

✓ A. C. Jackson

Deed of Trust

R. B. Battle, Trustee.

Secure Robinson & Stevens

Filed for Record April 12th 1845 at Price

Recorded April 16th 1845

This Deed of Trust, made this 8th day of April 1845,

Witnesseth; That whereas, Rebecca C. Jackson, of said
Ward County party of the first part, is indebted to Robinson & Stevens, of Jackson
Miss., in the sum of One Hundred & seventeen dollars, one cent and
one half, and whereas, said party of first part expects, said Robinson & Stevens,
to advance one thousand dollars money and merchandise during
the year 1845; and whereas, said party of the first part agreed to remittance pur-
chase of said sum, as also any further amounts that may be advanced as
aforesaid and not mentioned herein. That the party of the first part, in consider-
ation of the premises as well as for five dollars to have paid by R. B. Battle
Trustee, does hereby bargain, sell and convey to said trustee the property,
being in Ward County, Mississippi, such described as follows:

11 Black-mare; 6 head mules; two three wagons; twenty head of cattle
and crops of cotton, corn & other agricultural products raised or controlled by
me on my place either in rents or parts of crops that may be due and
coming to me for merchandise stock sold or furnished to me on the
said place and that may be due me from any source, the title to which
unto said Trustee or any successor, warrant and agree forever to defec-
t no trust; however, that if the said party of the first part shall, on or before
the first day of December, 1845, pay what may be due said Robinson &
Stevens or any amount in excess of above, the excess to be first paid, or cotton
placed to the credit of excess 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 publishing in
three different and public places in said County till said property is of
sufficiency thereof, to make said payments, for cash, at public auction,
at City Hall door on the place. And said Robinson & Stevens, or their
legal representative, 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, encumbered
as or 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, and party of first part call him the cause. In testimony
whereof, said R. B. Battle has set his hand and seal, on the
date above written.

54. Execution ^{Seal}

Prob. Court of Mississippi

Lands County

SS. This day personally appeared before me this

undersigned, Chancery Clerk of and for Greene County, Tennessee Landmarks, and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, at the time hereinafter named, as his act and deed witness my hand and seal of office this 8th day of April A.D. 1845.

*Murray Huston Clerk
Received By J. A. Kneller Jr.*

J. F. Richards:

1/3 Trust Deed

William Gilman

Greene J. C. Gilman

Filed for Record April 10th 1845 at 12 PM.

Recorded April 16th 1845.

This trust deed executed this tenth day of April

A.D. 1845, by J. F. Richards the grantor to William J. Hobbs,

the trustee, in Greene J. C. Gilman, the beneficiary, is to witness; that whereas,

said Richards owes said Gilman two sums of money, as shown by his two promissory notes, one dated January 6th 1844, due January 1st 1845, for \$150 bearing 24 per cent per annum interest after maturity, and payable to the order of said Gilman, and signed by said Richards and one Beauchance Clark; and the other dated February 2nd 1844, due December 1st 1844, for \$1855.69, bearing 15 per cent,

per annum, interest from its date, and payable to said Gilman, or order,

being the individual note of said Richards alone, and being credited by \$500

on May 13th 1844, and by \$203 on December 5th 1844; and whereas, said Richards

desires to obtain further time in which to pay the sum due on said notes,

both of which are past due, until the first day of October A.D. 1845, wherein time said

Gilman is witness to grant upon the execution of this trust deed, in addition

to certain other collateral security, being three actions already assigned

by said Richards; for, therefore, the premises considered, and in consideration

of one dollar paid by said trustee, the said Richards has granted bargains

and sold, alienated and conveyed, and, by these presents, or unto, bargains and

sales, alien and conveyances unto the said Gilman, his heirs and successors, forever,

all that land lying in the County of Madison and State of Wisconsin described as: - - - - The East half of the South half of the Northeast quarter of section twenty, and the Southeast quarter of section fifteen, and

township nine, range twelve east; and the East half of the Northeast

quarter of section twenty, and the Southeast quarter of section fifteen, and

township nine, range eleven east, and lot 108 of section twenty-four, township

nine, range eleven east with all the improvements and appurtenances to said

lands pertaining, and also in one sixteenth interest of the said Richards

in all his property, real, personal and mixed, of a certain manufacturing

association and corporation, known as the Manufacturing Company, &c., in the

said County and State, and where said lands and buildings thereof are located

sixty-one and one-half miles northward from the City of La Crosse, in the County

of La Crosse, Wisconsin, in the entire interest of said Richards

in the stock in trade, and capital stock, and in all personalty, fixtures

and appurtenances belonging to the said manufacturing association.

But the foregoing conveyance is in trust and to be void if the

This deed is acknowledged as for no cause to the
+ \$1/2 1/2 : \$105 1/4 dec. 15 - Ownership of Bank & Stock April 18. A.D. 1891
J. F. Richards

obligation notes shall be paid at the date so named their purpose is concluded as appears, but if said notes, or either of them, remain or otherwise shall become unpaid on said mentioned day, it shall then be the duty of said trustee, or of any one else in writing appointed by the owner, holder or holders of said notes, to carry out the distribution, to-wit, to take, possession of said property and sell it, or so much of it as may be necessary to raise the money to pay what may be due on said notes, at auction, on any suitable place during which time twelve hours in the morning and four o'clock in the afternoon, it is understood, for cause, after having advertised the time, place and terms of sale for ten days preceding the day of sale by posting a written or printed notice thereof on the door of the Court-house of said County, in front of which aot said sale shall be made, and he shall execute a valid deed, or deeds, to the purchasers or purchasers above named, which shall pass a fee simple title, and provide, proceeds of said sale, he shall pay the expenses of executing the foregoing trust and the sum due on said notes to their lawful holder and any balance to said trustee, or his personal representatives: Should the taxes on any of said property at any time before the foregoing trust is executed be due and unpaid, said trustee may, pay them and his reimbursement therefor shall be out of the objects of said trust and liable to all its security and provision, and so to such payment by the lawful holder of either of said notes. Witness the day and year and day of said grantor on the day and year first preceding written.

J. F. Richards, Esq.
J. F. Richards, Esq.

State of Mississippi } Personally appeared before the undersigned Clerk
of Madison County } of the Chancery Court of said County, his witness
named J. F. Richards who acknowledged that he signed, sealed and delivered
the foregoing deed on the day and year mentioned, as his intent
deed signed under my hand and official seal, at office No. 14
of April, A.D. 1845. Clerk (L. C.)

J. H. Carson
E. Carson and
G. R. Carson
to 2 Mortgagors
J. W. Nichols

Filed for Record April 14th 1845 at 10 AM
Recorded April 16th 1845.

This mortgage executed by and between J. H. Carson,
G. R. Carson and E. Carson to J. W. Nichols one of the above
mortgagors, State of Mississippi to witness, witness and
J. W. Carson, G. R. Carson and E. Carson to this agreement is indebted to said
J. W. Nichols for supplies furnished and to be furnished for the year 1845 in
the sum of five hundred dollars, more, therefore, the said mortgagee J. W.
Carson, G. R. Carson and E. Carson will remain in the said security
granted herein and do, give and convey unto the said J. W. Nichols all the
improvements now and all other improvements by them during the year 1845
on the Nichols place also one mule owned by them a yellow & bay horse named
Licker. But this deed is to be void if all the said indebtedness shall be paid

acknowledged before me this 16th day of July, A.D. 1845
John P. Nichols

on or before the first of November 1875, if however the said debts should not be paid on or before the said date then said Neech may take possession of said crops and Mule and sell them in the Canton market out of the proceeds pay himself and if any balance to be paid to us, and in the event of failure to grow or gather said crops said Neech, if he chooses may employ labor out of their proceeds should said Mortgagors abandon their crops or refuse to gather them. The said mortgagors agrees not to introduce any parties into their farming operations and to admit no rights or liens in opposition to his rights under this witness the hands and seals of the Mortgagors hereafter set this March 24th 1875 over on other, page

S. A. Carson. *Seal*
G. R. Carson. *Seal*
M. C. Carson. *Seal*

State of Mississippi.) Personally appeared before me, C. S. Jeffrey, Clerk of Madison County, of the Chancery Court of said County, the within named G. R. Carson and S. A. Carson and C. Carson 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. Carson upon a private examination, by me made, separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, without any fear, threats or compulsion of her husband. Given under my hand and seal of said Court, the 27th day of April AD 1875.

