mark

Alexander Berry 
mark

Personally appeared before me, C.C. Montgomery, a Justice of the Peace in and for said County, Arthur Jackson and Alex Berry who acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, on the day and year, and for the purposes herein mentioned, as their act and deed. In witness whereof, I have hereunto set my hand and seal, this the 20th day of March A.D. 1844.

C. C. Montgomery 

Mary C. Simes

P. S. Mortgage

Wm. Clossahan Jr.

Filed for Record Mar 24, 1845 at 3 P.M.

Recorded March 31, 1845.

This mortgage made and entered into this the 1st

day of March AD1875, between Mary C. Lines party of the first part and Jno. Mc. Clonahan & Co. party of the second part, witnesseth. That the said first party for and in consideration of the sum of two hundred and fifty dollars loaned her in money as evidenced by the promissory note of said first party for that amount payable to the said second party or bearer one day after date and bearing the date even with this instrument has this day bargained sold, aliened and conveyed to the said J. W. Mc. Clonahan or his heirs forever the following described property being in the City of Canton, County of Madison, State of Mississippi, to-wit, Five beds, five bed-stands, and Coverlets, one bear-skin, one ward-robe, one set pearl-jewelry, one set diamond studs. Also all the bar-furniture belonging and appertaining to the "Dew Drop" saloon also one sewing-machine, also one cow and calf. Nevertheless upon the following conditions, to wit, If the said Mary C. Lines shall well & truly pay the said sum of two hundred and fifty dollars and interest at the maturity of said note then this instrument to be void, otherwise to remain in full force and effect. Witness my hand and seal this the 1st day of March AD1875.

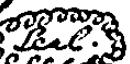
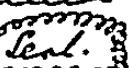
Mary C. Lines her
mark Seal

State of Mississippi.} Personally appeared before me Robt. Powell
Madison County } Mayor of the City of Canton, and ex-officio a
Justice of the Peace wth and for the County and State aforesaid Mary.
C. Lines who acknowledged that she signed, sealed and delivered the
foregoing instrument as her own act and deed on the day and year
therein named and for the purpose thereon expressed herein under my
hand and seal of office this 24th March AD1875.

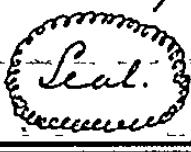
Robt. Powell.
Seal Mayor of F. P.

<u>Simon Philip</u>	Filed for Record March 23 rd 1875 at 1 PM.
<u>Elizabeth Philip</u>	Recorded March 31 st 1875
<u>Poz Deed</u>	State of Mississippi } This Deed of indenture made
<u>J. J. Caithness</u>	Counties of Madison & Leake } and entered into this the 18 th day of February AD1875 by and between, Simon Philip and Elizabeth Philip heirs of the estate of Julian A. Shelly deceased parties of the first part and J. J. Caithness party of the second part, witnesseth. That for and in consideration of the sum of Four hundred and ninety four dollars to be paid to our Agent, J. A. Shelly, of the County of Madison State of Mississippi before the delivery of these presents, the said parties of the first part have granted, bargained and sold and do by these presents grant, bargain, sell, transfer and convey unto the said J. J. Caithness his heirs and assigns, forever all that tract or parcel of land lying in Madison and Leake Counties, State of Mississippi, known as the Eldest

Shelby's place and described as follows; South half of south east quarter and south east quarter of section twelve, township eleven range five east in Madison County, also west half of south west quarter and south west quarter of North west quarter of section seven, township eleven range six east in Leake County, containing three hundred and sixty acres, more or less, together with all the rights, appurtenances and improvements thereto belonging or appertaining. To have and to hold unto the said P. J. Caithrin, his heirs, executors and assigns forever, and the said Simon Philip and Elizabeth Philip, for themselves, their heirs, executors and administrators contract & covenant with the said P. J. Caithrin his heirs, executors, administrators and assigns that the land above conveyed property is free and clear of any and all incumbrances and that they will warrant and defend the title thereto against the claims of any and all persons whomsoever. In witness whereof we have hereunto set our hands and seals, this the 18th day of February A.D. 1875.

Simon Philip 
Elizabeth Philip 

State of Texas.) This day personally appeared before me the undersigned
County of Dallas) signed authority Simon Philip whose name appears
to the annexed and foregoing Deed of Conveyance and acknowledged
that he executed and foregoing Deed of Conveyance and acknowledged
that he executed, sealed and delivered the same on the day and year therein
mentioned as his own act and deed; also at the same time personally appeared
the said Elizabeth Philip wife of the said Simon Philip who being before
examined, separate and apart from her husband after having aforesaid
deed explained to her, acknowledged that she signed the same in good
faith, sealed and delivered the same as her own act and deed without
any fear, threat or compulsion of her husband and that she does not
now wish to retract the same under my hand and official seal of office
in the County of Dallas this the 18th day of February A.D. 1875.

 A.H. Strugall M.P.
Dallas Co. Texas.

Martha Baldwin Execr.) Filed for Record March 24th, 1875.

Pg 3 Deed } Recorded March 31st 1875.

Dr. H. A. Cheek) This Deed was executed on the 18th day of February
into this, the sixteenth day in March in the year one thousand eight
hundred and seventy five between Mrs. Martha Baldwin, executrix of
the last Will and Testament of George G. Baldwin deceased and Dr. H.
A. Cheek both of the County of Madison in the State of Mississippi,
Witnesseth That for and in consideration of the sum of one hundred
hundred and eighty dollars the receipt of which is hereby acknowledged
the said Martha Baldwin as executrix of the last Will & Testament
of George G. Baldwin, deceased; and by virtue of the Power and authority

serted in her by the terminous provisions of said will of record in the office of the Chancery Clerk of said County in Book A page 337 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 Clerk the following described lands lying and situated in the County aforesaid, to-wit:
 an undivided half interest in the 10th of the S & 1/4 of section 21, N 11 1/4 and S 1/2 of section 29, N 1/4 + S 2 1/4 + E 1/2, 1 1/4 sec 28, and the 1 1/2 + 15 1/2, NE 1/4, Section 33 in Township ten range five east, the title whereof the said Martha Baldwin covenants and agrees to and with the said Clerk as executrix as aforesaid to forever warrant and defend to the said Clerk his heirs, assigns against the just claim of all persons. In testimony of which this deed is signed, sealed and delivered the day and year aforesaid.

Martha Baldwin ^{Seal.}
ccccccc

State of Mississippi }
 Madison County }^{ss} Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named Martha Baldwin, who acknowledged that she signed, sealed and delivered the foregoing Deed on the day and year mentioned as her act and deed.
 Given under my hand and official seal, at office, this 22nd day of March
 AD 1875. ^{Seal} C. S. Jeffrey, Clerk.

L. F. Cotton) Filed for Record March 26th 1875 at 9 a.m.
To : Deed) Recorded March 31st 1875
J. E. Bennett) This Indenture made and entered into this the 1st day of January eighteen and seventy-two between L. F. Cotton of the County of Madison and State of Mississippi of the first part and Jane E. Bennett of the same County and State of the second part, witnesseth; That the said party of the first part for and in consideration of the sum of three hundred dollars to him in hand paid the receipt whereof is hereby acknowledged doth by these presents grant, bargain, sell and confirm to the party of the second part a certain half lot in the town of Camden in the State of Mississippi, known and designated as follows, to-wit; The South half of lot number four, North of Pine Street and East of Main Street fronting twenty-five feet on Main Street and running back one hundred and thirty feet, together with all the rights, title, interest, claim and demands whatsoever in and to the same. To have and to hold the said half lot with its appurtenances unto the said party of the second part, her heirs and assigns forever, and the party of the first part doth bind himself by these presents to warrant and forever defend the right and title of the aforesaid half lot unto the party of the second part with the appurtenances aforesaid to the same belonging, and to her heirs and

assumes forever both in law and equity. In witness whereof the party of the first part has hereunto set his hand and affixed his seal this the 1st day of January eighteen hundred and seventy two.

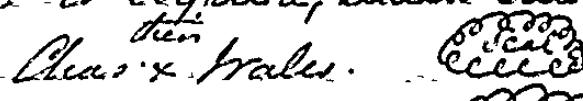
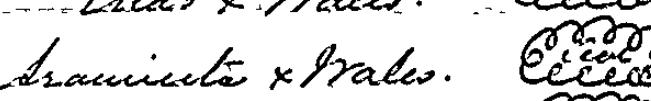
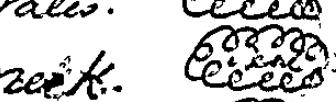
L. F. Cotton.

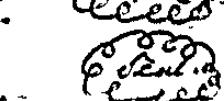
The State of Mississippi). Personally appeared before me J. R. Hefflin, an Holmes County acting Justice of the Peace for said County, the witness named L. F. Cotton who acknowledged that he signed, sealed & delivered the foregoing deed on the day and year herein mentioned, above act and deed given under my hand and seal of office this the 26th day of October AD 1874.

J. R. Hefflin, J.P. 

Charles Wales wife Filed for Record March 26th 1875 at 4:30 P.M.
W. Nelson Meek & wife Recorded March 31st 1875.

To Deed of Trust This Deed of Trust made and entered into this
John Whelaw Trustee the 26th day of March 1875 between Charles Wales
Precious John R Hargow and Araminta Wales his wife and Nelson Meek
and Priscilla Meek his wife, John R Hargow and John Whelaw. Witnessed
that the said Hargow has this day become the surety of Charles Wales
on an appeal bond in the case of Babe Brown against said Charles
Wales in the penalty of two hundred dollars and the said Charles and
Armandia Wales and Nelson & Priscilla Meek being willing to secure
said Hargow against liability as such surety have this day sold
and conveyed to said Whelaw trustee herein two mules called Julia
and Dave and one mule called Mary the entire crop of Cotton, corn
fodder, peas, potatoes to be grown by them during the present year
on the lands on which they now reside but this deed is made in
trust to secure said Hargow against liability as such surety but
should said Hargow have to pay any sum of money as such surety
then it shall be the duty of said Whelaw to advertise the above prop-
erty for two days by written poster in one or more public places in
said County of Madison sell the same for cash & refund to said
Hargow whatsoever money he may have paid as such surety and should
the said Whelaw die before the purposes of this trust are performed
then the said Hargow may appoint another trustee to act in his
stead. In testimony of which this Deed is signed, sealed and deliver-
ed the day and year aforesaid.

Charles Wales. 
Araminta & Wales. 
Nelson & Meek. 

The State of Mississippi). Priscilla & Meek. 
Madison County. Before me, J.W. Downs, a Notary Public
of the Peace for said County this day came Charles Wales and Nelson

Meek who acknowledged that they signed, sealed and delivered the foregoing deed on the day of the date thereof as their act and deed, and on the same day said Sianinta Males and Pascilla Meek who acknowledged, on an examination by me separate and apart from their husbands, that they signed, sealed and delivered said deed on the day of the date thereof as their own voluntary act, freely, without any fear, threat or compulsion from their said husbands. Given under my hand and seal the 26th day of March 1875.

J. W. Dacons *Seal*

Justice of the Peace

J. W. Thomas & wife) Filed for Record. March 29th 1875 at 4 PM.

To Deed Recorded April 1st 1875.

J.R. Childress) This indenture made and entered into this the 29th day of March AD 1875 by and between Guston W. Thomas and his wife Jessie P. Thomas parties of the first part and J R Childress party of the second part: all of Madison County, State of Mississippi hereby witnesseth That for and in consideration of the sum of Twelve Hundred (\$1200⁰⁰) dollars, unband paid by J R Childress to said party of the 1st part, the receipt whereof is hereby acknowledged, the said J. W. Thomas & wife hath this day granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said J. R. Childress a certain piece of land lying and being in the County of Madison, State of Mississippi and having t described as follows, to-wit, The East half of east half of south-east quarter, section Twenty-one, township nine range one west and the West half of South-west quarter less twenty-five acres off the North end, and South half of east half of South-west quarter and South half of west half of South-east quarter section twenty-two, township nine, range one west; to have and to hold the above described land with its appurtenances therunto belonging, and the said parties of the first part do hereby covenant and agree with the party of the second part to warrant and defend the title to said land from themselves, their heirs and assigns, and against all claims whatsoever unto the said party of the second part, his heirs and assigns. In witness our hands and seals this the day and year first above written.

G. W. Thomas *Seal*

State of Mississippi) Jessie P. Thomas *Seal*

Madison County) Personally appeared before me, C. S. Jeffrey, Clerk of the Chancery Court of said County, the within named J. W. Thomas and Jessie P. Thomas 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 Jessie P. Thomas, upon a private examination, by me made, separate and apart from her said husband, acknow-

ledged 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 29th day of March AD 1875.

Seal J. S. Jeffrey Clerk

J. M. Brazil Filed for Record March 29th 1875 at 9 a.m.

To J. Deed of Trust Recorded April 1st 1875

P.C. Pepper, Trustee This Deed of Trust and Agreement, made this 10th day of March AD 1875, witnesseth; That whereas the M. Brazil party of the first part, is indebted to M^c Lauria & Stevens in the sum of forty-nine & $\frac{46}{100}$ dollars on his promissory of this date due November 1st 1875. And whereas, said party of the first part expects said M^c Lauria & Stevens to advance him money, supplies and merchandise during the year 1875; And whereas, said party agreed to secure 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 him paid by P.C. Pepper, Trustee, does hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: all of the crops to be raised by him & those in his employ the same is unincumbered in any way whatever, the title to which unto said Trustee or any successor, he warrants and agrees forever to defend; In trust, however, that if said party shall, or at before the 1st day of November, 1875, pay what may be due said M^c Lauria & 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 which he agreed to deliver upon demand and then having given two days notice of the time, place and terms of sale by posting at some public place in said County all said property, or as sufficiency thereof to make said payment, for cash at public auction, at Comparte in said Co. stand said M^c Lauria & Stevens or their legal representative can, at any time they may desire, appoint a Trustee in place of said P.C. Pepper or any succeeding Trustee and should the Trustee at any time believe said property or any part thereof encumbered as a security for said payment, he shall take the same into his possession and hold till said payment 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 the first part can hold the same in testimony whereof said Jno. M. Brazil has hereunto set his hand and seal

J.M. Brazil Seal

Witness P.C. Pepper and H. L. Kirk.

The State of Mississippi } Personally appeared before me B. L. Norrell
Holmes County } a Justice of the Peace in for said County

the witness named P.C. Pepper one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn deposes and saith that he saw the witness named J.M. Brazil whose name is subscribed thereto sign, seal and deliver the same to the said M. L. Stevens, that he this deponent subscribed his name as a witness thereto in the presence of the said J.M. Brazil, that he saw the other subscribing witness H. M. Kell sign the same in the presence of the said J.M. Brazil that the witnesses signed in the presence of each other on the day and year aforesaid given under my hand seal of office this the 26th day of March A.D. 1875.

B.L. Sorrell J.P. ^{Seal} ~~Received~~

Mary J. Collier) Filed for Record March 29th 1875 at 9 45 a.m.

To 3 Deed Recorded April 1st 1875

John M. Foster) Know all by these presents. That this Indenture made and entered into this the 27th day of March A.D. 1875 by and between Mary J. Collier and George Collier her husband of the first part and John M. Foster of the second part to witness That for and in consideration of the sum of one hundred and sixty dollars said first party doth by these presents bargain, sell and convey unto said second party the following described lot of ground now in the corporation of the city of Canton t. of the County of Madison, State of Mississippi commencing at the South east corner of a lot of ground conveyed by Wesley Drane, Trustee of Louisiana Calhoun to J.H. Sims & W. J. Anderson running from the aforesaid corner west four hundred feet (400 feet) thence North one hundred feet (100 feet) thence East four hundred (400 feet) thence South one hundred feet (100 feet) to the beginning I have and to hold the same unto him the said second party, his heirs and assigns forever together with all the improvements, appurtenances and hereditaments thereto 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 lot of ground against all claim and incumbrances whatsoever. In testimony whereof said first parties hath hereunto set their hands and seal this the 27th day of March A.D. 1875.

M. M. J. Collier ^{Seal} ~~Received~~

State of Mississippi) George W. Collier ^{Seal} ~~Received~~

Madison County). Before me the undersigned Justice of the Peace in and for said County and State this day personally appeared George W. Collier who acknowledged that he executed, sealed, signed and delivered the within Deed as his act and deed. Also appeared at the same time and place Mary J. Collier wife of the said George W. Collier who after being examined by me privately and apart from her said husband, acknowledged that she executed, sealed, signed and delivered the within Deed as her act and deed for the purposes therein specified without any fear or threat of

compulsion of her husband on the day and date herein written.
Witness my hand and seal this March 29th 1875.

(75)

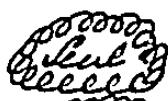
John C. Pitchford J.P.



J. M. Foster) Filed for Record March 30th 1875 at 11 am
Deed Recorded April 1st 1875.

George Collier & Know all men by these presents. That this indenture
Mary J. Collier made and entered into this the 27th day of March ad
1875 by and between John M. Foster & Emily M. Foster his wife of the
first part and George Collier and Mary J. Collier his wife of the second
part is to witness. That for and in consideration of the sum of three
hundred and sixly dollars paid first party doth by these presents
bargain, sell and convey unto said second party the following described
tract or parcels of land lying and being in the County of Madison &
State of Mississippi more fully described as follows, the Nth of Wth of Sth 1/4
and Nth of Eth of Sth 1/4, Section 29, Township of Range 4 East said to contain
eighty acres be the same more or less; To have and to hold the same
unto them the said second party their heirs and assigns forever to-
gether with all the tenements, appurtenances and hereditaments thereto
belonging except the gin-house and fixtures belonging thereto
which is to be taken off of the said lands by said first party and
the said first party doth covenant to and with said second party forever
to warrant and defend the title to the above described lands against
all claims and incumbrances whatsoever. In testimony whereof
said first party hath hereunto set their hand & seal this the 27th day
of March ad 1875.

John M. Foster

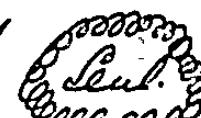


State of Miss.) ... Emily M. Foster

Madison County) Before me the undersigned Justice of the Peace
in and for said County this day personally appeared John M.
Foster who acknowledged that he executed, sealed, signed and
delivered the within deed as his act and deed. Also appeared
at the same time and place Emily M. Foster wife of said John M.
Foster who after being examined by me privately and apart
from her said husband acknowledged that she executed, sealed, signed
and delivered the same as her act and deed for the purposes
therein specified without any fear, threat or compulsion of her said
husband, and on the day and date herein written.
Witness my hand and seal this March 29th 1875.

John C. Pitchford

J.P.



John Roper
No 3 Deed of Trust
H F Adams Trustee
To secure John L Jones

Filed for March 31st 1845 at 10 am

Recorded April 1st 1845

This Deed made the 25th day of January A.D. 1845
 by John Roper to John L Jones to secure Jno. L. Jones
 in the payment of two hundred and sixteen \$2/100 dollars, which the said John
 L. Jones has promised and agreed to furnish the said John Roper to enable
 the said Jno. Roper to carry on plantation or farm in Madison county
 during the year A.D. 1845, witnesseth: That in consideration of the indebted-
 ness incurred, and in consideration of the advances to the said Jno. Roper
 by the said John L. Roper this day made in provisions and supplies to
 the amount of Two hundred and sixteen \$2/100 dollars, and in considera-
 tion of the advances hereafter to be made by said Jno. L. Jones to John
 Roper the said John Roper hereby grants, bargains, sells, alienes, and conveys
 to the said H. F. Adams party of the second part and trustee herein, for
 the uses and purposes thus named and herein mentioned, the following
 described property, viz., one worn grey horse about 5 years old, named Grig
 and also, whatever mules, horses, cattle, hogs, wagons, carts, baggage, goods &
 chattels, that may hereafter be acquired by the said Jno. Roper and the
 crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown
 by the said John Roper for use, on any lands 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 December A.D. 1845. And if said indebtedness shall then not have
 been discharged fully, it shall be lawful for the said H. F. Adams or any
 one he or said John L. Jones may appoint, to seize wherever 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 ten days notice in writing
 posted at the Court house door, any or all of said property, as may be ne-
 cessary 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 John Roper, and in case said indebtedness is not paid at maturity
 then the said John Roper to pay said John L. Jones 2 1/2 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 1847, it is further to witness
 that the indebtedness above mentioned is for plantation supplies for the
 year A.D. 1845, to enable said John Roper to operate and carry on his farm
 or plantation in Madison County, Mississippi, during said year, to be-

come 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 John L. Jones 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 John Roper has affixed his name and seal to this Deed, this the 25th day of January AD 1875.

Witness J. H. Evans & W. D. Maxwell John L. Roper ^{Common Seal}
mark.

The State of Mississippi } Personally appeared before me, C. S. Jeffrey
County of Madison } Clerk of the Chancery Court of the County of
Madison, the abovenamed John Roper who acknowledged that he signed,
sealed and delivered the foregoing Deed on the day and year therein
mentioned, as his act and deed. Given under my hand and seal of
said Court this 31st day of March AD 1875.

^{Common} Seal. C. S. Jeffrey, Clerk.
^{Common} Seal. By A. R. C. Brewell, D.C.

<u>Nickow Bright</u>)	Filed for Record March 31 st 1875 at 12 M ^o .
<u>To 3 Mortgage Note</u>)	Recorded April 1 st 1875.
<u>Sam'l C. Dickey</u>)	\$50 00 Canton, Miss. March 31 st 1875.

On 1st Inst. after date I promise to pay S. C.
Dwyer or order. Fifty dollars, value received, and to secure the prompt
payment of the above and thereby give a special lien on 1 Bale cotton
weighing 450 lbs or enough thereof to satisfy the above amount.
Attest. by A. Baldwin Nickow ^{Common Seal} Bright
mark

The State of Mississippi } Personally appeared before me, C. S.
County of Madison } Jeffrey, Clerk of the Chancery Court of the County of Madison, the
abovenamed Nickow Bright who acknowledged that he signed,
sealed and delivered the foregoing Deed on the day and year therein
mentioned, as his act and deed. Given under my hand and seal of
said Court this 31st day of March AD 1875.

^{Common} Seal. C. S. Jeffrey, Clerk.
^{Common} Seal. By A. R. C. Brewell, D.C.

<u>David C. Jiggitts</u>)	Filed for Record March 31 st at 5 P.M.
<u>To 3 Mortgage</u>)	Recorded April 1 st 1875.
<u>S. Weil & Co.</u>)	This Deed made and executed today by David C. Jiggitts to S. Weil a merchant in Canton, Miss, carrying on business under the name of S. Weil & Co. Witnesseth. That whereas the said David C. Jiggitts now stands indebted to the said S. Weil & Co in the sum of fifteen hundred and twenty-five dollars for thirteen (13) head of mules this day sold to him by S. Weil & Co. and whereas

Recd Acknowledged & taken under seal within State of Miss. this 31st day of March A.D. 1875
S. Weil & Co.

the said David C. Jiggetts stands indebted unto the said S. Weil & Co. in the further sum of twenty-five hundred dollars for plantation supplies & provisions furnished, sold & delivered and to be sold and furnished at intervals in the present year, both of which said sums are evidenced by the two separate notes of the said David C. Jiggetts, for the two separate amounts, due & payable on the first day of October A.D. 1875 payable to S. Weil & Co., or order, the first note above named being for the purchase money of said mules, above named, and the said David C. Jiggetts witnesseth to give further security for the payment of each of said notes do hereby bargain, sell, alien & convey that by these presents bargained, sold, aliened & conveyed unto S. Weil & Co. the 13 head of mules above named, 2 wagons, 2 carts & 4 sets of harness, 10 plows, 8 head of cattle, one Cotton-press, one Quoits-stone, one buggy & harness, 2 yokes of bread, and all the crop of cotton & corn & fodder & peas & potatoes to be produced & grown & made by the said Jiggetts and all persons under his management or control in Madison County, State aforesaid during the year A.D. 1875 unto the said S. Weil & Co. his heirs & assigns forever. The mules named above are to be the property of S. Weil & Co. until paid for and to further secure the said S. Weil & Co. in the payment of the said several amounts the said Jiggetts is to transfer to the said Weil & Co. all liens trust-deeds that he may take upon & from all persons laboring with him this year 1875. And if the said Jiggetts shall pay off the said notes above named when due, this deed shall be void, but if the said Jiggetts makes default thereon, then the said S. Weil shall take possession of said property and shall sell the same at public sale before the court house door in Canton for cash to the best bidder after giving one days notice of the sale by posting a notice of the same in writing at the Court-house door in Canton shall apply the proceeds arising therefrom to the payment of the notes herein mentioned. If any remain he shall pay it over to the said Jiggetts. And if the said Jiggetts should need any more supplies for the year 1875 to operate his planting business, than the amount above named if the said S. Weil & Co. should furnish him with any more than said sum then this deed is to be a lien upon the property named above for the payment of the same. This the 31st day of March A.D. 1875. The cotton named above named is to be delivered by Jiggetts to S. Weil & Co. in Canton, by him sold either in Canton or New Orleans & the proceeds applied to the payment of the notes above named. Witness my hand & seal this March 31st, 1875
The State of Mississippi, *David C. Jiggetts* *Sealed*

County of Madison Personally appeared before me, C. S. Jeffrey
Clerk of the Chancery Court of the County of Madison, the above named

David C. Jagojito, who acknowledged that he signed, sealed & delivered the foregoing Deed on the day and year thereunto mentioned, as his act & deed. Given under my hand and seal of said Court this 31st day of March A.D. 1845.

C. S. Jeffrey. Clerk

Sealed By H. R. Brewster D.C.

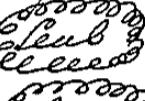
John C. Howcott and) Filed for Record March 31st 1845 at 10 am

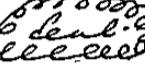
Carry V. Howcott, his wife) Recorded April 2nd 1845.

To 3 Trust Deed } This trust deed, executed by John C. Howcott and
S. S. Calhoun Trustee } Carry V. Howcott, his wife, the grantors, to S. S. Cal-
To secure Jno. R. Hargorn } houn, Trustee, to secure John R. Hargorn, the bene-
ficiary, all of the county of Madison and State of Mississippi, is to witness
that whereas the said John C. Howcott owes said Hargorn four hundred
and thirty eight and 49/100 (\$ 438 49/100) dollars, evidenced by his note of this
date for said sum, payable to the order of said Hargorn, due the 31st day
of March A.D. 1847 and bearing interest at the rate of ten per centum
per annum from the date until paid, and which note is given
as renewal of, and to obtain extension of a debt of said Howcott to said
Hargorn, secured by a mortgage duly recorded, of the property herein-
after described, of date July 1st A.D. 1846, and whereas the said John C. How-
cott is desirous to secure the prompt payment of said note at maturity.
Now, therefore, the said John C. Howcott and the said Carry V. Howcott
his wife, who joins him hereto for the purpose of enabling him to
convey his homestead, have granted, bargained and sold, aliened &
conveyed, and hereby grant, bargain and sell, alien and convey unto
the said trustee, his heirs and successors forever, that lot of land,
with its improvements and appurtenances, in the City of Canton, in said
County & State, described as commencing at the North-west corner of a
lot once owned by Peter V. Jeffries, and, by her conveyed to Harrison &
Anderson and by them to Wm. G. Wood & Co., thence North one hun-
dred and thirty feet, thence East three hundred feet, thence South
one hundred and thirty feet, thence West three hundred feet to the begin-
ning; and the said John C. Howcott covenants to warrant and defend
defend the title thereto. The condition of this deed is that it shall be-
come void if said note and interest are fully paid at maturity, but,
in default thereof, as whole, or in part, said trustee, or any one in
writing appointed by the lawful holder of said note may sell said
property at auction for cash, on any Saturday or Monday, between
11 o'clock A.M. and 4 o'clock P.M. in front of the Court house door
of said County for cash, after advertising the time, place &
terms of such sale for two days beforehand by posting a written
or printed notice thereof on said door, and may make a sale

Satisfied & Acknowledged
John C. Howcott
Carry V. Howcott
Dated this 2nd day of April
A.D. 1845

deed to the purchaser, and shall, from the proceeds of the sale, pay the principal and interest due on said note to his lawful holder, and any balance to said John C. Horcott. Should the grantor permit the fire insurance policy on the house or said lot to lapse, or fail to pay taxes as they fall due on said lot, said Garrison may cause to protest him fully and may pay taxes and the outlays of money for these purposes shall be subject to all the provisions of the foregoing trust, with the interest thereon as aforesaid, to become due, with like interest at the maturity of said note. Witness the hands and seals of the said grantors hereto set on this the 31st day of March AD 1875.

John C. Horcott. 

Carrie V. Horcott. 

State of Mississippi) Madison County). Personally appeared before me, C. S. Jeffrey, Clerk of the Pleasance Court of said County, the witnesses named John C. Horcott and Carrie V. Horcott 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 Carrie V. Horcott 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 31st day of March AD 1875.

C. S. Jeffrey, Clerk
 By H. R. O'Brien, Jr. Esq.

Hanson Billingslea) Filed for Record March 31st 1875 at 12 m.

Po 3 Mortgage Note) Recorded April 2nd 1875.

C. A. Castens) State of Mississippi - Madison County.

March 27th 1875. For and in consideration of the receipt of sixty acres of land, more or less, at the rates of three dollars per acre, belonging to C. A. Castens, also one brown mare valued at one hundred and twenty dollars (be it understood that said mare is held responsible until paid for) we hereby release and convey unto C. A. Castens, all our right, title and interest for wages and shares or any other part of the crop of cotton, corn, peas and potatoes grown on the place owned by the said C. A. Castens or under his control, said crop being under the management of Hanson Billingslea during the year 1875, and we further certify that we will not claim any other part of the crops until the entire indebtedness incurred by ourselves or said Hanson Billingslea for the cultivation of said crop during the year 1875 shall have been fully settled with said C. A. Castens. And said C. A. Castens shall have full and entire control over

said crops until all debts pertaining to him shall be fully satisfied
and we hereby convey our liens granted us by the laws of 1873-74.
Witnessed by W.H. Brownrigg *W.H. Brownrigg* ^{his} _{mark}
Joe Walker & R. L. Caster

The State of Mississippi } ss. Personally appears before me, C.S. Jeffrey,
Madison County } Clerk of the Chancery Court; the abovesigned
R. L. Caster, one of the subscribing witnesses to the foregoing deed, who,
being first duly sworn, deposes and saith that he saw the above named
Harrison Billingslea whose name is subscribed thereto, sign, seal & deliver
the same to the above named C.A. Caster, that he, this defendant, sub-
scribed his name as a witness thereto, in the presence of the said Han-
son Billingslea and that he saw the other subscribing witness, H.H.
Brownrigg and Joe Walker sign the same in the presence of the said
Harrison Billingslea and in the presence of each other, on the day &
year herein named. Testimony whereof, witness my hand & seal
of said Court, this 31st day of March, A.D. 1875.

C.S. Jeffrey, Clerk.

James Blanchard & wife
To get Deed of Trust
J.W. Downs Trustee
To secure A. Gurley

Filed for Record April 1st 1875 at 11:30 AM.

Recorded April 2nd 1875.

This Deed of Trust made and entered into
this the 30th day of Nov. 1874 between James
Blanchard and Jane Blanchard, his wife, A.M. Gurley and J.W. Downs is
to witness, that A.M. Gurley has this day become the security of the
said James Blanchard for the sum of two hundred & forty dollars
by his & Blanchard's note payable to J.H. Cullipher on the 1st day of
November 1875 with interest at the rate of ten per cent per annum from
date and the said James Blanchard & Jane his wife being anxious
to secure the said Gurley against any liability on account on ac-
count of his purity shall have on the day of the date hereof bargin-
ed, sold, aliened and conveyed and by these presents do bargain, sell,
alien and convey to the said Downs, trustee herein, the following lands
lying in Madison County, Miss. described as follows. 8¹/₂ of 100¹/₄
less 10 acres off S.W. corner, Sect. 25. T. 10. R. 2 East, together with about
twenty head of cattle, consisting of cows, calves yearlings and the
mares called Puss & Jessie but this conveyance is made in trust
to secure the said Gurley against any liability as aforesaid, and
should the said Gurley have to pay said note then and in that case
it shall be the duty of the said Downs to advertise the property above
described, for two days in three public places by written poster, and
sell the same for cash apply the proceeds to reimburse the said Gur-
ley what cost amount he may have paid on said note and should

the said Dows do before the execution of this trust the said Gurley is authorized to appoint some other person in writing to execute the duties of trustee herein. In testimony of which this deed is signed, sealed and delivered the day and year aforesaid.

James Blanchard
mark
Seal
Date
Year

State of Mississippi)

James Blanchard

Madison County } Personally appeared before me, C S Jeffrey,
Clerk of the Chancery Court of said County, the within named James
Blanchard and Jane Blanchard, 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 James Blanchard upon a private
examination, by me made, separate & apart from her said husband, acknowledg-
ed 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 1st day of December
A.D. 1874.

Seal
C S Jeffrey, Clerk

Thomas Mosby and
Julia Ann Mosby, his wife.
P. 3. Deed of Trust
J. M. Grafton, Trustee
To securo, A. N. Grafton.

Filed for Record March 31st 1875 at 112m.

Recorded April 2nd 1875.

This Indenture made and entered into this
March 24th 1875 by and between Thomas Mosby
and Julia Ann Mosby, his wife, parties of the
first part, J. M. Grafton party of the second part and trustee herein, and
A. N. Grafton party of the third part all of Madison County, Mississippi
Witnesseth: That for and in consideration of the sum of ten (\$10.00)
dollars in hand paid by party of the second part to parties of the first
part the receipt whereof is hereby acknowledged and in order to secure
the payment of three certain promissory notes of even date and being
a concurrent part of this transaction for the sums respectively, viz,
One hundred and twenty seven and 50/100 dollars and made due and
payable on the 25th day of Sept^r next the same being given for money
this day furnished to enable said parties of the first part to carry
on their plantation and which has been used by us in the purchase
of plantation supplies and necessaries and wearing apparel and
one hundred and fifty dollars and made due and payable on the
25th day of October next the same being for money this day fur-
nished by party of the third part to parties of the first part for the
purchase of one mare Molly and one hundred and fifty eight and 7/100
dollars the same being for money this day furnished by said party
of the third part to parties of the first part for the purchase of one
black horse mule named Moko about 4 years, both notes for more &

horse being given for the purpose of enabling said parties of the first to carry on or work their plantation leased from one Mr. Brock. The said Tom Mosby and Julia Ann Mosby his wife parties of the first part have this day bargained and sold and by these presents doth grant, bargain, sell, alien and convey to said Mr. Grafton party of the second part and trustee hereunder, the following described personal property, to wit: - One Mule "Mike", one mare "Molly", one mustang pony "Jinie", two white and black spotted cows and calves, marked with pitch in right and smaller took in the left ear, two sows and eight pigs with same mark as cows and one wagon and all crops of corn, cotton, peas, tobacco and other agricultural products of whatever name, nature and description (and all rentals due), raised by themselves and their employees during the year 1875 and any subsequent year until said indebtedness is discharged. To have and to hold unto said Mr. Grafton, his heirs and assigns and the said parties of the first part covenant and warrant to forever defend the title to same against any and all claims whatsoever. In trust, nevertheless, and upon the following conditions: That if said Tom Mosby and Julia Ann Mosby shall deliver sufficient cotton at the cotton gin-house of Mr. Grafton, the cotton to be ginned in the gin of the said Mr. Grafton, upon the date of the maturity of these three within named promissory notes, then this deed to be null void, but if the said Tom Mosby and Julia Ann Mosby shall fail, refuse or neglect to pay or cause to be paid upon the day of the date of the maturity the said notes or either of them then the said party of the second part or the successors of him may and shall enter into and take possession of said personal estate and sell the same or so much thereof as may be necessary before the plantation at the store of Breckville at public auction to the highest bidder for cash after giving ten days notice of sale by posting advertisement in one or more places in the 5th Supervisor's District of said County and State and convey the property so sold to the purchaser or purchasers thereof by proper instruments of conveyance and from the proceeds of said sale the said party of the second part or the successors of him shall first pay the cost and charges of this deed and of said sale and then pay to said party of the third, his assigns, the amount secured to be paid and represented by the promissory notes and the remainder if there be any he shall then and there pay over to said parties of the first part. It is further understood and agreed by the parties hereto that if said party of the second part shall fail to perform the duties of trustee then the party of the third part

Signed in full this 1st day of May 1876

his assigns, shall in writing appoint another Trustee to fulfil the duties imposed upon the said Franklin in testmony whereof the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Tom & Mosby Seal
mark Ceeed

Julia Ann & Mosby Seal
mark Ceeed

State of Mississippi }
Madison County }
C. C. Postell of the said County, the within named Tom Mosby

who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed. Given under my hand and official seal, at office, this 24th day of March AD 1875. C. C. Postell J.P. Seal Ceeed

State of Mississippi }
Madison County }
C. C. Postell of the said County, the within named Julia Ann Mosby wife of the said Tom Mosby, who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. Given under my hand and official seal, at office, this 24th day of March AD 1875. C. C. Postell J.P. Seal Ceeed

Cindly P. Prichard. Filed for Record March 29th at 9 AM.

Pa 7 Deed Recorded April 2nd 1875

John M. Foster Know all men by these presents. That this Indenture made and entered into this the 30th day of April AD 1874 by and between Cindly P. Prichard of the first part & John M. Foster of the second part is to witness that for and in consideration of the sum of one thousand dollars, said first party doth by these presents, bargain, sell and convey unto said second party the following described tract or parcels of land lying and being in the County of Madison and State of Mississippi, more fully described as follows, viz; - A 10 1/4 + 17 1/2 of 18 1/4 + 1 1/2 of 19 1/4 + 11 1/2 of 17 1/2 of 18 1/4 Sect. 29. Township 9. Range 4. East 4 1/2 of 18 1/4 Section 31. same township range, said to containe four hundred forty acres be the same more or less, to have and to hold the same unto him the said second party his heirs and assigns forever together with all the buildings, appurtenances and hereditaments therewith 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 lands against all claims & membrances whatsoever. In testimony whereof said first party hath hereunto set her hand and seal this the

30th day of April AD 1874.

The State of Mississippi

County of Madison

This day personally appeared before the
City of Canton ^{Seal}
undersigned, Notary Public of said City Mrs.
Emily P. Peirce who acknowledged that she signed, sealed and deliv-
ered the foregoing and annexed instrument, on the day and year
aforesaid, and for the purpose therein mentioned, as her act & deed.
I have under my hand & seal of office, at Canton this thirtieth day
of April 1874.

^{Seal}

R. G. Peirce

To Deed:

F.O. Daugford

Filed for Record March 31st 1875 at 10 am.

Recorded April 3rd 1875.