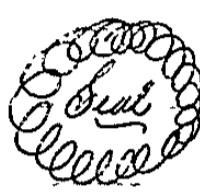
Seal C. S. Jeffrey, Clerk

Martin Van Buren) Filed for Record April 13th 1875 at 9 am
For Deed of Trust. Recorded April 18th 1875.
J. E. Smith, Trustee) This Indenture made and entered into this the 19th day of April AD 1875 by and between Martin Van Buren party of the first part and J. E. Smith party of the second part and Robinson & Brothers 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 & 25 dollars, evidenced by specie & made due January 1st 75. And that whereas, the said parties of the third part expect to supply the said party of the first part, goods, wares and merchandise necessary for plantation supplies and necessaries, and necessary 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 first day of October AD 1875. 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 party of the first part (the receipt whereof is hereby acknowledged) the said party of the first part have granted, for-

gowned 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 crops cotton, corn & other
 agricultural products raised by said party of first part owned belonging
 to Mr. Wm. Hunter or any other lands formerly cultivated during said year
 of 1845. Also one bay horse named Sam, about 10 years old and old, black
 & fat, gear & farming implements owned by one & worth all that I may
 purchase during said year. Reserve 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, notwithstanding before 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, 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 as 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 putting 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 survivors 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 and his assigns and if the said party 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 into 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 such in that case the said parties of the third part or others assigns,
 shall appoint another trustee in his place whose agency and docieys in the
 premises, shall be as binding as if done by the said J. C. Brumitt
 trustee aforesaid. In testimony whereof, The said party of the first par-

herunto set his hand and seal on the day and year first above written.
Martin Van Buren. *Chas. C. Baldwin*
mark

The State of Mississippi, } S.S.
Madison County, } Personally appeared before me Mayor
of Bolton, Corr Officer J. P. in and for said
County, Martin Van Buren, 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 12th day of April A.D. 1875.

C. C. Baldwin

Mayor of Bolton Corr Officer J. P.

C. R. S. Prichard,
do & D. Lee,
Joseph D. Little

Filed for Record April 13th 1875 at 5. P.M.
Recorded April 19th 1875.

The State of Mississippi, }
Madison County, } Know all men
by whom presents
I, this Indenture made and entered into this 27th day of January
A.D. 1875, by and between C. R. S. Prichard party of the first part and Joseph
D. Little of the second part to witness. That for and in consideration of
the sum of Four Thousand and Eighty Dollars, in hand paid to said party
of the first part, the said first party doth by these presents bargain sell and
convey unto said second party, the following described tract or parcels of land
being the same in the County of Madison State of Mississippi, more fully de-
scribed as follows: The 8th of S. M. & of Section 11, Township 9 Line Range
44 Chain East, containing 80. Eighty acres, to the same more or less.
To have and to hold unto him the said second party his heirs and assigns forever,
together with all the tennants, appurtenances and hereditaments thereunto belonging
and said first party doth covenant to and with said second party, forever to
maintain and defend the title to the above described lands against all claims
and incumbrances whatsoever.

For Testimony whereof said first party hath hereunto set his hand
and seal this 27th day of January 1875.

C. R. S. Prichard. *Chas. C. Baldwin*

The State of Mississippi, } S.S.
Madison County, } Personally appeared before the undersigned, Clerk
of the Chancery Court of said County, the within
named C. R. S. Prichard who acknowledged that he signed前述

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
13th day of April AD 1845.

E. S. Jeffrey, Clerk.

Jane Lawson et al.) Filed for Record April 13th 1845 at 1 PM.
To Deed of Trust) Recorded April 20th 1845.

F. B. Pratt) Whereas Jane Lawson a married woman doing business of planting up her own name and on her own account, has in her employ upon the plantation, ruled by her, the following persons, to-wit; Her husband Charles Lawson, James Ester, his wife Eliza Estes, Shuck Pucker and his wife Lizzie Pucker, Henry Francis his wife Eliza Francis, Addie Mayfield and Hugas Aldrich; said employees to work for a share of the crop and feed them selves, and whereas said employees are unable to provide themselves with rations or to obtain credit for the same, and whereas said employees have agreed with said Jane to pledge their share of the crop & their personal property as security for the payment of such supplies as may be necessary, to enable said Jane to advance them rations and to successfully cultivate said crop; and whereas F.B. Pratt has advanced said Jane the sum of one hundred and eighty-three \$100 dollars for herself and employees and has agreed to furnish her the further sum of four hundred dollars (\$400) as the same shall be needed by her. Now therefore know all men by these presents that we the said, Jane Lawson, Charles Lawson, James Ester, Eliza Estes, Shuck Pucker, Lizzie Pucker, Henry Francis, Eliza Francis, Addie Mayfield & Hugas Aldrich in consideration of the premises do hereby grant, bargain, sell and convey to said F.B. Pratt all the crops of cotton and corn which we or either of us may raise during the present year or which we or either of us may receive or be entitled to receive for process in making a crop during said year; also the following personal property, to-wit; One mule named Peter and one mule named Frank. Said mules being the property of said Jane Lawson, also one mule named Beck the property of said Shuck Pucker. In trust nevertheless and for the purpose of securing to said Pratt the payment of said sum of money so advanced to said Jane and such sums as may be advanced by said Pratt together with such percentage upon said advances as are agreed upon in a written contract entered into this day by us with said Pratt, said advances to be due payable on the 1st day of November AD 1845. And it is agreed and understood that all the cotton which shall be made by us shall as fast as the same can be prepared for market be delivered to said Pratt in Canton to be sold by him, the proceeds of the same to be applied to the above mentioned indebtedness, and in

case of neglect or refusal on our part to deliver said cotton as herein agreed or to pay said indebtedness in full whereupon said Pratt is authorized to seize said Cotton & the personal property herein consigned & to sell the same by giving 10 days notice of time and place of sale & to apply the proceeds to the payment of said debt, said Pratt is authorized to appoint any person he may see fit to enforce the provisions of this deed of trust in case of a failure on our part to comply with its provisions. In witness whereof we have this day set our hands and seals this 12th day of April AD 1875.

Jane & Lawson

Charles & Lawson

James & Easter

Ellen & Easter

Shack & Tucker

Lizzie & Tucker

Henry & Francis

Ellen & Francis

Addie & Mayfield

Hagar & Aldrich

The State of Mississippi)

Madison County. }^{ss} Personally appeared before the undersigned, Clerk of the Chancery Court of the said County, the witness named Jane Lawson wife of the said Charles Lawson and the witness named Ellen Easter, wife of the said James Easter, and the witness named Lizzie Tucker wife of the said Shack. Tucker and the witness named Ellen Francis wife of the said Henry Francis who on a private examination separate and apart from their said husbands, acknowledged that they signed, sealed and delivered the foregoing Deed on the day and year herein mentioned, as their voluntary act and deed, freely, without any fear, threats, or compulsion of their said husbands given under my hand and official seal at office this 12th day of April AD 1875.

Clerk C. S. Jeffrey, Clerk.

State of Mississippi.)

Madison County }^{ss} Personally appeared before the undersigned Clerk of the Chancery Court of said County, the witness named Charles Lawson and Shack. Tucker who acknowledged that they signed, sealed and delivered the foregoing Deed on the day and the year mentioned, as their act and deed given under my hand and official seal, this 12th day of April AD 1875.

Clerk C. S. Jeffrey, Clerk

Solomon Fluming

Filed for Record April 12th 1875 at 10 AM

Po⁷ Deed of Trust

Recorded April 20th 1875.