This Deed Conveyance made this day Dec 1st A.D. 1874
between R. G. Peirce of the first part, F.O. Daugford of the second part-
all of the County of Madison & State of Mississippi, Wtinesseth, that
the party of the first part, for and in consideration of a sum of money
within the city of Canton in said County & State aforesaid, conveyed
by B. H. Ward, on the 10th day of January A.D. 1874; to F.O. Daugford, the
party in this deed of the second part; delivered to the party of the first
part, does hereby grant, bargain, sell & convey & does by this deed
bargain, grant, sell & convey to the said party of the second part,
a certain lot or parcel of ground and all its hereditaments lying
and being within the corporate limits of the city of Canton aforesaid
and described as follows, beginning 30 feet south of the S.E.
corner of a lot of ground heretofore sold by J. P. Cameron his
wife to Boanigard, running thence west 312 feet to a street thence
south 100 feet to a stake, thence east 312 feet to a street, thence
north with said street 100 feet to the beginning, containing
by estimation three fourths of an acre; To have and to hold
the above described premises with the appurtenances, to the said party
of the second part, his heirs, and the said party of the first part
does covenant with the party of the second part, that he will
arrant and defend the title of the same to the party
of the second part & his or assigns, free from & against the
rights, title or claims of any person whatsoever, and from any
and all persons claiming by, through or under them or either
of them. In testimony of which the party of the first part
puts his name & seal. This day & year above written

The State of Mississippi

Madison County

R. G. Peirce

This day personally appeared before the
undersigned, Clerk of the Chancery Court of said County, R. G. Peirce

who acknowledged that he executed, signed, sealed and delivered the above Deed on the day & year aforesaid, and for the purposes therein mentioned, as his act and deed given under my hand and seal of office, at Canton this ^{1st day of December AD 1874}
E. S. Jeffreys Clerk

Simon Taylor Filed for Record April 1st 1875 at 12 m.
 To Deed of Trust Recorded April 3rd 1875
 James F. Moore This Indenture made and entered into this
 Dated Day of March ad. 1875,
J. F. B. Hart by and between Simon Taylor of Madison County, farmer, party of the first part, and James F. Moore of Hinds County party of the second part and J. F. B. Hart of Jackson county aforesaid, Merchants, parties of the third part; Witnesseth, that said party of the first part is indebted to the parties of the third part in the sum of Eighty-nine and $\frac{6}{10}$ dollars, evidenced by his promissory for that amount bearing date January 1st A.D. 1875. And that whereas, the said parties of the third part have undertaken and promised to supply the said party of the first part, goods, wares and merchandise during the year 1875, to the amount of Seventy five (\$75 $\frac{00}{00}$) dollars, from this date until the first day of October ad. 1875, the said goods, wares and merchandise being for plantation supplies and necessities, and wearing apparel; and that whereas, the said party of the first part is desirous of securing to the said parties of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October ad. 1875. Now, therefore, in consideration of the premises, as well as for and in consideration of the sum of ten dollars, which paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged) the said party 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 assigns, the following described personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit, All and Singular the cotton and corn and other agricultural products to be raised by said party of the first part on the Spalladay place in said County of Madison, during the current year. To have and to hold the same unto the said party of the second part, his and assigns, and the survivor of him forever, in trust, nevertheless upon these terms and conditions, that is to say, if the said party of the first part shall fail or refuse to pay the said parties of the third part, and their assigns, the amount of said indebtedness, goods wares and merchandise, on or before the maturity thereof.

and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, or the survivor of him, may and shall enter into and take possession of said personal estate, & sell the same, or so much thereof as may be necessary, at some convenient public place at public auction, to the highest bidder for cash, after giving 10 days notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in Madison County, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor 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, goods, wares and merchandise, and all interest due thereon; And if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party of the first part aforesaid his and assigns, and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfactorily upon the record thereof, and the same thenceforward shall be null and void, 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 to whom that case the said parties of the third part or their assigns, shall appoint another trustee in his place, whose actions and doings in the premises shall be as binding as if done by the said James F. Moore, trustee aforesaid. In testimony whereof, The said party of the first part hereinabove sets his hand & seal on the day & year first above written. *James F. Taylor* *Seal.*

State of Mississippi)

Hinds County }
Personally appeared before me, Peyton Robinson
son a Justice of the Peace in and for said County, James Taylor, who acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, on the day and year, and for the purpose therein mentioned as his act and deed. I, witness whereof, have hereunto set my hand & seal,
this the 22nd day of March 1875 *Peyton Robinson J. P. Seal*

Joseph Jones

Test. Deed of Trust

J. F. Moore Trustee

J. B. Clark

Filed for Record April 1st 1875 at 12 m
Recorded April 3^d 1875
This Indenture, made and entered into this the
18th day of February Ad. 1875, by and between Joseph

Jones, of Madison County, farmer, party of the first part, and James F. Moore, of Jackson Lands Co, party of the second part and J.S.P. Hart of Jackson aforesaid, merchants, parties of the third part. Witnesseth, that said party of the first part is indebted to the parties of the third part in the sum of two hundred and forty-eight ^{9/100} dollars, evidenced by his promissory for that amount, bearing date February 9th 1875. And that whereas, the said parties of the first part have indebtedness and promised to supply the said party of the first part, goods, wares and merchandise during the year 1875, to the amount of seventy (70) dollars; from this date until the first day of October A.D. 1875, the said goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; and that whereas, the said party of the first part is desirous of paying to the said parties of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of October A.D. 1875. Now, therefore, In consideration of the premises, as well as for and no consideration of the sum of Ten Dollars in hand paid by the said party of the second part, to the said party of the first part (the receipt whereof is hereby acknowledged,) the said party 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 personal estate, lying and being in the County of Madison, in the State of Mississippi, to wit: All and singular the cotton and corn crops and other agricultural products, to be raised by the party of the first part, on Ben Jones' plantation in Madison County aforesaid during the current year. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the survivor of him forever, in trust, nevertheless upon these terms and conditions. That is to say, if the said party of the first part shall fail or refuse to pay the said parties of the third part and their heirs and assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the said party of the second part, or the survivor of him, may and shall enter into and take possession of said personal estate, and sell the same, or so much thereof as may be necessary, at some convenient public place, at public auction, to the highest bidder for cash, after giving 10 days' notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in Madison County, and convey the estate so sold to the purchasers or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor 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 heirs and assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; And if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party of the first part and his heirs and assigns; and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null void. 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 appoint another trustee in his place, whose actions and doings in the premises shall be as binding as if done by the said James F. Moore, trustee aforesaid.

In testimony whereof, The said party of the first part hereunto set his hand seal, on the day and year first above written.

The State of Mississippi) *Joseph Jones* ^{his} _{Seal}

Hinds County. Personally appeared before me, Peyton Robinson, a Justice of the Peace in and for, said County, Joseph Jones, who acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, on the day and year, and for the purposes therein mentioned, as last set and deed. In witness whereof, I have hereunto set my hand seal, this the 18th day of February A.D. 1875.

Peyton Robinson Jr. ^{his} _{Seal}

John Hardy, Trustee. Filed for Record April 1st 1875 at 11:30 A.M.

To Deed.

Recorded April 3rd 1875.

A. M. Gurley. This Indenture, made this 31st day of December A.D. 1875, between John Hardy, Trustee as hereinafter mentioned, of the first part, and A. M. Gurley of the second part, witnesseth: Whereas, by a certain Deed, executed by Richard C. Saunders and Ellen M. Saunders, his wife, dated the 1st day of April, A.D. 1856, and recorded in the office of the Clerk of the Court of Probates in and for Madison County, Mississippi, in Book of Deeds C, pages 134 and 135, the said Richard C. and Ellen M. Saunders did convey a certain lot or parcel of land 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 instant 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 therein particularly set forth: And, whereas, it is the intention of said beneficiaries to

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 purposes 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 record ed in the office of the Clerk of Probates, aforesaid, in Book of Deeds O, pages 136 & 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 in hand 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 28, in Square No 3, according to the survey, subdivision and plat of said ground hereinbefore referred to, and now known as the Custom Cemetery. To have and to hold said lot hereby conveyed, unto him the said party of the second part, his heirs and assigns forever. In testimony whereof, the said party of the first part hath hereto set his hand and affixed his seal, the day and year first herein written.

The State of Mississippi } John Handy 

Hinds County ss. I. Personally appeared before me, C. S. Jeffrey, Clerk of the Chancery Court in and for said County, the above-named John Handy, who acknowledged that he signed, sealed & delivered the foregoing Deed, on the day and year thereon mentioned as his act and deed. Witness my hand and seal of said Court this 30th day of December A.D. 1871.



C. S. Jeffrey Clerk

Addine McNeely Filed for Record April 1st 1875 at 9 a.m.

To quitclaim Deed Recorded April 3rd 1875.

A. H. Bradley This Indenture made the twenty-second day of January 1875, one thousand eight hundred and seventy-five between Addine McNeely of the County of Hinds, State of Mississippi party of the first part and A. H. Bradley and Mary J. Bradley of the County of Hinds, State of Mississippi, parties of the second part. Witnesseth, that the said party of the first part for and a valuable consideration the receipt whereof is hereby acknowledged (and the said parties of the second part forever released and discharged therefrom) has renounced, released, sold, conveyed and quit-claimed and by these presents do renounce, release, sell, convey and quit-claimed unto the said parties of the second part, their heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part have in and to the following parcel of land, to wit, the west-half of north-west quarter, south-west quarter, and west-half of south-east quarter, section twenty-two; north-half of west-half of north-west quarter,

North-half of east-half of north-west quarter, north-half of west-half of north-east quarter, section twenty-seven, also part of south-half of west-half of south-west quarter being 20 acres section twenty-seven all lying in Township eight range two west, containing four hundred and sixty acres, more or less.

To have and to hold the same together with all and singular the appurtenances and privileges thereto belonging or in any wise thereunto appertaining and all the estate, right, title, interest & claim whatsoever, of the said party of the first part either in law or equity to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns forever. And the said party of the first part for herself and her heirs, executors and administrators do covenant, promise and agree to and with the said parties of the second part, their heirs and assigns, executors and administrators that she has not made, done committed, executed or suffered any act or acts whatsoever, whereby or by means whereof the above mentioned and described premises or any part or parcel thereof shall at any time hereafter shall or may be impeded charged or encumbered in any way or manner whatsoever. In testimony whereof the said party of the first part, hereinabove sets her hand and seal, the day & year first above written

State of Mississippi } A. McNeely. *Seal*

County of Linds } J. B. Robertson, Acting Justice of the Peace
in and for said County and the State aforesaid do hereby certify
that Adeline McNeely being personally known to me as the same
person whose name is subscribed to the foregoing instrument
of writing appeared before me this day in person and acknowledged
that she signed, sealed and delivered the said instrument of
writing as her free and voluntary act for the uses and purposes
therein set forth. Given under my hand & seal this 1st January
1875. J. B. Robertson, J.P. *Seal*

2nd District

✓ George Pippin } Filed for Record April 7th 1875 at 11 AM
Copy Bill of Sale } Recorded April 7th 1875

Elijah Pippin } Know all men by these presents, that I, George Pippin,
of the County of Madison and State of Mississippi, for and in consideration
of the sum of one hundred and two dollars to me paid by Elijah Pippin, the ac-
cept of which is hereby acknowledged, do bargain, sell and deliver to said Elijah
Pippin, one bay mare named "Hallie", and one black white spotted cow named
Mollie, which animals I warrant to be sound and healthy and free from
disease. Witness my hand and seal this the 15th of March 1875

The State of Mississippi } George Pippin *Seal*
Madison County } Personally appeared before me, the undersigned

Justice of the Peace in and for said County, the within named George Pippin, who acknowledged that he signed, sealed and delivered the foregoing Bill of Sale on the day and year herein mentioned as his act and deed given under my hand and seal this 5th day of April 1875

C. C. Montgomery, Jr. ^{Probate} Seal

James Ryan and) Filed for Record April 3rd 1875 at 2 PM
Mike Ryan) Recorded April 8th 1875
To 2 Deed of Trust) This deed of trust made and entered into this the
John Whelaw, Trustee) third day of April AD 1875, between James Ryan
To secure John R. Hargon) Mike Ryan and John R. Hargon and John Whelaw.
Witnesses, that the said James and Mike Ryan are indebted to the said Hargon, in the sum of fourteenhundred & fifteen dollars by their two promissory notes of this date, one falling due the 1st of Jan 1876 and the other falling due 1st of Jan 1877, for the sum of seven hundred, seven & ⁵⁰/₁₀₀ dollars each, and the said James & Mike Ryan, being willing to secure the said Hargon as the payment of said debt have on the day of the date hereof bargained, sold, aliened and conveyed and by these presents do bargain, sell, alien & convey to said Whelaw, the following lands in Madison County, Miss.
to-wit., N.W. $\frac{1}{4}$ of Sec 14 lying west of the public road leading from Camden to Pickens Station. the S $\frac{1}{2}$, E $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec 15, one hundred, forty six and $\frac{2}{3}$ feet in width off of the N.eid of the S.W. $\frac{1}{4}$ of Sec 14 and 146 & $\frac{2}{3}$ yards off of S.eid of E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec 15 and a lot of land lying between the road leading from Camden to Pickens Station and the road leading from the residence formerly occupied by JW Downs to the residence of said Ryans on the above described lands situated in Township eleven, range four east, together with two mules, one horse, two cows & calves, two yearlings, thirty head of hogs, one wagon and the entire crop of corn, cotton, fodder, peas & potatoes to be grown by the said Ryans during the present year and grown by the hands and labor employed by them, but this deed is made on this condition, that should the said Ryans fail to pay a slice of said notes at maturity, it shall be the duty of said Whelaw at the request of said Hargon to advertise the property above for thirty days in three public places and sell the same for cash and apply the proceeds of said sale to the payment of said debt and the expenses of this trust. It is further agreed that should said Whelaw from any cause fail to perform the duties of trustee as herein set forth, that said Hargon may appoint another trustee to carry out the purposes of this trust. In testimony of which this deed is signed, sealed & delivered the day and year aforesaid.

M. E. Ryan. ^{Probate} Seal

The State of Mississippi

Madison County

James Ryan. ^{Probate} Seal

Before me, JW Downs, an acting Justice of the

Peace, for said County, this day came James Ryan and Mike Ryan whose names are signed to the above deed who acknowledged that they signed, sealed and delivered said deed on the day of the date thereof as their own act and deed for the purposes therein stated. Given under my hand & seal the third day of April AD 1845.

J. H. Dowers. *[Signature]*

Justice of the Peace.

Peter Thompson ^{and}) Filed for Record April 1st 1845 at 9 am

Kaney, his wife Recorded April 8th 1845

To Deed of Trust This Indenture, made and entered into this the 1st day of March AD 1845, by and between Peter Thompson
and Secure Robinson Stevens, to Kaney Thompson, wife, parties of the first part; and
R. B. Battle, trustee, party of the second part and Robinson Stevens parties of
the third part, witnesseth, that said parties of the first part are indebted to the
parties of the third part in the sum of Three Hundred and two dollars, eviden-
ced by note and open account, and that whereas the said parties of the third part
have undertaken and promised to supply the said parties of the first part, goods,
wares and merchandise, during the year 1845, to the amount of Three hundred
dollars, from this date until the first day of November AD 1845, the said goods,
wares and merchandise being for plantation supplies and necessaries, wearing
apparel; and that whereas, the said parties of the first part are desirous of serv-
ing to the said parties of the third part the prompt payment of the said indebted-
ness at the maturity thereof, and the advances and supplies on or before the 1st
day of November AD 1845. Now, Therefore, In consideration of the premises
as well as for and in consideration of the sum of Two 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, bar-
gained and sold, and by these presents do grant, bargain, sell and convey
unto the said party of the second part, his heirs, executors, administrators &
assigns, the following described real and personal estate, lying and being
in the County of Madison, in the State of Mississippi, to-wit: (1) One light
bay mare mule, (1) Sorrell horse muled, (1) One cream colored mare mule,
(1) One yoke oxen, (1) One waggon; all crops of cotton, corn & other agricultural
products as crops of 1845 raised or produced by us, or either of us, all stock, all
farming implements. To have and to hold the same unto the said party of
the second part, his heirs, executors, administrators and assigns, and the
survivor of him forever, in trust, nevertheless upon these terms & conditions,
that is to say, if the said parties of the first part shall fail or refuse to pay
the said parties of the third part, and their assigns, the amount of said in-
debt-edness, goods, wares and merchandise, on or before the maturity thereof,
and all interest which shall accrue thereon, and the costs and charges of this
Deed, then the said party of the second part, or the survivor of him, may

and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, at some convenient public place at public auction, to the highest bidder for cash, after giving ten days' notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in Madison County, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor 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, goods, wares and merchandise, and all interest due thereon, and of there, there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns, and if the said parties of the first part shall well & truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties 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 appoint another Trustee in his place, whose acts and doings in the premises shall be as binding as if done by the said R.B. Battle trustee aforesaid. 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 & hold till said payments are made or said property is sold as aforesaid. In testimony whereof, The said parties of the first part hereinabove set their hands and seals, on the day and year first above written.

The State of Mississippi }
Hinds County }

Peter T. Thompson ^{his} mark ^{Seal}
Dane T. Thompson ^{her} mark ^{Seal}
Personally appeared before me, Murray Peyton, County Clerk in and for said County, Peter Thompson & Dane T. Thompson, who acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, on the day and year, and for the purposes therein mentioned, as their act & deed.

Also personally appeared before me, Dane T. Thompson wife of the said Peter Thompson, who, on a private examination separate and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing Deed of Trust, on the day and year, and for the purposes therein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

In witness whereof I have hereunto set my hand and seal, this the 26th day of March A.D. 1856.



Murray Peyton - Clay Clerk
By J. A. Hansen, D.C.

✓

<u>Willis Mitchell and wife</u>	Filed for Record April 2 nd 1845 at 9 am
<u>To 3 Deed of Trust</u>	Recorded April 8 th 1845.
<u>J. C. Smith Trustee</u>	This Deed of Trust, made this 31 st day of March 1845,
<u>to secure Robinson & Withers</u>	Witnesseth: That whereas, Willis Mitchell and his wife Clara Mitchell, farmers of Madison County, Miss. parties of the first part are indebted to Robinson & Withers, Merchants at Bolton, Miss. in the sum of - dollars or, and whereas, said parties of first part expect said Robinson & Withers to advance seventy-five dollars money, supplies and merchandise during the year 1845, and whereas, said parties of the first part agreed to secure the payment of said sum, as also any further amounts that may be advanced as aforesaid and not mentioned herein. That the parties of the first part, in consideration of the premises as well as for ten dollars to them paid by J. C. Smith, Trustee, doth hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows; our entire crop of cotton, corn and ^{other} agricultural products raised by us and all brands we may employ during year 1845, also, one bay horse, two years old named (Jim). One yoke white red- spotted oxen; one three and one four four years old, one white speckled cow, one horn- broken, also one calf, now all in our possession and unincumbered. The title to which unto said Trustee or any successor, we warrant and agree forever to defend; in trust, however, that if said party of the first part shall, on or before the first day of October, 1845, pay what may be due said Robinson & Withers 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 have and give ten days notice of the time, place & terms of sale by posting in three public places in Hinds County, Miss. Sell said property of a sufficiency thereof, to make said payment, for cash, at public auction, at Bolton Miss. And said Robinson & Withers or their legal re- presentatives, can, at any time they may desire, appoint a trustee in the place of J. C. Smith 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 until de- manded by the Trustee for either of the purposes as aforesaid, said parties of first part can hold the same. In testimony whereof, Said Willis Mitchell Clara Mitchell, J. C. Smith & Robinson & Withers have hereunto set their hands & seals on the date above written.

Willis Mitchell *Seal*
mark *Seal*
Clara Mitchell *Seal*
mark *Seal*
J. C. Smith *Seal*

The State of Mississippi)

Hinds County. This day personally appeared before me, Mayor of
Bolton, and ex-officio a Justice of the Peace in and for Hinds County, Willis

Robinson & Withers *Seal*

mark *Seal*

Mitchell and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, at the time therein named, as his act and deed. Also before me, on the same day, appeared Clara Mitchell, wife of the said Willis Mitchell, and acknowledged upon a private examination by me, separate and apart, that she signed, sealed and delivered the above Deed of Trust, on the date thereof, as her own act and deed, freely and voluntarily, and without any fear, threats, or compulsion, on the part of her said husband. Witness my hand and seal, this the first day of April A.D. 1875.

C. E. Baldwin
Seal
executed

Grayson & Co-office, Jr

Elouise Jackson) Filed for Record April 2nd 1875 at 4 P.M.

P. J. Deed Recorded April 8th 1875

R. A. Harris State of Mississippi Madison County

Know all men by these presents, that I, Elouise Jackson F.W.C., for and in consideration of the sum of fifteen dollars to me cash in hand this day paid do hereby relinquish and assign to R. A. Harris all my right, interest, claim or demand of any kind whatsoever & to a lot of land, heretofore sold to me by Mrs Hattie W. Cameron, W. J. Cameron her husband & John P. Cameron described as follows, situate, lying and being in the City of Canton & more particularly known & described as follows, beginning at the North East corner of a lot of ground now occupied by J. H. Toler in said City of Canton, running thence east sixty feet to a stake, thence South two hundred feet to a stake, thence west sixty-six feet to the line of said Toler, thence North to the beginning. To have and to hold said lot of land of ground against all claims or demands, whatever that I possess under a bond for Little given me by the said Mrs Hattie W. Cameron, W. J. Cameron & John P. Cameron. In witness whereof I have hereunto set my hand and seal this the 2nd day of April A.D. 1875.

State of Mississippi) Elouise ^{her} Jackson

Madison County. S. Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the witness named Elouise Jackson who acknowledged that she signed, sealed and delivered the foregoing Deed on the day and the year mentioned, as her act and deed given under my hand & official seal, at Office, this 2nd day of April A.D. 1875.

C. S. Jeffrey Clerk
Seal
executed by H.R. C. Burroughs, Jr.

Peter Brown and Filed for Record April 3rd 1875 at 5:30 P.M.

Martia Brown Recorded April 8th 1875

P. J. Deed of Trust

S. C. Divine, Trustee

S. H.ail & Co.

This day made the third day of April A.D. 1875 by Peter & Martia Brown to S. C. Divine, trustee, to secure S. Hail & Co. in the payment of Two hundred & fifty dollars, which the said S. Hail & Co. has promised and agreed to furnish the said

P. & M. Brown to enable the said P. & M. Brown to carry on their plantation or farm in Madison county during the year AD 1845; That in consideration of the indebtedness incurred, and in consideration of the advances to the said Peter & Martha Brown by the said S. Weil & Co. this day made in provisions and supplies to the amount of Eighty dollars, and in consideration of the advances hereafter to be made by said S. Weil to said parties of the first part the said P. & M. Brown hereby grant, bargains, sell, alien and convey to the said S. C. Dixie party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property, viz; all cotton, corn, farming implement, wagons, 1 Blk. horse mule named Ned, and also, whatever mule, horses, cattle, hogs, wagons, cart, buggies, goods and chattels that may hereafter be acquired by the said Peter & Martha Brown, and the crop of cotton, corn, fodder, peas, potatoes, and what ever else may be grown by the said P. & M. Brown for their use, on any lands 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 Oct. AD 1845, and if said indebtedness shall then not have been discharged fully, it shall be lawful for the said S. C. Dixie or anyone he or said S. Weil & Co. may appoint, to seize whereever 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 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 Peter & Martha Brown. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said S. Weil & Co. hereby consent to and accept - that is to say, the said P. & M. Brown are to have in Cotton by the 1st day of Oct. 1845 such a 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 there, the said P. & M. Brown to pay said S. Weil & Co. 2 1/4 per cent on the whole of said indebtedness, which is agreed on as liquidated damages in case of non performance of the allegations therein. 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 1847, it is further to witness that the indebtedness above mentioned is for plantation supplies for the year AD 1845, to enable said Peter & M. Brown to operate and carry on their 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 Gentle 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 Peter and Martha Brown hath affixed their names & seal to this deed, this the 3rd day of April AD 1845

Peter ^{his} ~~mark~~ Brown ^{Seal}

Martha ^{her} ~~mark~~ Brown ^{Seal}

The State of Mississippi } Madison County } Personally appeared before me, C. P. Jeffery, Clerk of the Chancery Court of said County, the within named Peter Brown and Martha Brown, 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 Martha Brown 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 said husband. Given under my hand and seal of said Court, this 3rd day of April AD 1845.

C. P. Jeffery, Clerk

Plummer Wilson) Filed for Record April 5th 1845 at 8 AM
To 3 Deed of Trust) Recorded April 8th 1845
J. S. Porter, Trustee) This Indenture, made and entered into this the 25th
To secure J. B. Yellowley) day of March A.D. 1845, by and between Plummer Wilson, party of the first part, and J. S. Porter, party of the second part and J. B. Yellowley, party of the third part, Wttschett, that said party of the first part indebted to the party of the third part in the sum of dollars evidenced by Ind. that whereas the said party of the third part has undertaken and promised to supply the said party of the first part, goods, wares and merchandise during the year 1845, to the amount of one hundred and fifty dollars, from this date until the first day of November AD 1845, the said goods, wares and merchandise being for plantation supplies and necessaries and wearing apparel; and that whereas, the said party of the first part is desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies made before the last day of November AD 1845.

Now therefore; In consideration of the premises, as well as for and in consideration of the sum of One dollar, un-hands paid by the said party of the second part, to the said party of the first part (the receipt whereof is hereby acknowledged,) the said party of the first part has 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, in the State of Mississippi, to wit, - All the crop of

cotton and corn, &c, to be grown by the said party of the first part during the present year. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the survivors of him forever, in trust, nevertheless upon these terms and conditions; That is to say, if the said party of the first part shall fail or refuse to pay the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, or the survivors of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, at some convenient public place, at public place, at public auction, to the highest bidder for cash, after giving two days notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in said County, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second party, or the survivors of him, shall pay ^{first} the cost and charges of this Deed, and of said sale, and then pay to the said party of the third part and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; And if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party of the first part and his assigns; and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof; and the same thereafter shall be null and void. 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 party of the third part or his assigns, shall appoint another trustee in his place, whose actions and doings in the premises shall be as binding as if done by the said J. S. Post's trustee aforesaid. In testimony whereof, the said party of the first part hereunto set his hand & seal, on the day and year first above written.

Plummer & Wilcox

^{mark}

The State of Mississippi } Personally appeared before me, a Justice of the Peace,
Madison County, } in and for said County, Plummer & Wilcox who acknowledged that he signed, sealed and delivered the foregoing Deed of trust on the day and year, and for the purposes therein mentioned as his act and deed.

In witness whereof, I have hereunto set my hand & seal, this the 3rd day of April A.D. 1876.

C. C. Montgomery, J.P. ⁰⁰⁰⁰ ^{Enclosed}

W^r. M. A. Booth
To y Deed.

Lewis Suckett

Filed for Record Apr. 3rd 1845 at 4 PM.

Recorded April 9th 1845

Know all men by these presents. That this indenture made and entered into this the 12th day of January Ad 1842, by and between W^r. M. A. Booth, of the first part & Lewis Suckett of the second part, witnesseth, That for and in consideration of the sum of forty dollars this day paid and first by said second party, said first party doth by these presents bargain, sell, alien and convey unto said second party the following lot or parcel of ground lying and being in the County of Madison and State of Mississippi, and more fully described as follows, viz., - one acre of land lying immediately adjoining the lot owned by Robt. Gano & North west of his lot in the S.E. corner of the 5th of the West p^r, R^e. 14, Sect. 1st of Township 9th R^e. 3 East & two acres north of the tract above-mentioned. 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 thereto belonging In testimony whereof said first party hath affixed her hand and seal this the day and year first above written. M. A. Booth ^{Sealed}

M. A. Booth ^{Sealed}

Ella Booth

State of Mississippi)

Lillian Booth

Madison County } This day personally appeared before me, J. H. Wood, a justice of the Peace of the County and State aforesaid, W^r. M. A. Booth, who acknowledged that she signed, sealed and delivered the within deed on the day and year therein mentioned as her act and deed and for the uses and purpose therein mentioned. Given under my hand and seal this the 26th day of Jan 1842. J. H. Wood ^{Sealed}

James Leflore and
Washington Jenkins

To y Deed of Trust

J. S. Porter, Trustee

Filed for Record April 5th 1845 at 8 AM

Recorded April 9th 1845

This Indenture, made and entered into this the 3rd day of April, Ad 1845, by and between James Leflore and Washington Jenkins parties of the first part, and J. S. Porter, party of the second part & J. B. Yellowley, party of the third part, witnesseth, that said parties of the first part are indebted to the party of the third part in the sum of fifty dollars evidenced by their promissory note dated April 3rd 1845, and due November 1st 1845. And that whereas, the said party of the third part has undertaken and promised to supply the said parties of the first part, goods, wares and merchandise during the year 1845, to the amount of Two hundred and fifty dollars from this date until the first day of November Ad 1845, the said goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; and that whereas, the said parties of the first part are desirous of securing to the said party of the third part the prompt payment of the said in-

debtedness at the maturity thereof, and the advances and supplies on or before the first day of November Ad 1875. Now, therefore, in consideration of the premises, as well as for and in the considerations of the sum of One dollar, 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 in the State of Mississippi, to wit: All the crop or crops of every kind and description grown during the present year by the said parties of the first part, or any one in their employ, to have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the survivors of him forever, in trust nevertheless upon these terms and conditions, That is to say, if the said parties of the first part shall fail or refuse to pay the said party of the third part, and his assignes, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, or the survivor of him, may and shall enter into and take possession of said real and personal estate, and all the same, or so much thereof as may be necessary, at some convenient public place, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in said County, and convey the estate so sold to the purchaser or purchasers, thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor of him, shall first pay the cost and charges of this deed, and of said sale, and then pay to the said party of the third part and his assignes, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; And if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns, and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares & merchandise, and all interest thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, for any cause fail to perform the duties of trustee, as aforesaid, then and in that case the said party of the third party or his assignes, shall appoint another trustee, in his place, whose acts and doings in the premises shall be as binding as if done by the said J. S. Porter, 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. Jas & Lefflor ^{his} Seal ¹⁸⁴⁵
 The State of Mississippi } Washington ^{his} Seal ¹⁸⁴⁵
 Madison County } Personally appeared before me, C.C. Justice of the Peace, in and for said County, Jas. Lefflor and Washington Jenkins, who acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, on the day and year, and for the purposes therein mentioned, as their act and deed In witness whereof, I have hereunto set my hand and seal, this the 3rd day of April A.D. 1845 C. C. Montgomery ^{his} Seal ¹⁸⁴⁵

Gabriel Harper and Ann Harper Filed for Record April 5th 1845 at Biloxi.
J.S. Porter Trustee Recorded April 9th 1845
P. Secure. J.B. Yellowley This Indenture, made and entered into this the 3rd day of April A.D. 1845, by and between Gabriel Harper and Ann P. Secure, J.B. Yellowley, Harper, his wife, parties of the first part, and J.S. Porter party of the second part and J.B. Yellowley, party of the third part, witnesseth, that said parties of the first part indebted to the party of the third part in the sum of Dollars evidenced by And that whereas, the said party of the third part has undertaken and promised to supply the said party of the first part goods, wares and merchandise during the year 1845, to the amount of Seventy-five ⁰⁰ dollars, from this date until the first day of November A.D. 1845, the said goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel, and that whereas the said parties of the first part are desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November A.D. 1845. Now, therefore, in consideration of the premises, as well as for and in the 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 hereof acknowledged,) the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell & 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, in the State of Mississippi, to wit,

One dark bay horse gelding being a stallion, and all the crops of every kind and description that may be grown by the said parties of first part during the present year, or by any one in their employ.

To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the survivor of them forever, in trust, nevertheless upon these terms and conditions, That is to say, if the said parties of the first part shall fail or refuse to pay the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which

shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, or the survivor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, at some convenient public place, at public auction, to the highest bidder for cash, after giving two days notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in Madison County, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part, or the survivor of him, shall first pay the cost and charges of this deed, and of said sale and then pay to the said party of the third part and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this Deed, then the said party of the second part shall enter into satisfaction of this Deed upon the record thereof, and the same thereafter shall be null and void. 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 party of the third part or his assigns, shall appoint another trustee in his place whose actions and doings in the premises shall be as binding as if done by the said J. S. Porter trustee aforesaid. In testimony whereof, The said parties of the first part hereto set their hands and seals, on the day and year ^{first above} written.

Gabriel & Harper. *Scal'd*
Ann & Harper. *Scal'd*

The State of Mississippi,

Madison County. Personally appeared before me, a Justice of the Peace in and for said County, Gabriel Harper who acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, on the day and year and for the purposes therein mentioned as his act and Deed. Also personally appeared before me, Ann Harper wife of the said Gabriel Harper who, on a private examination separate and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing Deed of Trust, on the day & year, and for the purposes therein mentioned as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband. In witness whereof, I have hereunto set my hand and seal, this the third day of April A.D. 1875.

E. C. Montgomery, J.P. *Scal'd*

✓

Elijah Forbes -) Filed for Record April 5th 1845 at 8 am
To Deed of Trust Recorded April 10th 1845.
J.S. Porter, Trustee This Indenture, made and entered into this the 23rd day
between J.B. Yellowley of March A.D. 1845, by and between Elijah Forbes, party
of the first part, and J.S. Porter, party of the second part, and J.B. Yellowley
party of the third part. Witnesseth, that said party of the first part is indebted
to the party of the third part in the sum of Fifty-four $\frac{1}{2}$ dollars, evidenced by
his promissory note, dated February 4th 1843, due November 1st 1843, with credit
to amount of \$120 $\frac{1}{2}$ dollars. And that whereas, the said party of the third part
has undertaken and promised to supply the said party of the first part, goods,
wares and merchandise during the year 1843, to the amount of \$125⁰⁰ dollars,
from this date until the first day of November A.D. 1845, the said goods, wares and
merchandise being for plantation supplies and necessities, and wearing apparel,
and that whereas, the said party of the first part is desirous of securing to the said
party of the third part the prompt payment of the said indebtedness at the ma-
turity thereof, and the advances and supplies on or before the first day of Novem-
ber A.D. 1845. Now, therefore, In consideration of the premises, as well as for and in the
consideration of the sum of One dollar, in hand paid by the said party of the se-
cond part, to the said party of the first part (the receipt whereof is hereby acknowledged)
the said party of the first part has granted, bargained and sold, and by these pre-
sents 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, in the State of Mississippi
to wit; One brown mare mule Mary, and all the crop or crops of every kind
and description that may be raised by the said party of first part during the
present year. To have and to hold the same unto the said party of the second part
his heirs, executors, administrators and assigns, and the survivor of his forces,
in trust, nevertheless upon these terms and conditions, That is to say, if the
said parties of the first part shall fail or refuse to pay the said party of the third
part, and his assigns, the amount of said indebtedness, goods, wares and mer-
chandise, on or before the maturity thereof, and all interest which shall accrue
thereon, and the costs and charges of this deed, then the said party of the second
part, or the survivor of him, may and shall enter into and take possession
of said real and personal estate, and sell the same, or so much thereof as
may be necessary, at some convenient public place, at public auction, to the
highest bidder for cash, after giving ten days' notice of the time and place of
said sale, by post and advertisements thereof in three or more convenient public
places in said County, and convey the estate so sold to the purchaser or pur-
chasers thereof, by proper instruments of conveyance, and from the proceeds of
said sale the said party of the second part or the survivor of him, shall first pay
the cost and charges of this Deed, and of said sale, then pay to the said party of

the third part and his assigne the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; And if the two first shall receive any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party of the first part and his assigne; and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void; It is further understood and agreed by the parties 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 party of the third part or his assigne, shall appoint another trustee in his place, whose actions and doings in the premises shall be as binding as if done by the said J. S. Porter, trustee aforesaid. In testimony whereof the said party of the first part hereto sets his hand and seal this the day and year first above written.

The State of Mississippi,

Madison County, }
Personally appeared before me, Eliza F. for said County,
Elizah Forbes who acknowledged that he signed, sealed, and delivered the foregoing deed of trust, on
the day and year and for the purpose therein mentioned as his act and deed. In witness
whereof, I have hereunto set my hand and seal, this the 25th day of March AD 1875.

Elizah ^{his or} Forbes ^{Seal}
mark.

C. C. Montgomery, ^{Debt} ^{Seal}

Sam'l Washington, et al.

Filed for Record April 5th 1875 at 8 AM

Deed of Trust

Recorded April 10th 1875.

J. S. Porter Trustee

This Indenture, made and entered into this

25th day of March AD 1875, by and between

Sam'l Washington, Peter Washington, Albert Washington & McCoy Washington
parties of the first part, and J. S. Porter party of the second part and J. B. Yellow-
ley, party of the third part. Whereas, that said parties of the first part are indebted
to the party of the third part in the sum of one hundred and fifty dollars,
undecuted by their promissory note, dated March 18th and falling due November
1st 1875. And that whereas, the said party of the third part has undertaken
and promised to supply the said parties of the first part, goods, wares and merchan-
dice during the year 1875, to the amount of one hundred and twenty-five dollars,
from this date until the first day of December AD 1876, the said goods, wares and
merchandise being for plantation supplies and necessaries, and/or carrying other-
wise, and that whereas the said parties of the first part are desirous of securing to the
said party of the third part the prompt payment of the said indebtedness at the
maturity thereof, and the advances and supplies made before the first day of No-
vember AD 1875. For. therefore in consideration of the premises as well as for
and in the 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 being and lying in the County of Madison, in the State of Mississippi, to wit, one gray mare-mule named Mollie, and all the other crops of every kind and description that may be grown by the said parties of the first part or any one in their employ during the present year. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the survivor of him forever, in trust nevertheless upon these terms and conditions. That is to say if the said parties of the first part shall fail or refuse to pay the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, not before the maturity thereof and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, or the survivor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, at some convenient public place, at public auction, to the highest bidder for cash, after giving two days' notice of the time and place of said sale by posting advertisements thereof in three or more convenient public places in said County, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor of him, shall first pay the cost and charges of this deed, and of said sale, and then pay to the said party of the third part and his assigns, the amount of said indebtedness, goods, wares and merchandise and all interest due thereon; And if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns, and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof and the same thenceforward shall be null void. 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 party of the third part or his assigns, shall appoint another Trustee in his place and whose acts and doings in the premises shall be as binding as if done by the said J. L. Porter, trustee aforesaid. In testimony whereof, The said parties of the first part hereunto set their hands & seals, on the day and year first above written. *Sam'l Washington*

Albert Washington

Peter Washington

Frederick Washington

The State of Mississippi

Madison County

Personally appeared in me, in the said County

Sam. Washington, Albert Washington, Tyler Washington and Wesley Washington & two who acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, on the day and year, and for the purpose therein mentioned as their act and deed. In witness whereof, I have hereunto set my hand and seal, this 25th day of March AD 1875.

C. C. Montgomery J.P. ^{Notary Public}

H. R. Stewart) Filed for Record April 5th 1875 at 8 A.M.
Say Deed of Trust) Recorded April 10th 1875.

B. P. Shepherd, Trustee) This Deed of Trust and Agreement, made this 3rd day of April A.D. 1875, witnesseth: That whereas H. R. Stewart of Madison County, party of the first part, is indebted to B. P. Shepherd in the sum of seventy-five dollars on his promissory note bearing immediate herewith & due first day of October 1875. And whereas, said party of the first part expects said B. P. Shepherd to advance him money, supplies and merchandise during the year 1875; And whereas, said party agreed to secure 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 have paid by B. P. Shepherd Trustee, doth hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: All of his crop of cotton sown, raised by him, or those under his control during the year 1875, which are otherwise unincumbered. The title to which unto said Trustee or any successor, he warrants and agrees forever to defend, but trusts; however, that if said party shall, on or before the first day of October, 1875, pay what may be due said B. P. Shepherd, 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 then having given ten days' notice of the time, place and terms of sale by posting in three public places in Madison County, and said remaining property, or a sufficient thereof to make said payments, for cash, at public auction at Lumbard in said County, and said B. P. Shepherd, or his legal representative can, at any time before or during, appoint a trustee in place of said B. P. Shepherd or any succeeding Trustee. And should the Trustee at any time believe said property or any part thereof undeposited in 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 the first part can hold the same. In testimony whereof said parties hath hereunto set their hands and seals.