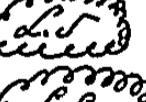
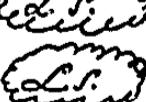
Jack Fluming, Trustee

This Deed of Trust and Agreement, made the

20th day of March AD 1875, witnesseth That whereas

Deed of
Palbert Fleming
to Shrock & Sons
March 20th 1845

Palbert Fleming party of the first part is indebted to Shrock & Sons in the sum of fifty-five $\frac{3}{4}$ \$100 dollars on two promissory notes, one note to J. K. Shrock dated March 20th 1845 for the sum of Twenty Six $\frac{1}{2}$ \$100 Dollars, and one note to Shrock & Sons \$28 $\frac{1}{2}$ dated March 20th 1845, both due one day after date. And whereas, said party of the first part expects said Shrock & Sons to advance him supplies and merchandise during the year 1845 to the amount of one hundred dollars. 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 said Fleming Trustee, does hereby bargain, sell and convey to said Trustee the property being in * * * County, Mississippi, and described as follows; all of the entire crop of corn, cotton and anything else he may raise, make or control the present year or succeeding years the title to which unto said Trustee or any successors, he warrants and agrees forces to defend; but trust, however, that if said party shall, on or before the 15th day of October, 1845, pay what may be due said Shrock & Sons, 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 as above described and then having given two days notice of the time, place and terms of sale by public notice in three public places in said County sell said remaining property, or a sufficiency thereof to make said payments, for cash, at public auction, at his place or residence. And said Shrock & Sons, or their legal representatives can, at any time they may desire, appoint a trustee in place of said Palbert Fleming 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 purposes as aforesaid, said party of the first part can hold the same. In testimony whereof, said Palbert Fleming, Shrock & Sons & Jack Fleming have hereunto set their hands & seals.

Palbert Fleming 
Shrock & Sons 

Witness: Wm Lewis
Geo L Polk
The State of Mississippi)

Madison County. Personally appeared before the undersigned Justice of the Peace of said County, the witness named William Lewis 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 Palbert Fleming whose name is subscribed thereto, sign, seal and deliver the same to the said Jack Fleming, trustee for Shrock & Sons, that he, this deponent, subscribed his name & as a witness thereto in the presence of the said Palbert Fleming and that

he saw the other subscribing witness sign the same in the presence of the
said Robert Fleming and that the witnesses signed in the presence of each
other on the day and year thereon named by me under my hand and seal
this the 9th day April AD 1845

Saint Mello, Jr  Seal

John B. Shrock,
etc. J. B. Shrock,
etc. Secy. J. B. Shrock,

Filed for Record April 12th 1875. at 10 A.M.
Received April 21st 1875.

J. W. G. Shatto,
of Second Jack & Company

This Deed of Trust. And witnesseth, that
this 20th day of January A.D. 1845, in the Commonwealth of Massachusetts; That
Whereas Leonard Clemens, Esq., of the first part —

Jym Lewis.

Minor ^{his} Fleming	{ L. S.
mark	3
Jack ^{his} Fleming	{ L. S.
mark	3
J. R. Darrow	{ L. S.
mark	3

The State of Mississippi, I Personnally appeared before the undersigned Justice
Madison County, of the Peace of said County, the within G. F. Shrock,
one of the subscribing witness to the foregoing Deed
of Shrock who being first duly sworn deposeth and saith that he saw the witness
named Muir Fleming whose name is subscribed thereto sign, seal and deliver
the same to the said G. F. Shrock Justice for Jack Fleming. That he this
deponente subscribed his name as a witness thereto in the presence of the said
Muir Fleming, and that he saw the other subscribing witness sign the same
in the presence of the said Muir Fleming, and that the witness signed in
the presence of each other, on the day and year herein named.

Givn under my hand and Seal this the 26th day of March

A.D. 1875.

Sam'l Wilson J. P. E. S.

Walter Killman. Report of Comr's of Partition.

1566.

as

Filed April 6th A.D. 1875.

Henry Lewis et al.

State of Mississippi, In Chancery Court of said
Madison County, County, To April Term 1875.

To the Honorable William Buck Chancellor of the 13th Chancery District
of said State:

The undersigned Commissioners appointed by the decree of this
Honorable Court at their January term last in the above entitled cause, to
make partition of the lands described therein between the persons and in the proportions
hereinafter named and specified in said decree more respectfully report,

That they assembled on the lands of which they were to make partition
on the 16th day of the present month (March) and after inspection of the
said lands, to-wit: All of Section 18. The S $\frac{1}{4}$ & T $\frac{1}{4}$ of S $\frac{1}{4}$ of Sec. 4.
and the S $\frac{1}{4}$ & T $\frac{1}{4}$ of N $\frac{1}{4}$ and S $\frac{1}{4}$ of S $\frac{1}{4}$ of N $\frac{1}{4}$ Sec. 17 and T $\frac{1}{4}$
of N $\frac{1}{4}$ and N $\frac{1}{4}$ of S $\frac{1}{4}$ of N $\frac{1}{4}$ of Sec. 20. all Township 8. Range 27 West
containing twelve Hundred and Eighty acres and determining that the same
were susceptible of fair and admissible division between the parties interested
directed the Surveyor after first having administered to him and the Chancery
Carriers an oath as required by law, which oath is hereto annexed as "Exhibit
A" to these said lands, in whom presumed; and on the following day your com-
missioners again assembled and having forenoonly and before administering
the oath to the Surveyor & Chancery Carriers taken and subscribed the oath herein
attached as "Exhibit B" proceeded to divide said lands into fair lots
or divisions as near equal in value, having due regard to situation quantity
quality and advantages of each, as could be, and in the order directed by the

Survey, and your Commissioners then proceeded to number said lots or divisions on the map made out from the survey from number one to number four inclusive.
Lot No 1. contained $\frac{1}{4}$ of $\frac{1}{4}$ Sec. 18. SW $\frac{1}{4}$, SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 17. and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and 17 acres off each side of SW $\frac{1}{4}$ of Sec 7. T. 8
R. 2 West containing 34 $\frac{1}{4}$ acres

Lot No 2. contains, SW $\frac{1}{4}$ less 17 acres off each side Sec. 7. and NW $\frac{1}{4}$ of Sec. 18. T. 8. R. 2 West

Containing 30 $\frac{3}{4}$ acres.

Lot No .3. contains, SW $\frac{1}{4}$ SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 18. T. 8 R. 2 West, containing 24 $\frac{1}{4}$ acres and.

Lot No .4. contained $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 18. & SW $\frac{1}{4}$ Sec. 17. SW $\frac{1}{4}$ of NW $\frac{1}{4}$
& NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 20 T. 8 R. 2 West
containing 36 $\frac{1}{4}$ acres.

All of which will appear by reference to the map and field notes of the Surveyor here-to attached, marked "Exhibit G" and made a part of this report. Your Commissioners then proceeded in a public manner to number as many tickets as there were shares or divisions of land marked on the map of the Survey of said lands, to-wit: Nos. 12. 3 &c. and to write the names of the persons between whom partition was to be made upon a like number of tickets, to-wit: Walter Hileman name was written upon three tickets to represent his three fourths interests or three shares in the division of said lands, and George B. Senior. James D. Senior and John V. Senior were written upon one ticket to represent their one fourth division or one share in said lands. The tickets containing the numbers of said shares were then placed in one box and the tickets containing the names of the persons were placed in another box. When William Councill the person selected by the Commissioners proceeded to draw from the box containing the names the tickets bearing the names of George B. Senior James D. Senior and John V. Senior and at the same time he drew from the box containing the numbers of the shares of the lands the ticket containing Share No. 2.

Whereupon the Commissioners allotted to the said George B. James D. and John V. Senior Share No 2. as shown upon the map marked as "Exhibit G" and at the same time and place, the tickets containing the name of Walter Hileman and the tickets containing the other shares, to-wit Nos. 1. 3 &c. of said lands were drawn and the shares Nos 1. 3 &c. were allotted to the said Walter Hileman. Your Commissioners would further state that they were unable two days in the discharge of the duties required of them in making this partition and they ask such allowance for their services as the law provides, and having fully reported they ask that their report be accepted and they be discharged.

Respectfully submitted under their hands & Seals this 17th day of March 1845.

J. M. Wilcox *(Signature)*

Wm. C. Council
Jas. E. Lane.

Wm. C. Council
Jas. E. Lane.

"Exhibit A"

State of Mississippi
Madison County,

Personally appeared before me J. M. Wiles one of the Commissioners appointed by the decree of the Chancery Court of said County, to make partition of the lands mentioned in said decree W. C. Council Surveyor and William A. Norton and Willis Hinton chain carriers who on oath state that they will faithfully and impartially discharge the duties imposed upon them of Surveyor and chain carriers to the best of their skill and ability.

Sworn to & Subscribed before me
this 16th day of March 1875.

J. M. Wiles
Commissioner

W. C. Lane Surveyor

W. A. Norton

Willis Hinton.
mark

Chain Carriers

State of Mississippi
Madison County,

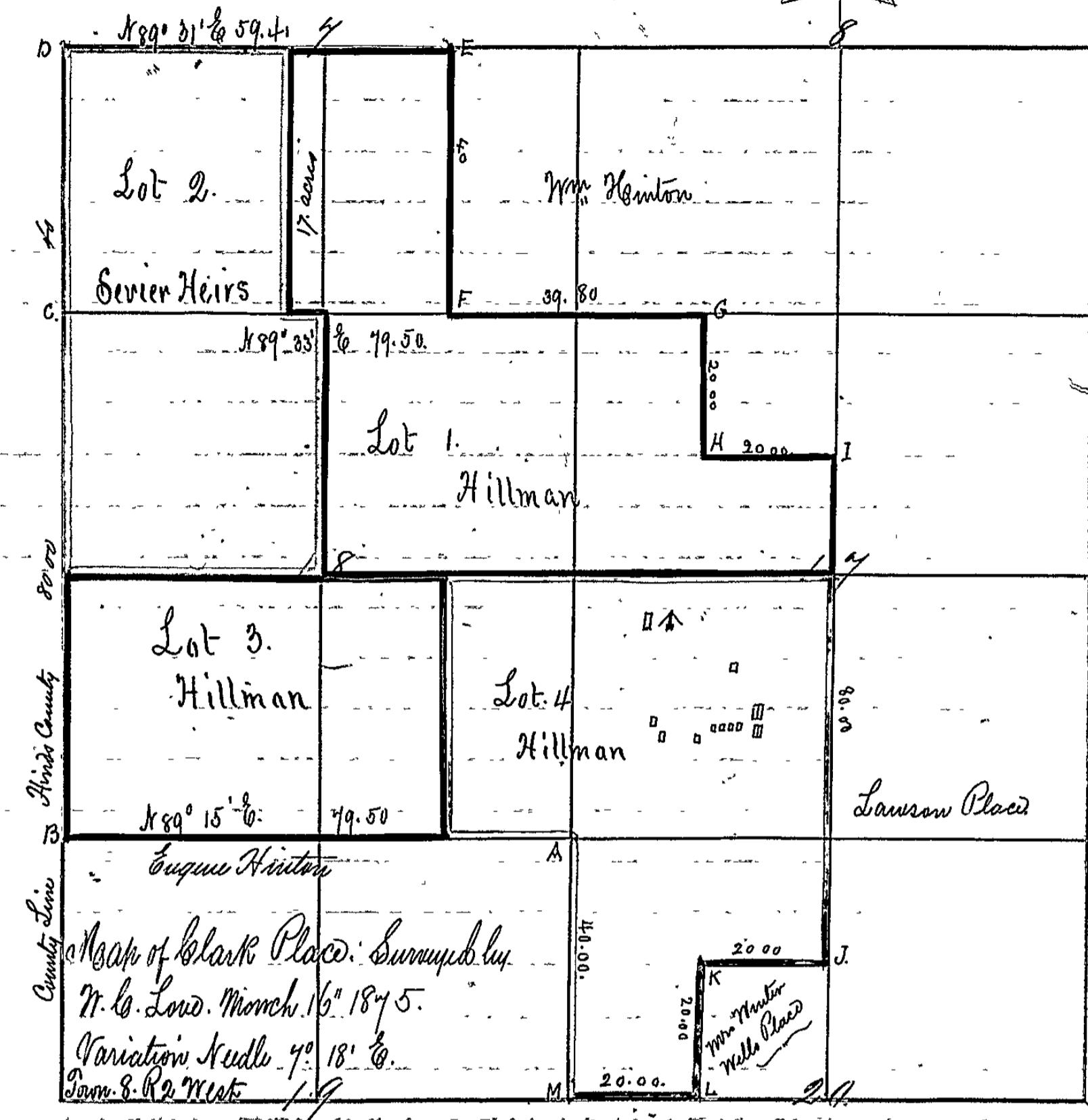
Personally appeared before the undersigned an acting Justice of the Peace in and for said County J. Madison Wiles, William C. Council, and Joseph E. Lane, Commissioners appointed by a decree of the Chancery Court of said County to partition the lands mentioned in said decree between the persons herein named, who on oath state that they will faithfully and impartially discharge the duties required of them to the best of their skill and ability.

Sworn to and Subscribed before me this
16th day of March A.D. 1875.

David E. Jiggetts J. P. Seal

J. M. Wiles
W. C. Council
Jas. E. Lane.

"Exhibit 6"



Field Notes of Survey of the Clark Place made by W. G. Love March 16th & 17th 1875.
Commencing at Stake marked H. on Plat it being S^E corner Secch 18. T. 8. R. 22 N.

Station	Bearing	Distance
A.	S. 89° 15' W.	79 00 chains
B.	N 00.	80 00 "
C.	N 00	40 00 " over flow
D.	N 89° 31' 6"	59 41 "
E.	S.	40 00
F.	East	39.80
G.	S.	20 00
H.	E.	20 00
I.	S.	80 00
J.	W.	20 00
K.	S.	20 00
L.	W.	20 00
M.	N. to beginning	40 00

Variation of Nodle 7° 18' East.

H. G. Lord
Surveyor



R. J. Ross, Commiss.) Filed for Record April 30th 1845 at 10 M.

To Deed

Recorded April 30th 1845.

Peter Hayman This Indenture made and entered into on this the 13th day of July A.D. 1844 between R. J. Ross, a Commissioner of the Chancery Court of the County of Madison, State of Mississippi, of the one part, and Peter Hayman of the County of Lewis and State of Missouri of the other part, witnesseth; That whereas the said Commissioners, in pursuance of a decree of the said Chancery Court, made at the April term, 1844, thereof, in the Suit of Peter Hayman against Jno. McBride et al, defendants, No. 11446 in said Court, directing the said Commissioners to sell the following described lands: Lot No one, two, three and four in Square nine, and an undivided one half interest in twenty two feet off each side of lot 3, in Square two, all in the City of Canton, County of Madison and, State of Mississippi; And whereas, the said Commissioners, on the 13th day of July 1844, at the Courthouse door in the town of Canton, in said County, within lawful hours, having first given the notice required by law and said decree as will fully appear by reference to the proceeding of said Chancery Court in said cause, to which reference is here made as a part of this Deed, did expose for sale, at public outcry, to the highest bidder, the above described land, in the following terms, to wit: all cash, when and where the said Peter Hayman bid for the same the sum of One hundred and ten dollars which being the highest & best bid made for the said premises, the same were struck off to him and he was declared the purchaser thereof, and whereas the said Peter Hayman has fully complied with the requirements of said decree, by paying to the said Commissioners the amount of his bid; Now, this indenture witnesseth, That in consideration of the premises, and the compliance on the part of the said Peter Hayman with the terms of said sale, as directed by said decree, the said Commissioner has this day given, granted and bargained, sold and conveyed and by these presents doth give, grant, bargain, sell, convey and confirm unto the said Peter Hayman and his heirs and assigns forever, all of the described lands, together with all and singular the tenement, hereditaments and appurtenances thereto belonging or appertaining, in, save and to hold the above granted, bargained and described premises unto him the said Peter Hayman and his heirs and assigns, to his and their sole prospect, benefit and behoof forever, as fully and effectually, to all intents and purposes in the law, as he, the said Commissioner, could or ought to tell me according to the said by virtue of the decree of the Court aforesaid. In testimony whereof, the said R. J. Ross, Commissioner as aforesaid, has set his hand and

Seal, the day and year aforesaid.

State of Mississippi } R. J. Ross Commissioner ^{Seal}
Madison County } Personally appeared before the undersigned,
Clerk of the Chancery Court of said County, the within named R. J. Ross,
Commissioner, who acknowledged that he signed, sealed and delivered the
foregoing deed on the day and year mentioned, as his official act and
deed. Given under my hand and seal at this office, this 30th
day of April AD 1845. ^{Seal}

^{Seal} C. S. Jeffrey Clerk.