The State of Mississippi)

County) Personally appeared before me D. P. Norrell a Justice
of the Peace in and for said County, the within named H. R. Stewart, who severally acknowledged that he signed, sealed and delivered the foregoing Deed of Trust and Agreement, and at the time therin named, as his inchoate debt.

H. R. Stewart ^{Notary Public}

Given under my hand and seal of office, this 3rd day of April 1845 -

J. S. Nonell ^{Notary Public} _{Secy.}

Jacob Joynes and
Paylor Price
To y Deed of Trust
J. S. Porter Trustee
John J. B. Yellowley

Filed for Record April 5th 1845 at 8 AM

Recorded April 10th 1845.

This Indenture made and entered into this the 27th day of March AD 1845 by and between Jacob Joynes and Paylor Price parties of the first part and J. S. Porter party of the second part and J. B. Yellowley party of the third part, witnesseth, that said party of the first part is indebted to the party of the third part no the sum of ** dollars, evidenced by * * * And that whereas the said party of the third part has undertaken and promised to supply the said parties of the first part goods, wares & merchandise during the year 1845, to the amount of one hundred and fifty dollars, from this date until the first day of November AD 1845, the said goods, wares & merchandise being for plantation supplies and necessaries, and wearing apparel and that whereas, the said parties of the first part are desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of December AD 1845. Now therefore we consideration of the premises as well as for & in the consideration of the sum of two 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 & 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, in the State of Mississippi, to-wit, All the crop or crops of every kind and description that may be grown by the said parties of first part, or any one in their employ during the present year. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, to the survivor of him forever, in trust, nevertheless upon these terms and conditions, That is to say, if the said parties of the first part shall fail or refuse to pay the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this deed, then the said party of the second part, or the survivor of him, may and shall enter into and take possession of said real and personal estate, and sell the same or so much thereof as may be necessary, at some convenient public place, at public auction, to the highest bidder for cash, after giving ten days notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in said County, and convey the estate so sold to the purchasers or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor of him, shall

first pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the third part and his assigns, the amount of said indebtedness, goods, mares and merchandise, and all interest due thereon; and if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, mares and merchandise, and all interest thereon, and the costs & charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null void. 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 party or the third part or his assigns, shall appoint another trustee in his place, whose acts and doings in the premises shall be as binding as if done by the said J. S. Porter, trustee aforesaid. Testimony whereof, the said parties of the first part hereto have set their hands and seals, on the day and year first above written.

Jacob ^{his} & former ^{Seal}
wife ^{Seal}
Taylor ^{his} & Price ^{Seal}
^{mark}

The State of Mississippi)

Madison County. Personally appeared before me a Justice of the Peace and for said County, Jacob Joyner and Taylor Price who acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, on the day & year, and for the purposes therein mentioned, as their act and deed, in witness whereof, I have hereunto set my hand and seal, this the 3rd day of April A.D.

1845

P. C. Montgomery, J.P. Seal

George Powell
P. C. Decist. Trust.
T. R. Moore trustee
Secure M. Moore

Filed for Record April 5th 1845 at 1135 A.M.

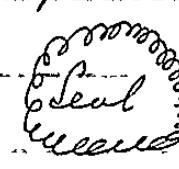
Recorded April 10th 1845

This Deed made this 5th day of April A.D. 1845 by George Powell to T.R. Moore trustee, to secure Wm. Leake & Moore in the payment of one hundred dollars, which the said Wm. Leake & Moore has promised and agreed to furnish the said George Powell to enable the said Wm. Leake & Moore to carry on his farm or plantation in Madison County, during the year A.D. 1845. Witnesseth: That in consideration of the indebtedness incurred and in consideration of the advances to the said George Powell by the said Wm. Leake & Moore this day made in provisions and supplies to the amount of one hundred dollars, and in consideration of the advances hereafter to be made by said Wm. Leake & Moore to said George Powell the said George Powell hereby grants, bargains, sells, alienes and conveys to the said T.R. Moore party of the second part, and trustee hereunder, for the uses and purposes thus named and herein-mentioned, the following described property, viz, one-half of everything made by said George Powell, and also, whatever, mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said George Powell.

and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said George Porrell for his use, on any lands during the year 1875, 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 November A.D. 1875. And if said indebtedness shall then not have been fully discharged, it shall be lawful for the said W. H. Moore or any one he or said Mrs. Mahala Moore may appoint, to seize wherever 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, 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 George Porrell. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said George Porrell hereby consents to and accepts - that is to say, the said George Porrell is to have in Cotton by the 1st day of November A.D. 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 George Porrell to pay said W. H. Mahala Moore 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 meanings 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 A.D. 1875, to enable said George Porrell to operate and carry on his 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 George Porrell 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 George Porrell & W. H. Mahala Moore has affixed their names and seals to this deed, this the 5th day of April A.D. 1875 -
 Witness - J. R. Stamford.

The State of Mississippi

Madison County Personnally appeared before the undersigned, Clerk of the Chancery Court of said County, George Porrell, who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed, signed under my hand and official Seal, this 5th day of April A.D. 1875.



E. S. Jeffrey - Clerk

Sealed. By H. D. Edwards, D.C.

Andrew Jackson

Po. 3. Deed of Trust

C. W. Andrews, Trustee

P. S. Mayson & Sanders

R. C. Smith & Penruett Foote

Filed for Record April 5th 1875 at 10 AM

Recorded April 10th 1875

This Deed of Trust executed this 3rd day of April 1875, by and between Andrew Jackson, party of the first part; Mayson & Sanders, parties of the second part, together with R. C. Smith and Penruett Foote of the same part, and C. W. Andrews of the third part. Witnesseth that whereas, at the special instance and request of the said Andrew Jackson, and after further consideration of one dollar in hand paid, the receipt whereof is hereby acknowledged, the said Mayson & Sanders, or one of them for said firm, have entered into bond for the proper appearance of said Nancy Douglas at the next term of the Circuit Court on the charge of manslaughter and to appear from day to day until trial or discharge, and whereas R. C. Smith and Penruett Foote, at the special instance and request of the said Andrew Jackson, appeared before his Honor Robt. P. C. Council, sitting as a committing court, and defended the said Nancy Douglas and have agreed to defend the said Nancy Douglas in the Circuit Court; and therefore in consideration of the premises, the said Andrew Jackson has granted, sold and conveyed, and does by these presents transfer and convey unto the said Charles Andrews the following real estate, located in the County of Madison & State of Miss., town, N 1/2 of C. 1/2 of N 1/4, Sect. 21. Pg. R 2. East, also unexpired lease of tract adjoining, to-wit, 10 acres off Dr corner, N 1/2 of S 1/4, Sect 16. Pg. R 2. East. To have and to hold unto the said Charles Andrews, his successors & assigns forever. The above sale is on the following conditions, that whereas Mayson and Sanders, or one of their firms, John R. Mayson, at the special instance of Andrew Jackson have entered into bond as aforesaid for Nancy Douglas and whereas the said R. C. Smith and Penruett Foote have appeared as aforesaid for said Nancy Douglas, and for said services in said cause have been paid the sum of \$ 20 & hold the note of Andrew Jackson and Ab. Clarke for the sum of \$ 200 due and payable, October 1st 1875. Now, therefore if the said Andrew Jackson shall have hereafter the said Mayson & Sanders, or the said John R. Mayson, against all damages for going on said bond, and shall pay to the said R. C. Smith and Penruett Foote the said sum of two hundred dollars, whence, thence this obligation, to be void; But if any damages on said bond should be declared against the said Mayson & Sanders, or either one of them, on said bond and shall remain unpaid for thirty days thereafter, or if said sum of two hundred dollars should remain unpaid after maturity, then in either case - non-payment of damages or non-payment of said two hundred dollars - the said Charles Andrews shall take possession of said land and lease, and sell the same to the highest bidder for cash, at public outcry, before the door of the Court-house in Canton, after giving ten days notice by posting notice on the door of said Court-house, and out of the proceeds of sale to pay 1st all damages, which the said Mayson & Sanders, or either of them,

may suffer; 2nd The said note of two hundred dollars, and third, to pay over the balance to said Andrew Jackson if said Andrew should die or neglect to execute this trust; then either party, herein named, shall appoint a trustee to execute the powers herein conferred on said Andrew. In testimony whereof, witness my hand & seal the day & year first above written.

Andrew Jackson
mark

Maryport Sanders

Summer & Foster

R. C. Smith per.

B. J. Barnes

The State of Mississippi }
Madison County }
ss. Personally appeared, appeared before me, under
Signed, Clerk of the Chancery Court of said County, the witness named
Andrew Jackson who acknowledged that he signed, sealed and delivered the
foregoing Deed on the day and the year mentioned, as his act and deed.

Given under my hand and official Seal, this 5th day of April 1845.

C. P. Jeffrey, Clerk

Seal. By A. B. Bennett. DC

Chas. B. Stebbins) Filed for Record April 6th 1845 at 9 am.

To quit claim deed) Recorded April 12th 1845.

J. F. Shrock. This Indenture entered into this the 23rd day of December

in the year 1844, by and between Chas. B. Stebbins as party of the first part and J. F. Shrock as party of the second part. Witnesseth that for and in consideration of the sum of eighteen dollars and thirty cents we have paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part hath received, released and quit-claimed to the party of the second part all the right title, and interest, or claim he has in and to the following land, town, lying in the County of Madison and State of Mississippi, the 17th, 18th, 19th, 20th of Section 20, Township 12, range 4 East. To have and to hold unto the party of the second part his heirs, or assigns, forever. In witness whereunto the party of the first part hath set his hand and seal hereunto. The day and year first above mentioned.

Witnesses W. F. Shrock & Gabriel Allens } Chas. B. Stebbins

The State of Mississippi } Personally appeared before me, W. D. Young, Mayor,

Holmes County, } Ex-officio Justice of the Peace in and for said County of

State, W. F. Shrock, whose name appears as witness to the witness Deed of Convey-

ance, who being duly sworn, says that the witness named Chas. B. Stebbins signing,

sealed and delivered the same in the presence as his act and deed and that the

said Gabriel Allens and W. F. Shrock signed same as witness in the presence

of each other. Given under my hand and seal of Office at Goodwin's, in

Holmes County, Mississippi, this the 20th day of February 1845.

W. D. Young

Mayot & Ex-officio

Allen Wilson

for Deed of Trust

Alexander Virden, Trustee

James Virden, Trustee

Secure J. Virden

Filed for Record April 6th 1845 at Jackson

Recorded April 12th 1845.

This Indenture, made and entered into between Allen Wilson, of the first part - Alexander Virden, of the second part and James Virden, 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 and during the present year money & supplies to aid in raising and producing the crop herein conveyed to an amount which the said party of the second part shall deem safe in so doing, not exceeding, however, the sum of fifty dollars (\$50⁰⁰) which said advances are to be due and payable to the said party of the second part, at his store in City of Jackson on the first day of November AD 1845. Now, therefore, in consideration of the aforesaid premises, the said Allen Wilson, 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 on a plantation, in said County, and wherabouts he resides, 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 to contract 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, or 1/15 of fifteen 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 deem that his security herinunder is endangered 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 new and said crop, and entitled to satisfaction out of the same before the advances herein made, and if said expenses shall be paid by Alexander Virden, his rights in that respect shall be the same as the rights of said Trustee but 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 also 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

Jacksoo on ten days notice thereof, made by posting said notice at three public places in said City; or if said Trustee and said party of the first part shall agree thereto, said cotton may be shipped to a commission agent 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 Tidew, the said party of the second part, may, by a writing under his hand & 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 Tidew 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 my hand and seal, this 13th day of March A.D. 1875.

Allan Tidew ^{Seal} ~~cccccc~~

The State of Mississippi } This day, personally appeared before me, a Notary
Madison County } Public in and for said County, the above named
Allan Tidew 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 and seal, this 13th day of March A.D. 1875.

J. H. Green ^{Seal} ~~cccccc~~
Notary Public

<u>James R. Hamblett</u> <u>To J. Deed of Trust</u> <u>John F. Covington Trustee</u> <u>James R. Hamblett, minor</u>	<p>Filed for Record April 5th 1875 at 10 am Recorded April 12th 1875</p> <p>State of Mississippi } This is to witness that I, Madison County } James R. Hamblett, have this day March 22nd 1875 bargained, sold, assigned and delivered unto John F. Covington, trustee hereinafter for Edwin A. Hamblett, minor (all the parties being in Madison County, Mississippi) all of my choses in action now due or that may become due or acquired during the year 1875 and all other subsequent years, for legal services rendered or to be rendered & all other property both real & personal that I now own this is unencumbered or that I may hereafter own or possess and all of my goods and chattels now owned or hereafter owned and possessed, for and in consideration of an indebtedness I have incurred as Guardian for E.A. Hamblett, minor, to the amount of \$3000⁰⁰ in trust, nevertheless, that if the said Mortgagor shall well and truly pay the said amount as evidenced by one promissory note of even date, then this shall be null and void, otherwise to remain in full force and virtue with power of sale in said trustee or his successor as appointed by said mortgagor after having advertised for five days by posting hand bills in three public places, all of which is to be sold for cash to the highest bidder at the residence of James R. Hamblett in Madison County,</p>
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Mississippi and after satisfying this trust if there should be any surplus to pay it over to the order of said Mortgagor. In witness whereof I have this day signed my name and affixed my seal.

State of Mississippi)
Madison County) ss

James A. Hamblin ^{Seal}
Clerk

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the witness named James A. Hamblin who acknowledged that he signed, sealed and delivered the foregoing Deed on the day & the year mentioned, as his act and deed. Given under my hand and official Seal, at office, this 5th day of April AD 1845

C. S. Jeffrey, Clerk
Seal.
By H. R. C. Brewell, O.C.

At Johnson.

John H. Moore and

George Phipps,

To Deed of Trust

John Humphries, Trustee

Whereas A. C. Browbridge

Filed for Record April 6th 1845 at 10 a.m.

Recorded April 12th 1845

This Indenture made this first day of January A.D. 1845, between A. C. Browbridge of the County of Madison

State of Mississippi of the first part and Alfred Johnson

State of the second part. Witnesseth, that the said Browbridge has hereby let and
rented to the party of the second part for the term of one year from the date hereof
all that plantation situate in said County on which said Browbridge now resides
& known as the "Buckhead" plantation - excepting, saving and receiving for the
use & subject to the disposal of, said Browbridge the mansion house aforesaid
place with the garden and yard belonging thereto. Also all that plantation
known as "Starvation Hall" formerly occupied by F. B. Pratt and adjoining
the place first above mentioned also all the mules belonging to Browbridge
now upon each sholt of said plantations, the same being 30 head, also all
the wagons, carts, plows, gears and farming implements of every description
belonging to and now upon each and both of said places; for the sum of
fifty bales of cotton weighing (450) four hundred and fifty pounds each of
the first of the crop gathered upon said plantations during the present
year. And the parties of the second part hereby covenant & agree to first
deliver to John Humphries Esq. as agent of said Browbridge said fifty bales
of cotton as aout, excepting as aforesaid, delivered at Calcasieu Portion in
good marketable order. And said parties of the second part covenant &
agree to rebuild to said Browbridge at the expiration of this lease, all
the above mentioned personal property in as good condition as the same
now is, the ordinary wear and tear thereof excepted, provided that said
parties of the second part are not to be responsible for any of said mules
that may die from the disease called Charon, and said parties of the
second part agree to quit & surrender the premises at the end of the
term in as good condition as the same now are the usual except

to or thereof and damage by the elements excepted And the said parties of the second part covenant to agree with the said Troubridge, that in all cases in which they shall sublet any of the lands above-mentioned, for a money rent or for a share of the crop, the said parties of the second part will receive & receive of said under tenants in cash and every case, a deed of trust to secure the payment of the rent or share of the crop, and in all said deeds of trust James Humphreys Esq. shall be the trustee and each and all said deeds of trust shall with the debts which they are given to secure be assigned to said Troubridge or to some person whom he may designate, as security for the payment of the fifty bales of cotton reserved in this lease It is understood that if said fifty bales of cotton, fifteen bales are for rent of mules, twenty-five bales for rent of "Starvation Hall" & ten bales for the rent of the "Lugleside Place"

A. Jones *ccccccc*

Jacob Moore *ccccccc*

Geo. Pippin *ccccccc*

January 4th 1875 I hereby assign to Charles Daugherty the written instrument for value recd? A. C. Troubridge

(State of Mississippi) This day personally appeared before C. C. Montgomery, Madison County, a Justice of the Peace of said State and County, Alfred Jones, Jacob H. Moore and George Pippin who acknowledged that they signed, sealed and delivered the foregoing contract on the day and year above mentioned as their act and deed. Witness my hand and seal this the 9th day of January AD 1875

C. C. Montgomery J.P. *ccccccc*

(State of Mississippi) This day, personally appeared before C. C. Montgomery, Madison County, a Justice of the Peace of said State and County, Alfred Jones, Jacob H. Moore and George Pippin who acknowledged that they signed, sealed and delivered the foregoing contract on the day and year above mentioned as their act and deed. Witness my hand and seal this the ninth day of January AD 1875

C. C. Montgomery J.P. *ccccccc*

Wm Law and wife

To 3 Deed of Trust

Wm Pennington

Trustee

To Secure

Jas Simpson

Filed for Records April 6th 1875 at 1.30 P.M.

Recorded April 12th A.D. 1875

This Indenture, made & entered into this the 26th day of March 1875 by & between Wm Law & Mary E Law parties of the 1st part & Wm Pennington party of the 2nd part & James Simpson party of the 3rd part Witneseth, that said parties of the 1st part are indebted to the party of the 3rd part in the sum of two hundred & twenty four dollars, evidenced by his note

dated March 26th 1875, due & payable on or before the 1st of Nov 1875; And
 that whereas the said parties of the 1st part are desirous of securing to the
 said party of the 3rd part the prompt payment of the said indebtedness at
 the maturity thereof on or before the 1st day of Nov 1875. Now therefore in
 consideration of the premises, the said parties of the 2nd part have granted,
 bargained & sold & by these presents, do grant bargain sell & convey to the
 party of 2nd part, his heirs, executors, administrators & assigns, the fol-
 lowing described, real & personal estate lying & being in the County of
 Madison in State of Missi 20 M^l, one dark bay horse mule. One
 dark sorrel mule, one iron gray mule, one dark bay mare, one sorrel
 Mare & the entire crop Corn & Cotton to be raised during the year
 1875, To have & to hold the same unto the said party of 2nd part
 his heirs, executors, administrators & assigns & the successor of him
 forever, in trust nevertheless upon these terms & conditions, that is
 to say, That the parties of 1st part by the 1st of Nov 1875, fully
 pay off the indebtedness incurred herein, & in case said indebtedness
 is not paid at maturity, then the said Wm Law, and Mary E Law
 are to pay said James Simpson 2 1/2 per cent of the whole of said
 indebtedness, which is agreed on as liquidated damages in case of
 the non performance of the allegations therein. If the said parties
 of 1st part shall fail or refuse to pay to said party of 3rd part & his
 assigns the amount of said indebtedness on or before the maturity
 thereof & all interest that shall accrue thereon & the cost & charges
 of this deed, then the said party of 2nd part, or his successor may
 it shall enter into & take possession of real & personal estate &
 sell the same or so much thereof as shall be necessary before
 the door of the Court House in the City of Canton at public
 auction to the highest bidder, for cash, after giving ten days notice
 of the time & place of said sale by advertising in some news-
 paper published in said County or by posting advertisements
 thereof in two or more convenient public places therein & convey the
 estate so sold to the purchaser or purchasers thereof by proper
 instruments of conveyance & from the proceeds of said sale the
 said party of 2nd part or his successor shall first pay the
 cost and charges of this Deed & of said sale & then pay to said
 party of 3rd part & his assigns the amount of indebtedness & all
 interest due thereon. And if there then shall remain any surplus
 of proceeds of said sale, then the said party of 2nd part shall
 pay the same to the said parties of 1st part & his assigns. And
 if said parties of 1st part shall well & truly pay the amounts of
 said indebtedness & all interest due thereon & cost & charges of the

Deed, then said party of the first part shall enter satisfaction of this Deed upon the record thereof & the same thenceforward shall be null & void. It is further understood & agreed by the parties hereto that if said party of the first part shall from any cause fail to perform the duties of Trustee as aforesaid, then it is that case the said party of the first part or his assigns shall in writing appoint another Trustee in his place whose actions & doings in the premises shall be as binding as if done by the said Wm Pennington, Trustee aforesaid.

In testimony whereof the said parties of the first part set their hands and seals, on the day & year last above written.

Wm Law.

Excced

Mary E Law

Excced

State of Mississippi } ss.
Madison County } Personally appeared before the undersigned
Justice of the Peace of said County the within
named Wm Law, who acknowledged that he signed, sealed & delivered
the foregoing Deed on the day & year herein mentioned as his act & deed
Given under my hand and seal this 5th day of April 1845.

R. C. Postell J. P. *Excced*

State of Mississippi } ss.
Madison County } Personally appeared before the undersigned Justice
of the Peace of said County Mary E Law wife of
the said Wm Law, who in a private examination, separate & 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 & deed, freely, without any fear, threats or compulsion of her said
husband.

I set my hand and seal this the 5th April A.D. 1845.

R. C. Postell J. P. *Excced*

Wm H. Carmichael

To 3^d Deed } Filed for Record April 7th 1845 at 1 P.M.
W. J. Mosby and Co. } Recorded April 10th 1845.

I know all men by these presents that this instrument made and entered into this the day of March A.D. 1845 by
and between William H. Carmichael of the first part and W. J. Mosby, W. C.
Perrin and A. G. Sage, partners under the name of W. J. Mosby & Co
of the second part, witnesseth that for and in consideration of the sum
of one hundred dollars in hand paid by the parties of the second part
the party of the first part, the party of the first part doth by these

presents, bargain and sell, quit-claim and release to the parties of the second part all of his right title and interest in and to the following described lot or parcel of grounds lying and being in the City of Canton, County of Madison State of Mississippi, viz., a cornering on Academy Street twelve feet west of the east corner of a lot sold by S. L. Moosby & Wife to William & Stecher, thence, running with Academy Street west one hundred and four feet thence, running North one hundred and fifteen feet thence running East one hundred and four feet thence South one hundred and sixteen feet to the beginning. To have and to hold unto them the said W. & S. Moosby & Co. and their heirs and aliens forever.

In testimony whereof said first party hath hereunto set his hand and seal this the 6th day of April A.D. 1845.

W. F. Carmichael *Sealed*

State of Mississippi } ss.
Madison County } Personally appeared before the undersigned
Clerk of the Chancery Court of said County,
the witness named W. F. Carmichael who acknowledged that he did seal and deliver the foregoing Deed on the day and the year mentioned as his act and deed.

Seal under my hand and Official Seal, at office
this sixth day of April, A.D. 1845.

G. S. Jeffrey Clerk.

William Williams

To D. D. of Trust

Geo H. Gordts

Trustee

To Secure

E. Gordts

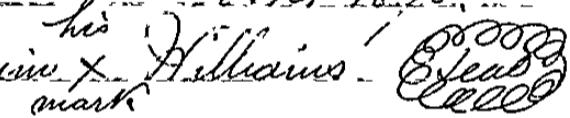
Filed for Record April 15th 1845 at 1 P.M.

Recorded April 15th 1845.

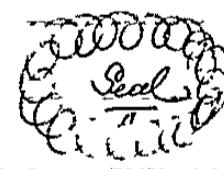
I know all men by these presents that I Wm. Williams of Madison County State of Miss. have granted bargained and sold and by these presents do grant, bargain and sell unto Geo H. Gordts Trustee herein for E. Gordts both of the County and State aforesaid all my crops of every kind planted grown and gathered upon this plantation or any other land together with all farming utensils and all mules, wagons, cattle and stock of every description now owned or hereafter acquired by me to secure paid E. Gordts in the prompt payment of six hundred dollars for two mules named Mephisto & Salie and supplies already diminished or hereafter to be furnished according to any accounts and to this end that this deed may evidence, as contract, within the meaning and provisions of the

law of the state of Missⁱ regulating farm and agricultural contracts. It is further evidenced by these presents that the indebtedness claimed by E. Gordot is for supplies and necessities for carrying on my Farming operations during the year 1845; and it shall operate as a first claim according to said law upon all my crops, tools stock &c as above specified. It being the intent of this instrument that the said E. Gordot shall have all the benefits and rights to be derived from the aforesaid Deed of trust as well as a contract under said law, and if said indebtedness is not fully paid by the first day of November 1845, then it shall be lawful for the said E. Gordot, trustee therein or any one that may be appointed to secure whenever found my crops, tools stock &c as above specified and to sell the same at publick out to the highest bidder for cash at the Court House door in Madison County or enough thereon to fully pay or satisfy said indebtedness together with all the cost connected with said sale and the executing of this contract and that said sale shall take place immediately after five days notice of sale posted in writing at the Court House door of said County.

In witness whereof I have hereunto affixed my hand and seal this the day of A.D. 1845.

William Williams 

State of Mississippi }
Madison County }
Personally appeared before the undersigned
Clerk of the Chancery Court of said County, the
within named William Williams who acknowledged that he signs sealed
and delivered the foregoing Deed on the day and year mentioned
as his act and deed.



Given under my hand and Official Seal at office this
9th day of April A.D. 1845.

E. S. Jeffrey Clerk
By H. W. C. Penwell D.C.

S. M. Trotter et al v. E. G. Gordot	Filed for Record April 8 th 1845 at 9 a.m.
vs. E. G. Gordot	Recorded April 13 th 1845.
1 st D ^r G ^d of Trust	In Indemnity made and entered into on this the 1 st day of April 1845, by me in consideration of Trotter, Mr. E. Trotter and Dr. G. Gordot, my attorney and attorney-in-fact, the said Trotter, parties of the first part and Penwell, plaintiff, party of the second part, all of the County of Madison in the State of Mis- sissippi and Blackmore & Co. composed by + + as members of said firm, of the City of New Orleans, in the State of Louisiana parties of the third part. Whereas that whereas, the said Samuel M. Trotter, W. H. Trotter and H. S. Elkins were jointly

engaged in the mercantile business at Brownsville in said State, under
 the firm name of Elkins, Trotter & Co. and under said firm name acquired
 title to the real estate to be hereinafter described and sold the same as part
 thereof property and whereas said W. H. Trotter and W. S. Elkins aforesaid
 dead leaving said W. H. Trotter as the sole surviving partner of said firm
 and said F. C. Trotter and C. J. Elkins as the widow and reliefs of said deceased
 members of said firm herein whereas it is necessary in order more effect-
 ually to close the same to continue the business of said firm during the
 current year and money and advances are needed by said surviving partner
 not to carry on said business, and whereas said parties of the third part have
 already advanced to said W. H. Trotter as surviving partner of said firm
 for the purpose of carrying on the business of said firm goods and money
 to the amount of one thousand dollars and have agreed to advance further
 to said surviving partner, the said Sam'l W. Trotter money and goods who
 may call for them to the amount of one thousand dollars exceeding
 the current year if he should need and call for same, the amount actually
 already up to this time furnished and such amount as shall be here-
 after during the current year furnished as agreed to be determined &
 ascertained by the accounts to be kept by said parties of the third part against
 said surviving partner of said late firm, subject to such corrections as may
 be right and proper. And whereas, said parties of the first part are desirous of
 securing to said parties of the third part the prompt payment on or before
 the first day of January 1846, of all sums of money that shall be then due
 and payable to them for such advances as they may have already made,
 and such as they may in future make for the purposes aforesaid to said
 surviving partner, including the usual interest and commission on
 such advances of money or goods, so that the whole sum shall not exceed
 the sum of two thousand dollars. Now, therefore, this sixteenth instant
 that said parties of the first part have this day bargained, sold, agreed &
 conveyed and do hereby bargain, sell, give and convey in consideration
 of the premises and the sum of one dollar to them in hand paid before
 the concluding and delivery hereof, the receipt whereof is hereby acknowledged,
 unto him the said party of the second part the following described real &
 estate lying and being in the County of Madison in said State of Mis-
 sissippi, and described as the west half ($\frac{1}{2}$) of the south-east quarter ($SE\frac{1}{4}$),
 of the east-half ($E\frac{1}{2}$) of the south-west quarter ($SW\frac{1}{4}$), the east-half, ($E\frac{1}{2}$) of the
 south-west quarter ($SW\frac{1}{4}$) and the west-half, ($W\frac{1}{2}$) of the south-east ($SE\frac{1}{4}$) of
 section thirty-one (31) in township eight (8) of range two, 2^{d} west. To him
 and to hold the same together with all and singular the immovable, personal
 chattels and appurtenances thereunto belonging unto him, the said
 party of the second part, in their said assigns forever in a single and

same parties or their joint, joint and several, incur, receive, acknowledge and collect all
 structure, services, consequent and agree to maintain and defend any rights
 held to same, and against the claims of all parties whomsoever, in and to
 said party of the second, parties herein and assigns. This conveyance is
 however in trust, under such conditions, to-wit, if all parties of the first
 part or said plaintiff Mr. Proller shall well and truly on or before January 1st, 1876,
 pay to each parties of the first, said attorney shall be given him as aro-
 datus inter alia, evidence and consequence shall be lost. If not however, then
 it shall be the duty of said party of the second, part or defendant, make in
 said judgment of the third part or their legal representatives to said claimants
 or to such thereof as may be trust, purposes be received, at public auction, to the
 highest bidder, to commence among notice of the time, place and terms of such
 sale by publishing the same for thirty days before the sale in some newspaper
 printed and published in said Madison County and out of the proceeds of such
 sale to first pay the cost of executing said trust and making the same and to
 the said parties of the third part all that may then be due them with ten per
 cent interest on the amount due on said first day of January 1876 until paid
 and the balance in excess to be divided equally between said parties of the second
 and third part, and shall be good and sufficient to satisfy the said claimants
 interest. And it is understood and agreed that if from any cause said party of
 the second, part shall become insolvent or unable to satisfy said claim
 it shall be lawful for said parties of the third part to assign in full, value and
 valid another whose acts and ability suffice in their judgment as said claimants
 reinforced by said party of the second part. In testimony whereof, witness hereto
 the signatures of said parties of the first and second parts on this day
 and year first hereinbefore written and named, said plaintiff Mr. Proller signing
 the names of said W. E. Proller and C. J. Ettier as their agent and attorney-in-fact.

W. E. Proller Seal

J. E. Proller Seal

C. J. Ettier Seal

By their agent and attorney-in-fact, J. E. Proller Seal

State of Mississippi }
 County, County, This day cause before me, an acting Justice of the Peace
 in and for said County, the above named plaintiff Mr. Proller, who acknowledged
 that he signed, sealed and delivered the foregoing conveyance as
 his own act and deed on the day of the date for the purposes herein
 expressed and also at the same time and place he acknowledged that
 he signed, sealed and delivered the same as the agent and Attorney-in-
 fact for the said W. E. Proller and C. J. Ettier. Spoke under my hand
 and seal this twenty-first day of April 1876.

Geo. Gray, Jr. Seal

579

Hannings Billiard -
By Local Trust.
J. C. Smith, Trustee.
To Secure Robinson & Wilsons

Filed for Record April 1st 1875 at 9 AM
 Recorded April 10th, 1875.

This Indenture, made and entered into this day
 of April 1st 1875, by and between Hannings Billiard party
 of the first part, and J. C. Smith party of the second part and Robinson & Wilsons party
 of the third part, witness, that said party of the first part is indebted to the parties
 of the third part in the sum of \$400 dollars, evidenced by a Deed that whereas, the
 said parties of the third part expect to supply the said party of the first part, goods
 wares and merchandise during the year 1875, to the amount of one hundred dollars,
 from this date, during AD 1875, the said goods, wares and merchandise being for
 plantation supplies and necessaries, and wearing apparel, and that whereas the said
 party of the first part is desirous of securing to the said parties of the third part
 the prompt payment of the said indebtedness at the maturity thereof, and the
 advances and supplies in or before the first day of December 1st 1875.

Now, therefore, in consideration of the premises, as well as for and in the consid-
 eration of the sum of One dollar, in hand paid by the said party of the second
 part, to the said party of the first part, the receipt whereof is hereby acknowledged
 the said party 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
 estate personal estate, in and about the city of Vicksburg, in the State of
 Mississippi, to wit: - All the crops of cotton, corn and other agricultural products
 raised in and about of said farm and its, family & neighbors adjacent estates
 from Eugene Biatoro or any other land they may cultivate during the year
 1875. Also one mule-colored horse male 5 years named "Brit" and one cow
 mare, black and white, 9 years old, named "Lemire" & 3) three milch cows &
 calves, also in my possession unincumbered. To have and to hold the same
 unto the said party of the second part, his heirs, executors, administrators and
 assigns, and the survivor of him forever, without, nevertheless otherwise leaves
 and conditions, that is to say, if the said party of the first part shall fail, die or
 renounce to, pay the said parties of the third part and their assigns, the amount
 of said indebtedness, goods, wares and merchandise, or other before the maturity
 thereof, and all interest which shall accrue thereon, and the costs and charges
 of this Deed, then the said party of the second part, or the survivor of him
 may and shall enter into and take possession of said real estate
 estate, and sell the same, or to assign thereof, as may be necessary, at some
 convenient public place, at public auction, to the highest bidder for cash,
 after giving ten days' notice of the time and place of said sale, by public
 advertisements thereof in three or more convenient places in said
 County, and convey the estate so sold to the purchaser or receiver as aforesaid
 by proper instruments of conveyance, and upon the receipt of the sum

said party of the second part, or the survivors of him, shall with, pay the cost and charges of this deed of said sale, and then pay to the said parties of the third part and their assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, lack of them there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party of the first part and his assigns, and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon and the costs and charges of this deed, then the said party of the second part shall

call and satisfaction of this Deed before the record thereof, and the same being forward shall be valid and void. It is further understood and agreed by the parties hereto, that if the said party of the second part shall, for any cause fail to reinforce the debts of trustee as aforesaid, then and in such case the said parties of the third part or their assigns, shall appoint another trustee in the place above set forth and doings in the premises shall bear binding as if done by the said J. L. Smith, trustee aforesaid. In testimony whereof, the said party of the first part hereinunto sets her hand and seal, on the day and year first above written.

The State of Mississippi,
Bridg. County } ss M Dillard *Seal*
Hicks. County } Personally appeared before me, Mayor of Bottom
and Ex-officio J. P. in and for said County. Mr. Dillard, who acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, on the day of year, and for the sum of money mentioned, as his act and deed. In witness whereof, I have hereunto set my hand and seal, this the 4th day of April 1875.

C. E. Baldwin
Seal

Allected Mayor of Bottom & Ex-officio J. P.

Alfred Jones
John H. Moore and
George Pippen
By Contract of Lease
N. C. Proobridge
By Assignment
Class Passages

Filed for Record April 6th 1875 at 10 am

Recorded April 13th 1875

I whereas we, Alfred Jones, John H. Moore, and George Pippen have this day rented and leased of N. C. Proobridge for the year 1875, the two plantations in Madison County then known as "Eagle Side" and "Starvation Hall", with the slaves, farm and implements to the sum of \$1000 for the rent of which we have this day given said Proobridge our promise in writing to pay and deliver him (fifty bales of cotton weighing 450 lbs each) 22,500 lbs best cotton on or before the first day of December 1875. And whereas we have this day purchased of said Proobridge a quantity of corn, hay, fodder &c and two horses to the value of \$100, and in consideration of the same, we will pay him for the same twelve hundred and nine & $\frac{3}{4}$ dollars, say with interest at 6% to be wheresoever said Proobridge agrees to furnish & advance us during the year 1875, supplies necessary to run said plantations to the amount of three

thousand dollars, now therefore know all men by these presents that we, the said Jones, Moore and Peppin, for the purpose of securing to said Growbridge the payment of the said fifty bales of cotton & said note of \$1209³⁷, and for all advances of supplies made us by said Growbridge, do hereby grant bargain & sell to John Humphreys Esq trustee in the premises all the crop of cotton, corn, fodder, potatoes &c to be raised by us the present year upon the said plantations and all the cotton, corn, fodder &c which are may receive as rent from the hands of under tenants upon said plantations, and for supplies furnished said hands or under tenants. Also two spots of over two acres each three calves and over cows and calves being the same as bought of said Growbridge by us this day. And we hereby covenant with the said Growbridge & Humphreys to deliver to said Humphreys all cotton raised by us as aforesaid full cotton received by us in payment of rent & supplies as above mentioned, as fast as the same is gathered & prepared for market; and we covenant & agree with said Growbridge & Humphreys that all cotton, raised upon said plantations shall be ginned, baled & prepared for market as fast as the same can be gathered and in case we should neglect or refuse to deliver said cotton to said Humphreys as aforesaid, then said Humphreys is authorized to seize the same for the purpose herein mentioned. The cotton so delivered to said Humphreys or so seized by him is to be by him sold in such market as he shall deem most advantageous and the proceeds thereof applied as follows, to wit; First to the payment of said note of \$1209³⁷; Second, to the payment of whatever supplies shall have been furnished us by or through said Growbridge. Third, to the payment of said sum of fifty bales of cotton. In case the cotton received by said Humphreys under this Deed of trust should not be sufficient to pay all the above mentioned debts then said Humphreys is to take into his possession the above mentioned over cows and calves & the corn, fodder &c made during the year upon said plantations and sell the same as may be necessary to pay the deficiency the proceeds to be applied as above provided for the proceeds of the cotton. We exec our hands and seals this 1st day of January 1855.

A. Jones *cccccc*

John H. Moore *cccccc*

John Peppin *cccccc*

Witness I place

Hereby assign for value recd the within instrument to Charles Beuchea
January 4th 1855 st. C. Growbridge

I agree to carry out the above contract as agreed upon

State of Mississippi } This day personally appeared before E. C. Gandy, Esq.
Madison County } a Justice of the Peace of said State and County A. C. Growbridge who acknowledged that he signed, sealed and delivered the foregoing

on the

day and year above mentioned as his act and deed witness my hand and
Seal this ^{1st day January 1875. C. C. Montgomery Esq.^{Esq.}}

State of Mississippi). This day personally appeared before C. C. Montgomery,
Madison County - a Justice of the Peace of said State and County Alfred
Johns John H. Moore and George Phipps who acknowledged that they signed
Sealed and delivered the foregoing Contract on the day and above mentioned
as their act and deed. Witness my hand and seal this <sup>1st day of January
1875. C. C. Montgomery Esq.^{Esq.}</sup>

<u>Hardy Battle</u>	Filed April 9 th 1875 at Q. C. W.
<u>To & Deed of Trust</u>	Recorded April 13 th 1875.
<u>J. B. Professor, Trustee</u>	This indenture made and entered into this 6 th <u>ucceeding January & February</u> day of March A.D. 1875 between Hardy Battle (ob.) of the first part and J. B. Professor (Trustee) of the second part, and Parke and Bonnie of the third part, all of the State of Mississippi, between the. That the party of the first part for and in consideration of the sum of one dollar to him in hand paid by the party of the second part as well as for the further consid- eration hereinafter mentioned, has bargained, sold and conveyed unto the said party of the second part one yoke of oxen, two cows and calves and one two year old colt and one that shall be raised the present year by the party of the first part on the plantation known by Mr. Parley placed and managed by H. H. H. Gossard to have and to hold the above described property unto the said party of the second part, his heirs and assigns forever, and the said party of the second part, his heirs and assigns forever, and agree to and with the said party of the second, rest, his heirs and assigns to warrant and defend the title of said, respectively against the claims of all persons whatsoever. But this conveyance is in trust, and on the following conditions, to-wit: Whereas, the said party of the first part indebted to the party of the third part in the sum of one hundred and twenty-five dollars, which is evidenced by a certain promissory note of undated recd, for the sum of the same account due on the first day of Jan. 1875 and which indebted- ness is for plantation supplies and cash furnished, and which indebtedness the party of the first part is desirous of securing. Now if the said party of the first part shall pay off and discharge said indebtedness at maturity then this conveyance to be void. But in case fail to do so, then it shall be the duty of the second party to take possession of the property hereby con- veyed, and to sell the same at public sale to the highest bidder for cash, first giving twenty days notice by posting at the Court-house in Ray- mond, and from the proceeds of such sale he shall retain the charges and expenses of executing this trust, and the remainder he shall pay over to the party of the third part, in satisfaction of said indebtedness; and the said Trustee shall be allowed to enter and take possession of said crops, property

at any time after said advances are due and payable, whether said crops are gathered or not, and may have the same gathered and prepared for market at the expense of the party of the first part. In case of the death of the party of the second part, or from any other cause he refuses or fails to act, then the party of the third part shall appear to another to execute this trust. In witness whereof, the said party of the first, second and third parts have executed set forth hands and seals, on this the day and year above mentioned.