✓ B. L. Prichard Filed for Record April 13rd 1845 at 5 PM.
Rebecca his wife Recorded May 1st 1845.
Po. 3 Deed In the State of Mississippi Known all need by these presents
J. D. Little Madison County That this instrument made and
entered into this the 27th day of January AD 1845 by and between Britain L.
Prichard and Rebecca H. Prichard his wife of the first part and Joseph D. Little
of the second part, is to witness That for and in consideration of the sum of
nine hundred dollars said first party doth by these presents bargain, sell
and convey unto said second party the following described tract or parcels
of lands lying and being in the County of Madison and State of Missis-
sippi more fully described as follows Lots 5 and 6 Section 26 Township No 9
Range 4 East said to contain one hundred and thirty 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 tenement, appurtenances and
hereditaments thereunto belonging and the said first party doth covenant to
and with said second party forever to warrant and defend the title to the
above described lands against all claims and encumbrances whatsoever. In
testimony whereof said first parties hath hereunto set their hands and seals
this the 27th day of January AD 1845.

Rebecca H. Prichard ^{Seal}

Britain L. Prichard ^{Seal}

State of Mississippi Before me the undersigned Justice of the Peace in and
Madison County for said County and State aforesaid this day person-
ally appeared B. L. Prichard, who acknowledged that he signed, sealed &
delivered the foregoing Deed on the day and date therein written as his
act and deed. Also appeared Mrs. R. H. Prichard wife of said B. L. Prichard
who was present separately from her husband
acknowledged that she sealed, signed and delivered the foregoing
Deed on the day and year therein mentioned as her voluntary act
and freely without any fear, threat or compulsion of her husband.
Given under my hand and seal this January 28th 1845.

Jno C. Patchford Jr. ^{Seal}

619

✓ P. H. Roby } Filed for Record April 23rd 1845 at 11 AM
To & Deed of Trust } Recorded May 1st 1845.
C. A. Boyd, Trustee } This Deed of Trust and agreement, made this 22nd day of
June, A.D. 1845, witnesseth: That whereas P. H. Roby, party of
the first part, is indebted to S. S. Carter in the sum of one hundred dollars on his
provisionary note bearing date herewith and due first of October 1845. And
whereas, said party of the first part expects said S. S. Carter to advance him
supplies and merchandise during the year 1845, and where as, said party agreed
to secure the payment of said sum, as also any amount that may be ad-
vanced as aforesaid; That the party of the first part, in consideration of
the premises, as well as for ten dollars to him paid by C. A. Boyd, Trustee,
does, hereby bargains, sell and convey to said Trustee the property being in
Madison County, Mississippi, and described as follows: one brown horse male
about six years old, named "Tobe," also all of the crops of cotton, corn, fodder,
grained by him (said P. H. Roby) or those under his control, during the
year 1845, the title to which unto said Trustee or any successor, he warrants
and agrees forever to defend, but trust, however, that if said party shall, ever or
before the first day of October, 1845, pay what may be due said S. S. Carter,
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 then having given ten days notice of the
time, place and terms of sale by posting in three public places in Madison
County, sell said remaining property, or a sufficiency thereof to make said
payments, for cash, at public auction at some convenient place notice of
which will be given in due time. And said S. S. Carter, or his legal re-
presentative can, at any time he may desire, appoint a trustee in place of said
C. A. Boyd, 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 purposes as afore-
said, said party of the first part can hold the same. In testimony
whereof, said P. H. Roby has hereunto set his hand and seal.

P. H. Roby. *Ed. S. C.*

The State of Mississippi,

Holmes County, } Personally appeared before me, B. L. Norwell,
a Justice of the Peace in for said County, the witness named P. H. Roby
who acknowledged that he signed, sealed and delivered the foregoing Deed
of Trust & Agreement, and at the time therein named, as his act and deed.

Given under my hand and Seal of office, this 22nd day of April A.D. 1845.

B. L. Norwell. *J. P. C.*

✓

<u>Joseph James</u>	Filed for Record April 13 th 1845 at 12 M ^m
<u>To 7 Licks</u>	Recorded May 1 st 1845
<u>D. H. Hudson Ford</u>	\$100.00 Canton Miss April 13 th 1845

Bethel 1st day of November next I promise to pay to D. H. Hudson Ford or to Dr. J. Mosby & Co or to the order of either of them, one hundred dollars, or the amount of my account for medical services and drugs furnished to my son Jacob. It is being understood that said Jacob is to be treated by Dr. Ford, who is to receive \$5.00 for his services in case said Jacob is cured or materially improved, and not more than thirty dollars in case the medical treatment fails, and the balance to be applied to the payment of the account which shall be made with said Dr. J. Mosby & Co. for drugs necessary for the care not exceeding thirty dollars. And to secure the payment of said money, I hereby give a full and perfect lien under the Agricultural Lien Laws of the State of 1842, and amended in 1843, on all crops raised beyond this current year or on my account, on the lands of Mr. Alsworth or elsewhere.

Witness... J. A. Beard

Joseph James
his
mark.

State of Mississippi)

Madison County } Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the witness named Joseph James 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 13th day of April AD 1845

C. S. Jeffrey, Clerk

By J. H. C. Denwell, O.C.

P. H. Weatherby

To 7 Deed.

City of Canton

Filed for Record April 30th 1875 at 6 P.M.

Recorded May 1st 1875

State of Mississippi) Known and sworn by those present,

City of Canton - That I, P. H. Weatherby, Marshal and ex-officio Tax Collector of the City of Canton, have this day, in accordance with the provisions of an Ordinance of said City of Canton, entitled "An ordinance relating to Revenue" approved January 1874 sold the following described lands, viz., lots 1, 2, 3 & 4 Square nine also fourths of lot 22 ft. of the East side lot 3 Square 2 lying and being situated in the corporate limits of the City of Canton for the taxes of the year 1874 on the following described lands, to-wit; Lots 1, 2, 3, 4 Square 9 also a fourth of lot 22 ft. of the East side lot 3 Square 2 being no corporate limits of said City Canton assessed to Chapman's heirs, the reported owners thereof, when the City of Canton became the best bidders, at the sum of One $\frac{50}{100}$ dollars. I, therefore, in compliance with said Ordinance, do hereby sell and convey said lands to the said City of Canton his heirs and assigns, forever, in absolute and

indefeasible right. Given under my hand and Seal this the 1st day of Feb
ruary AD 1845.

P.H. Matthersby ^{Seal}
Marshal and ex-officio Tax Collector of the City of Canton

The State of Mississippi }
Madison County } Personally appeared before me, Robert Powell, Mayor
of the City of Canton and ex-officio a Justice of the Peace of said County, P.H.
Matthersby, Marshal and ex-officio Tax Collector of the City of Canton, who
acknowledged that, as Tax Collector, he signed, sealed and delivered the foregoing
deed on the day and year therein mentioned, as his own official act and deed.
Given under my hand and the seal of the Office, at my office in Canton,
this 1st day of February 1845.

Robert Powell.

Seal.
Mayor R.P. ^{Seal}

Jennie Fulton) Filed for Record, April 13th 1845 at 5 PM.
By Release of Donor) Recorded May 1st 1845.

Caroline Fulton) Know all men by these presents, That this deed
made and entered into this the 30th day of March AD 1845, by and between
Mrs Eugenia Fulton wife of David M. Fulton of the first part and Caro-
line Fulton of the second part, is to witness; That heretofore on the 24th
March AD 1842, the said D. M. Fulton, did by deed of that date bargain,
sell and convey unto the said Caroline Fulton for love and affection and a
debt of five hundred dollars due her as the distributive share in her father's
estate, the lot hereinafter described, but the same was not participated in by
the said Jennie Fulton so as to pass her right of donor, nor therefore the said
first party done by the present bargain, sell & convey unto the said Caroline
Fulton to release unto her all her right, title and interest whether of donor
or otherwise in and to the following described lot or parcel of ground lying
and being in the City of Canton, County of Madison and State of Mississippi
better described as follows, viz., Lot Number 36 in the first addition to
said City according to a plot to survey made by C. A. Ford, bounded as follows,
beginning on Peace Street at a point where the Livingston road inter-
sects Peace Street running West 200 feet to a stake, thence North
184 feet to a stake in Livingston road, thence with said road north
east to the beginning. To have and to hold the same unto her the said
Caroline Fulton her heirs and assigns forever together with all and singular
the tenements, appurtenances and hereditaments thereto belonging.
In testimony whereof, said first party hath hereunto set her hand
and seal this the 30th day of March AD 1845.

Eugenia Fulton ^{Seal}

State of Mississippi } Personally appeared before me, C. S. Jeffrey, Clerk
Madison County } of the Chancery Court of said County, the witness

named Eugenia Fulton, wife of David M. Fulton, who acknowledged that, ^{she}
 signed, sealed and delivered the foregoing and annexed deed ^{in her} own act and deed
 and the said ^{Eugenia Fulton} 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 2nd day of April AD 1845.