Hardy & Battle
mark

J. B. Shofner

Parkman & Bonniss

State of Mississippi)

Hinds County - This day personally appeared before the undersigned, a Justice of the Peace in and for said County and State, J.B. Shofner says onethat Hardy Battle acknowledged that he signed, sealed and delivered the above Deed of Trust, on the date thereof, as their own act and deed, and for all the purposes thereon expressed. Witness my hand and seal, this 6th day of March 1845

J. Alexander J.P.

Willie Williams and
Willis Howard
To 3^d Decd. Trust
J.B. Shofner. Justice
To secure Parkman & Bonniss

Filed for Record April 9th 1845 at 9 AM
Recorded April 13th 1845.

This Indenture, made and entered into this the 30th day of March AD 1845, by and between Willie Williams and Willis Howard, coll. parties of the first part and J.B. Shofner party of the second part, and Parkman & Bonniss parties of the third part, witnesseth, that said parties of the first part are indebted to the parties of the third part in the sum of one hundred and ten dollars, evidenced by a promissory note bearing even date herewith. And that whereas, the said parties of the third part have undertaken and promised to supply the said parties of the first part, goods, wares and merchandise during the year 1845 to the amount of one hundred and ten dollars, from this date until the first day of November AD 1845, the said goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; and that whereas the said parties of the first part being desirous of securing to the said parties of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the first day of November AD 1845. For, therefore, in consideration of the premises as well as for and in the consideration of the sum of Ten dollars, which was 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 parties of the second part, his heirs, executors, administrators and assigns, the following described real property situated lying and being in the county of Madison, in the State of Mississippi to-wit, one dark bay mare mule about four years old also the service

crop of cotton, corn, and other agricultural products that may be raised the present year on Milwaukee farm, place by the said parties of the first part to have and to hold the same unto the said party of the second part, his heirs executors, administrators and assigns, and the survivors of him forever, in trust nevertheless upon these terms and conditions, That is to say, that if the said parties of the first part shall fail or refuse to pay the said parties of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, or the survivor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, at some convenient public place, at public auction to the highest bidder for each, after giving two days' notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in Shelds County, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor of him, shall pay the said parties of the first part and their assigns, all indebtedness whatsoever of said wares and merchandise, and all interest thereon; but if the said survivor shall receive any sum or sums of the proceeds of the sale of the said party of the second part, shall pay the same to the said parties of the first part and their assigns, and the said parties of the first part, shall not well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this deed, then the said party of the second part, shall enter satisfaction of this Deed upon the record thereof, and the same time for and during the same period and time as aforesaid by the parties hereto, shall the said party of the second part, shall, from and cause and let by him, his trustees, or trustee, or attorney, and in that case the said parties of the third part, shall, during the same period and time as aforesaid, do, make, and execute such acts, in his name, shall be done, and the said parties of the first part, shall, in their hands and seals on the day and year first above written.

Hiley & McLean

Hiley & McLean

J.B. Hickey & Speaks

Pike County, Mississippi,

Intercede & Rodriguez

Sixty-fourth day of January, A.D. One thousand eight hundred and forty-five, in the County of Pike, State of Mississippi, before me, a Justice of the Peace, as I am, in my office, Hiley McLean, Frank Corrao, J.B. Hickey, and Rodriguez, who acknowledge that they are the said and delivered this foregoing Deed of aforesaid the sixtyninth year of our independence, etc. in witness whereof, I have signed to this instrument this day of Jan 1875
J. Alexander, J.R. E. G.

Albert, Nach & Joshua Thompson
For Deed of Trust

S B. Thompson Trustee

Parkman & Bonnic

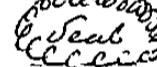
Filed for Record April 9th 1845 at 9 am

Recorded April 14th 1845.

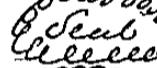
This Indenture made and entered into this the 5th day of April AD 1845, by and between Albert Thompson, Nach Thompson & Joshua Thompson parties of the first part, and S B. Thompson party of the second part with Parkman & Bonnic parties of the third part. Witnesseth that said parties of the first part is indebted to the parties of the third, part in the sum of two hundred and fifty dollars, evidence in a promissory note bearing even date herewith. And that whereas, the said parties of the third part have undertaken and promised to supply the said parties of the first part, goods, wares and merchandise during the year 1845, to the amount of two hundred & fifty dollars from this date until the first day of November AD 1845, the said goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel and that whereas, the said parties of the first part being desirous of securing to the said parties of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of November AD 1845. Now, therefore, in consideration of the premises, as well as for and in the consideration of the sum of Two 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 parties of the second part, his heirs, executors, administrators and assigns the following described, real and personal estate, lying and being in the County of Madison, in the State of Mississippi, to-wit; One black horse male about Four years old, one bay horse male about seven years old, one yoke of oxen, 5 milch cows and calves, one ox-wagon also the entire crop of cotton, corn and other agricultural products that he raised the present year on the "Ray Place", same being leased for improvement on demand by the party of the first part. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the survivor of him forever, in trust, nevertheless upon these terms and conditions, That is to say if the said trustee or his, in case said fail or refuse to pay the said parties of the third part, and their assigns, in account of said indebtedness, goods, wares and merchandise, over before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, & the survivor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or as much thereof as may be necessary to cover convenient public place, at a public auction in the highest bidder for each after giving ten days notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in Said

Convey, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor of them, 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, goods, wares and merchandise, and all interest due thereon, and if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns; and if the said parties of the first part shall not and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties 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 appoint another Trustee in his place, whose acts and doings in this, or any other shall be as binding as if done by the said S. B. Strother, trustee aforesaid. In testimony whereof, the said parties of the first part hereinabove set their hands and seals, on the day and year first above written.

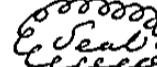
Albert Thompson



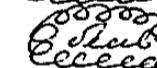
Noah Thompson



Joshua Thompson

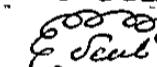


S. B. Strother



The State of Mississippi

Parkman & Bonne



Linds. County. } Personally appeared before me, a Justice of the Peace, in and for said County, Albert Thompson, Noah Thompson, Joshua Thompson, S. B. Strother & Parkman & Bonne who acknowledged said trust they signed, sealed and delivered the foregoing Deed of Trust, on the day and year and for the purposes therein mentioned as hereinafter and deed be witness whereof I have hereunto set my hand and seal, this the 5th day of April A.D. 1845.

Alexander J. P.

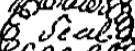


<u>Dunn & Berry, Collins</u>	Filed for Record April 9 th 1845 at 9 AM
<u>To 3^d Deed of Trust</u>	Recorded April 14 th 1845
<u>S. B. Strother Trustee</u>	This Indenture, made and entered into this 30 th
<u>To Secure. Parkman & Bonne</u>	day of March A.D. 1845, by and between Dunn & Berry, Collins, Col. Jefferson Thomas, parties of the first part, and S. B. Strother, Justice of the Second part, and Parkman & Bonne, parties of the third part, it is agreed, that said parties of the first part are indebted to the parties of the third part in the sum of Five hundred and fifty dollars, evidenced by a promissory note, bearing even date herewith. And that whereas, the said parties of the third

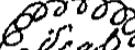
part has undertaken and promised to supply the said parties of the first part goods, wares and merchandise mules during the year 1845, to the amount of one hundred fifty dollars, from this date until the first day of November A.D. 1845, the said goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel, and that whereas, the said parties of the first part being desirous of securing to the said parties of the third part, the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of November A.D. 1845, have, therefore, in consideration of the premises, as well as for and no. the considerations of the sum of Two hundred dollars, 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, in the State of Mississippi, to-wit; One black mare mare, about four years old, named Solidarity, the parties of the first, retaining one sorrel horse mare brown-grey. Horse mare both about six years old, now & two horses wagons to all the crops of cotton, corn and other agricultural products raised by the said parties of the first part on Wm. H. Hill's plantation the present year. To have and to hold unto the said party of the second part, his heirs, executors, administrators and assigns, and the survivor of him forever, notwithstanding nevertheless before these terms and conditions, that is to say, if the said parties of the first part shall fail or refuse to pay the said parties of the third part, and their assigns, the amount of said indebtedness, goods, wares & merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this deed, then the said party of the second part, or the survivor of him, excepted will cause to be the proceeds of said real and personal estate, and on the same, or so much thereof as may be necessary, at some convenient public place, at public auction, to the highest bidder, for each, after giving two days' notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in Madison County, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part, or the survivor 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, goods, wares and merchandise, and all interest due thereon; And if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns; and if the said parties of the first part shall well and truly pay the amount of said indebted-

ness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same time forward shall be null and void. It is further understood and agreed by the parties hereto, that if the 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 appoint another trustee in his place, whose actions and doings in the premises shall bear binding as of done by the said P.B. Profiter 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.

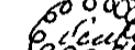
Dan. Collins



Berry & Collins



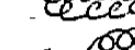
Jefferson & Thomas



S. B. Profiter

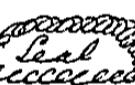


Parkman & Bonne



The State of Mississippi

County }
Hinds County }
Personally appeared before me, a Justice of the
Peace in and for said County, Berry Collins, Dan. Collins, Jefferson Thomas,
S. B. Profiter & Parkman & Bonne, who acknowledged that they signed, sealed and
delivered the foregoing Deed of Trust, on the day and year, and for the purposes therein
mention, as their actual deed in witness whereof, have hereunto set my
hand and seal, this the 30th day of March A.D. 1845.

Alexander J. P. 

Steven Cornelius & Simon Bennett

Deed of Trust

S. B. Profiter Trustee
vs
Steven Cornelius & Simon Bennett

Filed for Record April 9th 1845 wtg and
Recorded April 14th 1845

This Indenture made and entered into
this the 9th day of April A.D. 1845, by and
between Steven Bennett, Cornelius Bennett and Simon Bennett parties of the
first part and S. B. Profiter party of the second part, vs
Parkman & Bonne parties of the third part, witnesseth, that said parties of the first part are now
indebted to the parties of the third part in the sum of one hundred and fifty
dollars, evidenced by a promissory note bearing interest six per cent; and that
whereas, the said parties of the third part have undertaken and promised to
supply the said parties of the first part, goods, wares and merchandise during
the year 1845, to the amount of one hundred and fifty dollars, from this date
until the first day of December A.D. 1845, the said goods, wares and merchandise
being for plantation supplies and necessaries, and necessary apparel; and that
whereas, the said parties of the first part being desirous of securing to the
said parties of the third part the prompt payment of the said indebtedness
at the maturity thereof, and the advances and supplies on or before the 1st day
of November A.D. 1845 A.M. 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 parties 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 thus 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, in the State of Mississippi, to-wit; One dark bay mare maled about 8 years old, one bay mule about nine years old, one new two-horse wagon, also the entire crops of cotton, corn & other agricultural products raised the present year by the parties of the first part. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the survivor of him forever, in trust, nevertheless before these terms and conditions, That is to say, if the said parties of the first part shall fail or refuse to pay the said parties of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this Deed, then the said party of the second part, or the survivor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, at some convenient public place, at public auction, to the highest bidder for cash, after giving two days notice of the time and place of said sale, by posting advertisements thereof in three or more convenient public places in Madison County, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the survivor 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, goods, wares and merchandise and all interest due thereon; And if then there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void; It is further understood and agreed by the parties hereto, that if the said party of the second part shall, for any cause fail to perform the duties of trustee, as aforesaid, then in that case the said parties of the third part or their assigns, shall appoint another trustee in his place, whose acts and doings in the premises shall be as binding as if done by the said U. B. Strother, trustee aforesaid. In testimony whereof, The said parties of

of the first part hereunto set their hands and seals, witness day and
year first above written.

Steve ^{his} ~~mark~~ ^{mark} ^{Seal}
Concilius ^{his} ~~mark~~ ^{mark} ^{Seal}
Samuel ^{his} ~~mark~~ ^{mark} ^{Seal}
S. B. Shufner. ^{his} ~~mark~~ ^{mark} ^{Seal}

The State of Mississippi }
Madison County }
The Plaintiff Bonnie }
S. B. Shufner & Plaintiff Bonnie }
S. B. Shufner & Plaintiff Bonnie }

Personally appeared before me, a Justice of the Peace
in and for said County, Steven Jernick, Concilius Jernick, Samuel Jernick
S. B. Shufner & Plaintiff Bonnie who acknowledged that they signed,
sealed and delivered the foregoing Deed of Trust, on the day and year, and
for the purposes therein mentioned, as their act and deed. In witness whereof,
I have hereunto set my hand and seal, this the 9th day of April AD 1845.

Alexander JP ^{Seal}

P. H. Gould (Adm'tr) Filed for Record April 9th 1845 at 11 AM
Po'g Deed. Recorded April 14th 1845

C. P. Henry. Know all men by these presents that this Inde-
tance made and entered into this the 9th day of April AD 1845 by and between
Reuben H. Gould of the first party, Administrator de bonis non of the
Estate of C. P. Henry; deceased, & Elizabeth P. Henry of the second party
is to witness; - Whereas on the third day of March 1845 in accordance
with the decree of the Chancery Court of Madison County it is sold to C. P.
Henry for the sum of five hundred dollars in cash which she the said
and there paid him, a certain lot or parcel of ground lying and being
in the City of Canton and hereafter set forth, and whereas afterwards
at the April term of said Court said sale was confirmed. Now therefore
for and in consideration of said sum of five hundred dollars paid
him; the said first party doth by these presents bargain, sell, alien and
convey unto the said second party the following described lot of ground
lying and being in the City of Canton, County of Madison, and State of
Mississippi and better known as follows, viz. Beginning at the South-west
corner of a lot now owned by Dr. Fultow, on Centre Street, thence running
west by and with said street to the Southeast corner of a lot now owned
by Lewis W. Thompson, thence七十 rods, thence
east to the North West corner of the lot of the said Fultow thence South
to the beginning, it being the lot conveyed to C. P. Henry by H. H. Haw-
dy & wife. To have and to hold the same with her the said C. P. Henry, her
heirs, executors and assigns together with all the tenements, appurtenances
and hereditaments thereunto belonging. The said Gould or his warrant-
ing the title to the same so far as he can as administrator infersaid,
under the decree of the Chancery Court of Madison County, in testimony
whereof he has hereunto set his hand and seal this the 9th day of April AD

1845.

P. H. Gould. ^{Seal} ~~Seal~~

State of Mississippi } Personally appeared before the undersigned Clerk of the
 Madison County } Chancery Court of said County, the witness named P. H.
 Gould, Adm'r de bonis non of the Estate of C. G. Henry, dec'd, who acknowledged
 that he signed, sealed and delivered the foregoing deed on the day and the year
 mentioned, as his official act and deed ^{done} under my hand and official
 Seal, at office, this 8th day of April A.D. 1845. ^{Seal} Executed ^{Seal} C. S. Jeffery, Clerk

P. H. GouldPoy. MortgageMargt A. HillFiled for Record April 9th 1845 at 10:30 a.m.Recorded April 14th 1845

This Mortgage, executed this 22nd day of March A.D. 1845, by
 W. B. Coates, the grantor, to Margaret A. Hill, the grantee, witnesseth: That whereas
 said grantee has leased, for the year 1845, to said grantor 75 (more or less) acres of
 land in the County of Madison and State of Mississippi, said land being
 part of a plantation known as the old Jeff Davis plantation, for the consideration
 of an interest in the crops grown on said land leased in said year
 1845, amount to the extent of 500 bushels best cotton as will yield in the
 market of Pontotoc, Mississippi, two hundred and twenty five (\$225) dollars
 in quality "middling" to be delivered out of said crops as the same shall
 be gathered, how, therefore, to secure said grantee in said rent, said grantor
 has bargained and sold, and hereby grants, bargains and sells, leases
 and conveys to said grantee, and her heirs, all the crops of cotton and
 corn, fodder, peas, potatoes to grow on said leased land during the
 year 1845 on any other land, and vice versa following properly, so;
 said grantee, or his personal representatives, may take possession and
 control of said crops as they shall be gathered, and of said property,
 until the rent shall be paid, and may sell the same at private sale
 or may ship said crops for sale, and any balance left after she shall
 have paid herself she shall hand to the said grantor. Upon the pay-
 ment of said rent this deed to be void. If said grantor abandons the
 crops, or fails to plant and diligently work them during said year, the
 same are to forfeited to said grantee, except it be found sickness or death,
 in which case the grantee may hire labor to complete them and
 resume herself from their proceeds under the provisions hereinbefore
 stated, paying the balance over and above price of such hires, and the
 rent, aforesaid, to the personal representatives of said grantor, the above
 is additional security to the landlord's lien provided for by law.

Attest P. C. Daught

J. M. Sanders

W. B. Coates ^{Seal} ~~Seal~~

The State of Mississippi. Personally appeared before me, E. S. Jeffery,

Madison County, Clerk of the Chancery Court, the above named

P. C. Daught one of the subscribing witnesses to the foregoing deed, who,

bility first duly sworn, deponeth and saith that he saw the above named W. B. Coates whose name is subscribed thereto, sign, seal and deliver the same to the above-named Margaret A. Hill that he, the deponent, subscribed his name as a witness thereto, in the presence of the said W. B. Coates and that he saw the other subscribing witness D. M. Sanders sign the same in the presence of the said W. B. Coates and in the presence of each other, on the day and year, aforesaid. In testimony whereof, between my hand and seal of said Court, this 9th day of April A.D. 1845.

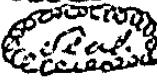
Seal
C. S. Jeffrey Clerk

Deed of Trust
from C. L. Hargow and wife Julia Hargow to J. M. Grafton

Filed for Record April 9th 1845 at 11 AM
Recorded April 14th 1845.