Seal of C. S. Jeffrey, Clerk

Eliza Jane Stone)

To 2nd Trust Deed)

C. S. Jeffrey, Trustee)

To Secur. H. R. Smith)

Filed for Record April 15th 1845 at 11 A.M.

Recorded May 1st 1845.

State of Mississippi) Plus Trust Deed executed this

Madison County.) the 14th day of April AD 1845, by

Eliza J. Stone the grantor to C. S. Jeffrey, the trustee to secure H. R. Smith the
 beneficiary, all of the County of Madison and State of Mississippi, is to witness,
 That whereas the said Eliza J. Stone is indebted to the said H. R. Smith as the
 sum of Eighty Seven & 84/100 dollars, as evidenced by her promissory note in
 writing of even date herewith, due and payable on the first day of December
 1845; and bearing eight per cent interest per annum after maturity
 until paid, and to secure the prompt payment of the said note at maturity,
 the said Eliza J. Stone has bargained, sold and hereby bargains, sells and alienes
 and conveys unto the said C. S. Jeffrey, Trustee aforesaid, his heirs and
 successors forever, a certain lot or parcel of ground in the City of Canton,
 County and State aforesaid fronting on Fulton Street, beginning at the South
 west corner of the lot of ground belonging to Mr. P. Douglass and running
 thence North two hundred feet, thence west one hundred and thirty three
 feet, thence South two hundred feet to Fulton Street, thence along Fulton
 Street one hundred and thirty three feet to the beginning. But this deed
 is upon the following express trusts and conditions, to wit, If the said
 note shall be promptly paid at maturity, then this deed to become void,
 and the title to said lot of ground to revert to said Eliza J. Stone and
 her heirs; but if said note or any part of it shall remain unpaid at such
 maturity, then it shall be the duty of said Trustee, or in case of his death,
 failure, refusal or neglect for any cause to act, thereof any person the
 said Smith shall, or any lawful holder of said note shall in writing appoint,
 to proceed to sell the said lot of ground hereinbefore described to the
 highest bidder, at public outcry, for cash, at the Court house door of said
 County, after having first given ten days previous notice of the time, place
 and terms of such sale, by posting written notices thereof on the door of said
 Court house, and the door of the post office of said City of Canton, and to ap-
 plly the proceeds of said sale, first, to the payment of said note and the
 expenses incurred in the execution of this trust, and the balance, if any

I acknowledge this instrument to be a true copy
of record. Dated this 1st day of May 1845
C. S. Jeffrey, Clerk

there be to the said. Eliza J. Stone. Witness the hand and seal of said grantor
hereunto set, this the 14th day of April A.D. 1845.

Eliza Jane Stone *Seal*

State of Mississippi

Madison County }
Personally appeared before the undersigned, Clerk of the
Chancery Court of said County, the within named Eliza Jane Stone
who acknowledged that she signed, sealed and delivered the foregoing Deed
the day and the year mentioned, as her act and deed. Spoke under my
hand and official seal, at office, this 15th day of April A.D. 1845:

B. S. Jeffrey Clerk

B. S. Jeffrey Clerk

W. W. Stewart

Filed for Record April 15th 1845 at 6 P.M.

To, Trust Deed

Recorded May 1st 1845.

C. P. Gober Trustee State of Mississippi) Whereas W. W. Stewart is now
Indebted to Mills & Edwards }
Indebtedness of Edwards Madison County }
T. J. Stewart in the sum of Four hundred & 4/100 dollars as evidenced by his
Promissory note, bearing date herewith, and due Nov 1st 1845, and, whereas,
said Mills and Edwards & J. Stewart have agreed to make advances of
supplies to said W. W. Stewart during the ^{present} year; and whereas, the said W. W.
Stewart has agreed to secure the payment of said note, and the amount which
may be due said Mills and Edwards & J. Stewart for supplies advanced,
and to be advanced; therefore, this Deed of Trust, made this, the 1st day of
January 1845 between W. W. Stewart of the first part, and C. P. Gober, Trustee
of the second part, and Mills and Edwards and J. Stewart of the third,
Witnesseth that said W. W. Stewart in consideration of the premises as well
as the sum of \$500 dollars in hand paid, by said Trustee, the receipt whereof
is hereby acknowledged, do hereby bargain, sell and convey to said Trustee
the following property, to-wit: 1 grey mare, 9 years old; 1 cow white with
Red Head, 1 Black yearling; 1 Red and White spotted yearling, all of his
personal property of horses, mules, cattle and agricultural implements
which he may have or acquire during the ^{present} year, or subsequent year, and
his crop of cotton, corn, fodder and anything else to be raised by said W. W.
Stewart the present year, or any subsequent year, in trust upon condition
that if said W. W. Stewart shall pay to said Mills & Edwards and J. Stewart
on or before the 1st day of Nov. 1845, the amount of said note and all
supplies and merchandise advanced by Mills & Edwards and J. Stewart
to the said W. W. Stewart, then this Deed to be void. But should he make
default in said payment, the said Trustee shall take possession of said
property, and having given ten days notice, by posting in three public
places, in this County, or publishing the same twice in some newspaper
in said County, of the time and place of sale, sell the same for cash, and

out of the proceeds of the sale pay all the costs incurred on account of this Deed, and the amount due Mills & Edwards & J. Stewart as aforesaid, or if said Trustee fail to execute the trust aforesaid, the said Mills & Edwards & J. Stewart may appoint any suitable person to execute the same Intestate whereof, The said party have hereunto set his hands and affixed seals, having first duly stamped the same

J. W. Stewart 

State of Mississippi

Leake County. }^{ss} Personally, appeared before me, Frank Taylor Justice
of the Peace for said County, J. W. Stewart, whose names are signed to the fore-
going deed, and acknowledged that he signed, sealed and delivered the above
Deed, for the purpose therein named, and for the purposes therein contained.

Frank Taylor, Justice of the Peace

John Lutz and wife } Filed for Record April 15th 1845 at 2 PM
and Thomas Frey } Recorded May 1st 1845
For Deed of Trust } Marcus Thomas Frey as principal and John Lutz
J.W. Schneider, Trustee } and his wife Elizabeth Lutz, as trustees, stated indebted
to Leonard Schneider in the sum of four hundred
dollars, as is evidenced by the note of the said Frey & the said John Lutz &
Elizabeth Lutz, bearing even date with this deed & payable on the first day
of August A.D. 1845, to said Leonard Schneider order and the said parties
wishing to secure the payment of the same, do hereby bargain, sell,
alien and convey, thereby these presents bargained, sold, aliened & conveyed
unto William Schneider as trustee, one horse the property of Thomas Frey
and one horse and one mare the property of John Lutz, and the following
described lands (viz) Commencing at South east corner of J.M. Hale's lot
on the line of the right of way of Mississippi Central Rail Road Com-
pany, thence west $16\frac{50}{64}$ Sixteen $\frac{50}{64}$ chains to a stake, thence South 15° , fif-
teen degrees East $14\frac{93}{64}$ fourteen $\frac{93}{64}$ chains to a stake, thence South $85\frac{50}{64}$
degrees East $10\frac{60}{64}$ ten Sixty/100 chains to Mississippi Central Rail Road,
thence to the point of beginning $13\frac{91}{64}$ chains also 3 cows and calves,
one wagon, 8 head hogs household and kitchen furniture & all crop
of cotton to be grown in Madison County by us in the year 1845.

To have and to hold unto the said William Schneider, his heirs and
assigns forever, free from the claims of the said grantors, and they
forever warrant the title to the same, against the claims of all
persons claiming the same. But this conveyance is upon trusts (viz)
if the said Frey or Lutz shall pay said note, whereupon this deed shall be
void, but if said note is not paid when it falls due then the said Trustee
shall advertise said property real and personal for sale and shall sell
the same at public outcry for cash before the door of the court house in said

Lactation of the author
Died and was left to Schneider

Madison County after he shall have posted notice of the sale in writing at the Court House door in said County five days before the day of sale and from the proceeds he shall pay this note herein and all costs of execution, this trust and shall make deeds to the purchasers thereof. If it should so happen that the said Lutz should pay said note for said Prey then he shall have the security of this deed to indemnify him for such payment in the property herein conveyed by said Prey, the trustee shall sell in the same manner to realize the money for said Lutz if he should pay the note for Prey as he is required to sell in the first instance. The real estate above conveyed is situated and located in the County of Madison, State of Mississippi, the property upon which the said Lutz now resides. This April 15th 1875, witness our hands and seals, interlined between 5th & 6th lines from bottom in first page before signed.

This Day ^{ccccccc}
Seal
Johannes Lutz ^{ccccccc}
Elizabeth Lutz ^{ccccccc}

State of Mississippi)

Madison County } Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named Thomas Prey 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 Seal of office, this 15th day of April A.D. 1875.

C. S. Jeffrey, Clerk.
Seal
Prey D.R. Brewell, D.C.

State of Mississippi.)

Madison County } Personally appeared before me, C. S. Jeffrey, Clerk of the Chancery Court of said County, the within named John Lutz and Elizabeth Lutz 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 Elizabeth Lutz 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 15th day of April A.D. 1875.

C. S. Jeffrey, Clerk.
Seal
Prey D.R. Brewell, D.C.

Henry Haunblair) Filed for Record April 15th 1875 at 4 P.M.

Pay Decd.) Recorded May 3rd 1875.

Maryann Covington) Seal of Picas } Know all men by these presents;

Colorado Co.). that I, Henry Haunblair Jr. of the County and State aforesaid, to wit; Colorado Co. Picas, have this day the ninth (9th) of October A.D. 1875, bargained, sold and conveyed unto Mr. Henry

Covington of the County of Madison and State of Mississippi, all and singular that portion of estate of lands, in expectancy left me by will of the late Edwin Hamblin, deceased, my father, at the death of my mother, then to have and hold as directed by said will, now know ye therefore, that for and consideration of the sum of Three hundred dollars, in hand paid by said Mr. Mary Covington, the receipt of which is hereby duly acknowledged, to have and to hold unto her, and her assigns forever, all and singular the lands, hereditaments and tenements and such other estate that is to succeed to me by said will of my said father, the late Edwin Hamblin, deceased, for more particular description references had hereby to said will, recorded duly in the County Clerk's office in Canton, Madison County, Mississippi, forever warranting to defend ^{et} quit-claim unto her the said Mary Covington against the claims of myself or heirs or assigns. In testimony whereof, I hereunto set my hand and affix a seal the 9th day of October AD 1843.

Henry Hamblin Jr. ^{Seal}

The State of Texas.) Before me J. W. Johnson, Notary Public in and for said County of Colorado } County of Colorado, personally came Henry Hamblin Jr., to me well known, by whom the foregoing and attached instrument of writing bearing date the ninth day of October AD 1843, appears to have been executed, and acknowledged that he executed the same for the consideration and purpose therein stated. To all of which I certify by hereto setting my hand officially with the seal of my office. Done in the City of Columbus, County and State aforesaid this the 10th day of October AD 1843.

J. W. Johnson ^{Seal}

Notary Public

The State of Texas.) I, George S. Ziegler, Clerk of the District Court of Colorado County, State of Texas, do hereby certify that J. W. Johnson, is a duly commissioned Justice of the Peace and Notary Public, commissioned by the Governor of the State of Texas and that all his acts and deeds as such, are entitled to all faith and credit. In testimony of which I hereto set my hand and official seal of said Court, at office in the City of Columbus this the 10th day of October AD 1843.

Geo. S. Ziegler. Clerk Dist. C. C. C.
Seal
Signed By Henry Braggenfahr Deputy

Aaron Johnson

J. W. Hubbard

Deed of Trust

R. B. Ballie - Trustee

Robinson & Stevens

Filed for Record April 16th 1845 at 8 am.

Recorded April 17th 1845.

This Deed of Trust and Agreement, made this 9th day of March AD 1845, witnesseth that whereas

Aaron Johnson and J. W. Hubbard, Madison County,

parties of first part, are indebted to Robinson & Stevens in the sum of Fifty

(\$50⁰⁰) dollars on open account. And whereas said parties of first party expect said Robinson & Stevens to advance one hundred and fifty dollar, money, sufficient merchandise during the year 1845; And whereas, said parties agreed to receive the payment of such sum, as also any amount that may be advanced, as aforesaid. That the parties of the first party, in consideration of the premises, as well as for ten dollars, to them paid by R. B. Battle, Trustee, do hereby bargain, sell and convey to said Trustee the property, being in Madison County, Miss. and described as follows: (1) One dark bay mare mule; all crops of corn, cotton and other Agricultural products raised or produced as crops of 1845, all stock, farming implements, the title to which unto said Trustee, or any successor, we warrant and agree forever to defend; In trust, however, that if said parties shall, on or before the 1st day of December, 1845 pay what may be due said Robinson and Stevens, as aforesaid, and all costs incurred on account of this Deed, then this Deed to be void; but if default is made in said payment, the trustee shall take possession of said property, and having given ten days notice of the time, place and terms of sale, by posting in three conspicuous places in said County Sell said above described property, or a sufficiency thereof, to make said payment, for cash, at public auction, at Court house door Jackson; And said Robinson & Stevens or their legal representative, can, at any time they may desire, appoint a Trustee in place of said 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 payment he shall take the same into his possession, and hold till said payment is made, or till said property is sold, as aforesaid; but until demanded by the Trustee for either the purpose, as aforesaid, said parties of first part can hold the same. In testimony whereof, Said Aaron Johnson and Mr. Hubbard have hereunto set their hands and seals, on the day and date above mentioned.

Aaron Johnson
mark
Dr. Hubbard
mark

60000
C P D
E G C
60000
C S C
E C C C

The State of Mississippi

Louisiana County } Personally appeared before me, Murray Peyton,
Chancery Clerk for said County, the within named Aaron Johnson and
Mr. Hubbard who severally acknowledged that they signed, sealed and de-
livered the foregoing Deed of Trust and Agreement; and at the time herein
named as their act and deed. Given under my hand and seal of Office,
this 9th day of March A.D. 1845.

Murray Peyton Chancery Clrk.
Seal. By Algernon D.C.

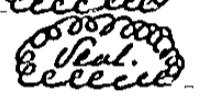
S. C. Brown
Payee of Trust
R. B. Balte Trustee
Robinson & Stevens
}
 Filed for Record April 16th 1845 at 8 AM
 Recorded May 3rd 1845.
 This Deed of Trust made this 13th day of April AD:
 1845, witnesseth; That whereas, S. C. Brown of Medi-
 son County, party of the first part is indebted to Robinson & Stevens in the sum
 of Two hundred, one and $\frac{5}{10}$ dollars, and whereas, said party of first part expect
 said Robinson & Stevens to advance Two hundred and fifty dollars money
 supplies and merchandise during the year 1845; and whereas, said party 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 party
 of the first part, in consideration of the premises as well as for ten dollars to him
 paid by R. B. Balte, Trustee, does hereby bargain, sell and convey to said Trustee
 the property, being in Madison County, Mississippi, and described as follows:
 Lot No 4 in S. C. 1/4, Sec 8, T. 7 Range 2 East with house in Madison Station,
 one (1) Dark brown mare mule, one iron-grey mare mule, Stock cows & sheep
 all crops cotton, corn, and other agricultural products raised by me during
 the year 1845, the title to which unto said trustee or any successor, warrant
 and agrees forwes to defend, unto such, however, that if said party of the
 first part shall, on or before the 1st day of November, 1845, pay what may be due
 said Robinson & Stevens, as aforesaid, and all cost incurred on account of this
 deed, then this deed to be void; but if default is made in said payments,
 the Trustee shall take possession of said property, and having given ten days
 notice of the time, place and terms of sale, by posting in three public places in
 said County, sell said property on a sufficient time to make said payments
 for cash, at public auction, at and said Robinson and Stevens or their legal
 representative, can, at any time they may desire, appoint a trustee in the place
 of R. B. Balte, or any succeeding trustee. And should the Trustee at any time
 believe said property or any part thereof endangered as a security for said pay-
 ments, 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 party of first part can hold the same
 in testimony whereof. Said S. C. Brown has hereunto set his hand and
 seal, on the date above written.