This Indenture made and entered into this Month of April 1845, by and between C. L. Hargow and Julia Hargow, his wife, parties of the first part, J. M. Grafton party of the second part, and J. M. Allen, party of the third part all of Madison County, Mississippi, Testeeth. That for and in consideration of the sum of Five dollars in hand paid to parties of the first part by parties of the second part, the receipt whereof is hereby acknowledged, and in order to secure the payment of a certain promissory note dated February 1st 1845 and being a concurrent part of this transaction, viz., Two hundred and forty-two and 50/100 dollars and made payable to J. M. Allen on the 15th day of November next the said C. L. Hargow and Julia Hargow his wife have this day granted, bargained, sold and by these presents doth grant, bargain, sell, alien and convey to said J. M. Grafton, party of the second part and trustee hereinafter described real estate situated in Pascagoula, Miss., to-wit, commencing at the South-west corner of a lot deeded to Kelly & Murphy by J. M. Fulton, running West-fifty-five feet with Peace Street, thence North two hundred feet to Franklin Street, thence East-fifty-five feet to Kelly & Murphy's lot, thence South 200 feet to the beginning, also the following described personal property, viz., (1) One black mare mule named "Molly"; (2) One blue horse mule named "Black"; (3) One bay horse named "Janet" and all rentals due and crops of cotton that may be raised and gathered by themselves during the year 1845. To have and to hold unto said party of the second part his heirs and assigns and the said parties of the first part covenant and warrant to forever defend this title to the said against any and all claims whatsoever. In trust nevertheless and upon the following conditions: That if said C. L. Hargow and Julia Hargow his wife shall pray or cause to be paid upon the date of the maturity of the promissory note herein mentioned this deed to be null and void, but if said C. L. Hargow and Julia Hargow, his wife, shall fail, refuse or neglect to pay the said note at its maturity then the said mortgage or the successor of him shall

enter into and take possession of said Real and Personal Estate and sell the same or so much thereof as may be necessary at public auction to the highest bidder for cash, (after giving two days notice by posting advertisements in one or more places in said County) before the door of the Court house in the City of Pontotoc and convey the estate so sold to the purchaser or purchasers thereof by proper deed of conveyance and from the proceeds of said sale after deducting the cost and charges of this deed and of sale and the amount accrued to be paid and represented by said promissory note he shall pay over the remainder if any there be to the said C. L. Hargon and wife Hargon. Intercourse whereof, witness our hands and seals on the day and year first above written. It is further understood by the parties hereto that the said husband shall have the right and power to substitute another trustee in the event of the foreclosure of this Deed of Trust.

C. L. Hargon. 
Julia Hargon 

State of Mississippi }
Madison County } Personally appeared before the undersigned, Member Board of Supervisors of said County & State, C. L. Hargon and Julia Hargon, his wife, who acknowledged that they sealed, signed and delivered the foregoing deed for the purposes herein specified in their act and deed. And the said Julia Hargon was in no manner separated from her husband acknowledged that she sealed, signed and delivered the intitio and foregoing deed as her voluntary act without any fear threat or compulsion on part of her husband. This instrument containing partly of the third part to substitute another trustee was inserted before the acknowledgment hereof. Given under my hand and seal this March 24th A.D. 1845.

B. F. Harrison, M. B. S. 

J. M. Allen & wife } Filed for Record April 18th A.D.
P. O. Deed of Conveyance } Recorded April 15th 1845.
P. G. Maxwell } This Indenture made and entered into the 12th day of January A.D. 1845, by and between J. M. Allen and Henrietta Allen, his wife, parties of the first part and P. G. Maxwell, party of the second part all of Madison County, Mississippi. It is agreed, That for and in consideration of the sum of two hundred and fifty dollars in hand paid, the parties of the first part have granted, bargained and sold and do by these presents grant, bargain and sell unto said party of the second part the following real estate located in the town of Leake in above named State and County, being four acres more or less with improvements thereon commencing at the Southeast corner of the lot owned by John Clanton and running West to lot owned by Capt. J. M. Evans, and thence South to the lot owned by Capt. John Allen and then East to the North east corner of said Allen's lot if any fence and thence North to the

beginning. To have and to hold unto the said party of the second part and his heirs and assigns forever together with all and singular the improvements thereunto belonging and the said parties of the first part contract and covenant with the said parties of the second part that the above described property is free and clear of any and all encumbrances and that they will warrant and defend the same against the claims of all persons whatsoever. In testimony whereof we have hereunto placed our names and affixed our seals this 12th day of January A.D. 1845.

J. H. Allen ^{Seal}
Harriet A. Allen ^{Seal}

State of Mississippi }
Madison County }
S. Personality appears before me this 12th day of
January A.D. 1845, that Alice and Harriet A. Allen, his wife, who acknowledge
that they signed, sealed and delivered the foregoing deed for the pur-
poses therein specified as their own acknowledged and the said Harriet A.
Allen upon an examination made and apart from her husband acknow-
ledged that she signed, sealed and delivered the foregoing deed as her
voluntary act without any fear, threats or compulsion on part of her
husband. Given under my hand and seal this 12th day of January
A.D. 1845.

C. C. Postell J. P. ^{Seal}

Adam Caldwell and
Elijah Richmond
To 2nd Deed of Trust
J. A. Reed Practiced
Yazoo. Dr. C. Parsons

} Filed for Record April 15th 1845 at 10 30 AM

Recorded April 15th 1845.

This Deed of Trust made and executed this 13th day
of February 1845, between Adam Caldwell
of Yazoo & his other parties of the first
part, Dr. C. Parsons, party of the second part, and J. A. Reed party of the third
part. Whereas, that the said parties of the first part, for and in consideration
of the sum of two dollars un-hands, have hereinabove agreed 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 Parsons place in, for and during
the year 1845 also the following stock, wagons, gear, furniture, implements
etc say more fully. This value to be made on the following condi-
tions. That whereas the said party of the first part is indebted to said
in the sum of Sixty (\$60⁰⁰) dollars for rent of + + acres of the Parsons
Place, in the sum of one hundred and twenty-five dollars for miles,
supplies, advances etc due and payable October 1st 1845. 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 Poston, at
public outcry to the highest bidder, after giving two 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 the said above-named indebtedness, and 3rd to pay over any balance to said party of the first part; and the said Adam Caldwell & Eliza Richmond, further hereby expressly agrees and waives all privileges of every nature and kind, especially for labor and work done upon the land, and concert and agree that the above-named D.W.C. Parsons 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, hereby sign and acknowledge these presents. It is further understood and agreed that no part of the land herein leased, shall be subject except by the consent of the said D.W.C. Parsons and if sublet all the crops raised on said land, shall be liable to this Deed of Trust; and all laborers who shall work on said land shall be subordinated to the lien herein given to the said D.W.C. Parsons. 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.W.C. Parsons shall appoint a successor for said purpose.

In testimony whereof, we hereunto sign our names and affix our seals
 witness P. C. Maughn:
 P. H. Jones

Adam x Caldwell. ^{Seal}
 mark Eliza x Richmond. ^{Seal}
 mark

The State of Mississippi } Personally appeared before me, C. S. Jeffreys,
 Madison County } Clerk of the Chancery Court, the above-named
 P. C. Maughn, one of the subscribing witnesses to the foregoing Deed, also,
 being first duly sworn, deposes and says that he saw the above-named
 Adam Caldwell and Eliza Richmond whose names are hereunto subscribed,
 sign, seal and deliver the same to the above-named D.W.C. Parsons, that
 he, this deponent, subscribed his name as a witness thereto, in the presence
 of the said Adam Caldwell and Eliza Richmond and that he saw the other
 subscribing witness, P. H. Jones sign the same in the presence of the said
 Adam Caldwell and Eliza Richmond and in the presence of each
 other, on the day and year herein named. In testimony whereof I this
 present my hand and seal the said Court this 9th day of April AD 1875.

C. S. Jeffreys. Clerk

<u>Benton Miller and</u>	Piled for Record April 9 th 1875 at 1 P.M.
<u>J. C. Vardens, Trustee</u>	Recorded April 15 th 1875.
<u>Deed of Trust</u>	This Indenture made and entered into between
<u>Benton Miller & J. C. Vardens, Trustee</u>	Benton Miller & J. C. Vardens, of the first part; and, J. C. Vardens Trustee of the second part, witnesseth that the parties of the first part con- cerning the property hereinafter mentioned for and in consideration of one dollar to him in hand paid, and for the further consideration that the parties of the second part have agreed to advance to them during the pre- sent year money and supplies to aid in raising and producing the

crop herein conveyed to an amount which the said parties of the second part shall deem is safe so doing, not exceeding, however the sum of Two hundred dollars, (\$200.00,) which said advances are to be due and payable to the said parties of the second part, at their store no, Jackson, Miss on the first day of November, A.D. 1845; Now, therefore, in consideration of the aforesaid premises, the said Burton Miller & firm Scott, parties of the first part, hereby give, grant, bargain, sell and convey unto the said party of the third part; as Trustee, the following property; The land lying and being in the County of Madison, and the personality being situated thereon, to-wit, One more colored mare-mule "Mollie" in this stable stable wagon, moreover owned by the parties of the first part; and being or used by said party of the first part on Yellowray plantation, in said County, and wherein they reside, 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 parties of the first part may have, or take, or in anywise be entitled to. And the parties of the first part agree with the said trustee that they 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. It is further that the said parties of the first part will plant said plantation at Sixty (or more or less) acres thereof in corn and cotton, and will cultivate the same, and gather in due time the crops so produced, and of the said parties of the second part shall deem that their security hereunder is sufficient, and by the failure of the parties 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 of said expenses shall be paid by the parties of the first part 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, generally, to pay said debt or advances, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said parties 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 in the trustee it shall be at a public auction, and for cash, either on the premises or in the City of Jackson on ten days notice thereof, or made by giving said notice at three public places in said City; or if said trustee and said party of the first part shall agree thereto, said cotton may be shipped to a commissio-

merchant for sale in New Orleans, La. It is further understood and agreed that if said trustee shall die, or remove from the country, or otherwise neglect to act, for & of his desire, the said parties of the second part, may, by writing under their hand and seal, appoint a new trustee, who shall have all the power and rights herein vested in said party of the third part; and if said parties of the second part, C. & J. Virden, shall die, their executors, or administrators, 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; third, to said debt; and the surplus, if any, to said parties of the first part.

Witness our hands and seals, this 13th day of March A.D. 1845

Burton Miller Esq.
John Scott Esq.
mark

The State of Mississippi).

Hinds County. This day, personally appeared before me, a Notary Public in and for said County, the above named Burton Miller and John Scott and severally acknowledged that they signed, sealed and delivered the foregoing instrument as their act and deed, on the day of its date, and for the purposes therein mentioned. Witness my hand and seal, this 13th day of March A.D. 1845.

W. H. Green,
Notary Public
Seal.

<u>Green Miller</u>	Filed for Record April 9 th 1845 at 1 P.M.
<u>To: G. Deed of Trust</u>	Record April 15 th 1845.
<u>Jno C. Virden, Trustee</u>	This Indenture, made and entered into between Green Miller of the first part, L. S. Virden of the second part, and J. C. Virden, Trustee, of the third part, witnesseth: That the party of the first part convey the property hereinafter mentioned for consideration of one dollar to him in hand paid, and for the further consideration that the parties of the second part, have agreed to advance to him during the present year money and supplies to aid in raising and producing the crop herein conveyed to an amount which the said parties of the second part shall deem safe in so doing, not exceeding, however, the sum of One hundred and seventy-five (\$175.00) which said advances are to be due & payable to the said parties of the second part, at their store in Jackson, Miss. on the first day of November, A.D. 1845. Now, therefore, in consideration of the aforesaid premises, the said Green Miller, party of the first party hereby grants, bargains, sells and conveys unto the said parties of the third part, as trustee, the following property: The land lying and being in the County of Hinds, and the personally being situated therein, to wit, One black mare maled white smooth, (Piss); One yellow mare maled; horses, now owned by the party of the first part, and being owned and used by said party of the first part on J.B. Yellow's plantation,

in said County, and elsewhereon herreunder, also all the crop of corn, fodder and cotton which may be sown during the year 18th 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 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, or forty, more or less) acres thereof in corn & cotton, and will cultivate the same, and gather in due time the crops so produced, and if the said parties of the second part shall desire that their security hereunder is endangered 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 parties 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 hereinafter made, and of said expenses shall be paid by C. t. C. Vardoe, their rights in that respect shall be the same as the agents 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 of the value be not paid at maturity, and he shall have power also 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 each, 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 if said Trustee and said party of the first part shall agree thereto, said cotton may be shipped to a commercial merchant, for sale in New Orleans. It is further understood and agreed, that if said Trustee shall die, or remove from the County, or otherwise neglect to act, C. t. C. Vardoe, the said trustee of the second part, may, by written 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 parties of the second part, C. t. C. Vardoe shall die, their 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 seal,
this 1st day of March 18th.

James H. Miller
Seal
March

The State of Mississippi) This day, personally appeared before me, R. Tolbury Public,
 Hinds County } in and for said County, the aforesigned Green Miller
 and 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. Subscribed my hand and seal, this 17th day of March A.D. 1845

 R. H. H. L. Green.
Seal.

Tolbury Public

Harris Johnson

Poly. Deed of Trust

Jno. C. Virden, Trustee

Percy C. Virden

Filed for Record April 15th 1845 at 1 P.M.

Recorded April 15th 1845.

This Indenture, made and entered into between
 H. A. Johnson of the first part; J. C. Virden, of the
 second part, and John C. Virden, trustee, of the third part; It is agreed that
 the parties of the first part convey the property hereinafter mentioned
 for and in consideration of one dollar to him in hand paid, and for the
 further consideration that the parties of the second part have agreed to
 advance to him during the present year money and supplies, to aid
 in passing and producing the crop herein conveyed to an amount which
 the said parties of the second part shall deem is safe in so doing, not ex-
 ceeding, however, the sum of one thousand and Seventy-five, (\$1075⁰⁰)
 which said advances are to be due and payable to the said parties of the
 second part, at their store in Jackson, Miss. on the first day of Novem-
 ber A.D. 1845. Now, therefore, in consideration of the aforesaid premises, the
 said H. A. Johnson, party of the first part, hereby gives, grants, bargains,
 sells and conveys unto the said party of the third part, as trustee, the fol-
 lowing property: all the crops of corn, fodder and cotton which may be
 raised during the year 1845 on the plantation on which he resides,
 excepting \$125⁰⁰ 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 any wise be entitled to.
 And the party of the first part agrees and contracts with this said trustee
 that he will take good care of, and protect said property, and will not
 dispose of, or remove the same until the debt herein recited, shall be
 fully paid off and discharged. And further, that the said party of
 the first part will plant said plantation, or *** acres thereof, in
 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 deem that his
 security hereunder is endangered by the failure of the party of the first
 part to cultivate, and gather, and prepare for market, said crop, he need
 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 E. & S. Virden, their rights 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 pecuniably, to pay said debt or advances, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, of the said party of the first part shall sell, or dispose of, or receive, any part of the same without first, paying said debt if a sale is made by the trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson in ten days notice thereof, made by posting and notice at three public places in said City, or if 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 country, or otherwise neglect to act, J. P. Virden, the said parties of the second part, may, by writing under their 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 parties of the second part, E. & S. Virden, shall die, their executors, or administrators, 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 and seals, this 13th day of March A.D. 1845.

H. A. Johnson. *Seal*

State of Mississippi} This day personally appeared before me, a Notary
Frieda County. } Public no and for said County, the above named H. A.
, Potucco and acknowledged that he signed, sealed and delivered the foregoing
instrument as his act and deed, on the day of this date, and for the purposes
therein mentioned. Witness my hand and seal, this 13th day of March A.D. 1845.

Seal H. A. Green
Notary Public

<u>Anderson Brent</u>	Filed for Record April 10 th 1845 at 12 M ^o .
<u>and</u> <u>Albert Winter</u>	Recorded April 16 th 1845.
<u>P. C. Bond of Trust.</u>	Know all men by these presents that we, Anderson
<u>Geo. H. Cordts. Trustee</u>	Brent and Albert Winter of Madison Co. State of
<u>Mississippi.</u> <u>C. Cordts.</u>	Mississippi have granted, bargained and sold and by these presents do grant, bargain and sell unto Geo. H. Cordts, trustee hereinafter named, all our crops of every kind planted, grown and gathered upon this plantation or any other land together with all our farmery interests and all mules, wagons, cattle and stock of

every description now owned or hereafter acquired by us to secure said C. Cordts
in the prompt payment of five hundred dollars for two miles square of land and
lumber and supplies already furnished or hereafter to be furnished according to
our account, and to the end that this deed may evidence a contract with the
merchants and provision of the law of the State of Miss. regulating mercantile
and cultural contracts. It is further evidenced by these presents that the indebtedness
claimed by said C. Cordts is for supplies and necessaries for carrying on our busi-
ness operations during the year 1845 and it shall operate as a fast line accord-
ing to said law upon all our crops, books, stock &c as above specified. It being
the intent of this instrument that the said C. Cordts shall have all the bene-
fits and rights to be derived from it as a deed of trust as well as a contract
under said law; and if said indebtedness is not fully paid by the first
day of November 1845, then it shall be lawful for Geo. H. Cordts trustee hereon
or any one that may be appointed to secure wherever found our crops, stock
&c as above specified and to sell the same at public outcry to the
highest bidder for cash at Court-house door in Madison County, Miss.
or enough thereof to fully pay or satisfy said indebtedness together with
all the cost connected with said sale and the execution of this contract &
that said sale shall take place immediately after five days notice of sale
posted no writing at the Court-house door of said County. In witness whereof
we have hereunto affixed our hands and seals this the 12th day of April
AD 1845.

Anderson & Brewster ^{Recd}
mark

Albert Winter ^{Recd}
mark

The State of Mississippi } This day personally appeared before the undersigned
Madison County } signed Clerk of the Chancery Court of said
County, Anderson Brewster and Albert Winter who acknowledged that
they executed, signed, sealed and delivered the above cited on the day herein
aforementioned for the purposes therein mentioned as true and valid.
Given under my hand and seal of office the 10th day of April 1845.

C. S. Officer, Clerk

Ned Webster, Silas Lowe
and Harriet Lowe
Poy Deed of Recd
R. B. Ballou Practiced
Precure Robinson & Stevens

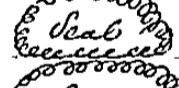
Filed for Record April 12th 1845 at 8 AM.

Recorded April 16th 1845.

This Deed of Recd, made this 10th day of April
AD 1845, witnesseth; That whereas Ned Webster,
Silas Lowe and Harriet Lowe parties of the first
part are indebted to Robinson & Stevens in the sum of one hundred &
thirty three dollars, on open account, and whereas, said parties of first part
expect said Robinson & Stevens to advance Eight hundred dollars money
supplies and merchandise during the year 1845; and whereas, said
parties of the first part agreed to secure the payment of said mony
as also any further amounts that may be advanced as aforesaid

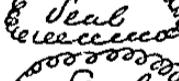
and not mentioned herein. That the parties of the first part, in consideration of the premises as well as for two dollars to them paid by R. B. Battle, Trustee, does hereby bargain, sell and convey to said trustee the property, being in Madison County, Mississippi, and described as follows: One white-spotted steer one male, (100 lbs); two horses (1 Dk. bay, 1 Dk. Bay); one two-horse wagon all stock of cattle and hogs, all crops of cotton, corn & other agricultural products, raised by us for the year 1845; the title to which we to said Trustee or any successor, warrant and agree forever to defend; we trust, however, that if said parties of the first part shall, on or before the first day of November, 1845, pay what may be due said Robinson & Nease and any accounts that may due us in excess of above amounts to be paid out of crops of 1845 as aforesaid, and all costs incurred on account of this deed, this title to be void; but if default is made us 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 public places in said County, sell said property, or an sufficient thereof, to make said payments for cash, at public auction, at City Hall door in Jackson or on the Place. And said Robinson & Nease 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 until demanded by the trustee for either of the parties as aforesaid, and parties of first part can hold the same. In testimony whereof, said Silas Love, Harriet Love and Ned Webster, has signed and sealed and resealed, on the date above written
 Silas J. & Karselot.

Ned J. Webster



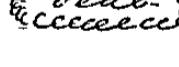
mark

Silas J. Love



mark

Harriet J. Love



mark

The State of Mississippi

Madison County }
 This day personally appeared before me, the undersigned, Notary Clerk in and for Madison County, Ned Webster, Silas Love and Harriet Love and acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, at the time thereunto named, as their act and deed. Also appeared wife of the said, who, after being examined privately and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing Deed, as her voluntary act, and freely, and for the purpose therein specified, without any fear, threat or compulsion of her said husband. witness my hand and seal of office this 1st day of April 1845.

Murray Paylor. Clerk
 Seal Murray Paylor. Clerk
 Seal Ned Webster Jr.