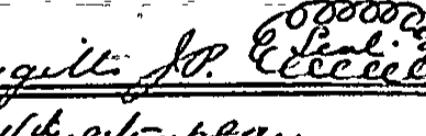
S. C. Brown *Seal*

The State of Mississippi,

Madison County. This day personally appeared before me this under-
 signed Chancery Clerk in and for Madison County, S. C. Brown, and acknowledged
 that he signed, sealed and delivered the foregoing Deed of Trust, at the time therein
 named, as his act and deed. Witness my hand and seal of office this 13th day
 of April AD 1845.

Murray Payton. Clerk
Seal
Sealed By J. A. Walker Jr.

✓ J. W. Mc. Intyre and) Filed for Record April 16th 1845 at 3 P.M.
L. J. Mc. Intyre) Recorded May 4th 1845.
 P. O. Deed. State of Mississippi) Know all men by these presents,
Jas. A. Smith Madison County, } that I, J. W. Mc. Intyre and Lessor
 J. Mc. Intyre, my wife, for and in consideration of the sum of seven hundred
 dollars to us in hand paid by J. A. Smith as evidenced by his promissory note
 given payable on the first day of September next; and the further considera-
 tion of a transfer by J. A. Smith of Mayborn C. Brown's note to us, have this day
 released and quit-claimed and by these presents do forever release & quit-claim
 unto the said J. A. Smith, all our right, title, interest & claims in or to the follow-
 ing described tract or parcel of land situated and being in County & State
 aforesaid, and known as the west half of west half of Sec 28. Township of Range
 6 East. In witness of all which we have hereunto set our hands and seals
 this 12th day of April 1845:
 J. W. Mc. Intyre. 
 L. J. Mc. Intyre. 

State of Mississippi)
 Madison County, } Personally appeared before me the under-signed,
 a Justice of the Peace in and for said County, the within named J. W.
 Mc. Intyre and Laura J. Mc. Intyre who acknowledged that they sign-
 ed, sealed and delivered the foregoing deed as their act and deed.
 Also appeared, Laura J. Mc. Intyre wife of said J. W. Mc. Intyre, who after
 being examined privately and apart from her said husband, also acknowl-
 edged that she signed, sealed and delivered the foregoing deed as her
 act and deed, freely and for the purpose therein specified, without any
 fear, threat or compulsion of her said husband. Given under my
 hand and seal this 12th day of April 1845:
 David C. Jiggetts Jr. 

✓ Jonas Skidmore,) Filed for Record April 16th 1845 at 8 A.M.
Martha Skidmore and.) Recorded May 4th 1845.
States Brown,
P. O. Deed of Trust.
J. C. Smith, Trustee.
Isaacine Robinson Willets. This Indenture, made and entered into this the
 5th day of April Ad. 1845; by and between Jonas
 Skidmore & Martha Skidmore, his wife, & States
 Brown parties of the first part; and J. C. Smith
 party of the second part and Robinson Willets parties of the third part;
 It is covenanted, that said parties of the first part are indebted to the parties of
 the third part in the sum of one hundred and forty-five & 45/100 dollars,
 evidenced by a promissory note, bearing date herewith, and due Oct
 /45. Signed by Jonas Skidmore. And that whereas, the said parties of the third
 part expect to supply the said parties of the first part goods, wares and
 merchandise during the year 1845, to the amount of one hundred dollars

dollars during the year 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 parties of the
 third part the prompt payment of the said indebtedness at the maturity
 thereof, and the advanced supplies on or before the 1st day of October A.D.
 1845; or any further amounts that may be advanced not mentioned herein.
 Now, therefore, In consideration of the premises, as well as for and in the consid-
 eration of the sum of ten dollars, in hand paid by the said party of the Se-
 cond 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 & convey unto the said
 party of the Second part, his heirs, executors, administrators and assigns,
 the following described real & personal estate, lying and being in the
 County of Madison, in the State of Mississippi, to wit, my entire crop of
 Cotton, corn, and other agricultural products raised by me, and my family
 and any other hands I may employ during said year, on land rented from
 W. H. Hunter, or any other land I may cultivate; Also one black horse male
 about six years old, name "Bum", one white spotted cow, name "Dolly", one
 red-spotted cow name "Dolly" and nine head of hogs. To have and to hold
 the same unto the said party of the Second part, his heirs, executors, ad-
 ministrators and assigns, and the survivor of them forever, in trust, never-
 theless 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 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 thereon, 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 publick 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 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 party of the first part shall well and truly pay the amount

of said indebtedness, good, 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 a 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 actions & doings in the premises shall be as binding as if done by the said J. C. Smith trustee aforesaid. In testimony whereof, The said parties of the first part have unto set their hands and seals, on the day and year first above written.

Jonas Kidmore

Martin ^{her} Kidmore

Patia ^{her} Brown

The State of Mississippi,

^{ss} Hinds County. Personally appeared before me, J. R. Robertson, Justice of Peace in and for said County, Jonas Kidmore and Patia Brown 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 actual deed. Also personally appeared before me, Martha Kidmore wife of the said Jonas Kidmore, 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 actual deed, freely, without any fear, threat or compulsion of her said husband. In witness whereof, I have hereunto set my hand and seal, this the 14th day of April AD 1845.

J. R. Robertson. J. R. 2nd Dist. ^{Prob. 3} Recd.



S. C. H. Russell.

To, Deed of Trust.

H. M. Cool, Trustee.

To secure.

Hannah Moore, of Madison County, State of Mississippi, party of first part is indebted to Hannah & Moore of Goodman, Holmes County, State of Mississippi, in the sum of twelve hundred dollars on her promissory note of this date. And whereas, said party of the first part expects said Hannah Moore to advance her money, supplies and merchandise during the year 1845. 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 her paid by H. M. Cool, Trustee, do hereby bargains, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows; Tr 1/2 S E 1/4 E 1/2 S 1/4

Filed for Record April 16th 1845 at 8 A.M.

Recorded May 14th 1845.

This Deed of Trust, made this 14th day of April AD 1845, witnesseth, That whereas, S. C. H. Russell of Madison County, State of Mississippi, party of first part is indebted to Hannah & Moore of Goodman, Holmes County, State of Mississippi, in the sum of twelve hundred dollars on her promissory note of this date. And whereas, said party of the first part expects said Hannah Moore to advance her money, supplies and merchandise during the year 1845. 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 her paid by H. M. Cool, Trustee, do hereby bargains, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows; Tr 1/2 S E 1/4 E 1/2 S 1/4

lot of
 Sec 36
 11 Range
 17 of the
 Dec 1876,
 gathered,
 to apply
 to said
 land;
 lay of
 id, and
 id; but
 sion
 placed
 place
 thereof,
 sion

It is
 consent of wife's claim as at time of
 writing.
 I have this & do now do witness that the same
 is true and
 S. H. Russell
 Deed.

In consideration of the above and for no other legal repre-
 sentation, care, at any time they may desire, appoint a trustee in the
 place of Frank M. Cool or any succeeding Trustee. And should the
 Trustee at any time believe said property, or any part thereof, endanger-
 ed 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 party of the first part can hold the same.
 In testimony whereof, said party of first part has hereunto set her hand
 and seal as above written.

S. H. H. Russell ^{Seal}

The State of Mississippi}

Holmes County. This day came before me, G. D. Young,
 Mayor and Ex-officio J. P. in and for said County, the witness named
 S. H. Russell, wife of said ~~Frank M. Cool~~, upon being examined by me
 privately and apart from her husband, acknowledges that she joins
 her said husband in the foregoing conveyance, and signed, sealed
 and delivered the same freely and voluntarily, without fear, threat-
 or compulsion of, from or by her said husband, but for the pur-
 poses therein expressed.

Giv in under my hand and seal, this first month
 of April AD 1876. G. D. Young Mayor & Ex-officio J. P. ^{Seal}

B. F. Butt and
John T. Butt
For Deed.

Filed for Record April 17th, 1875 at 6 PM.
 Recorded May 5th, 1875.

This Indenture made this 31st day of March AD 1875 by
 and between Belinda F. Butt and John T. Butt her hus-
 band of the county of Attala and State of Mississippi parties of the first parts
 and A. L. Orwick of the County of Madison and State aforesaid party of the
 second part. Witnesseth, That the said parties of the first part for and in consider-
 ation of the sum of Three hundred dollars, as the same is evidenced by two
 promissory notes bearing even date with these presents the first due on the
 first day of January 1876 payable to the order of the said Wm. B. F. Butt
 for the sum of one hundred and fifty dollars, the second due on the first
 day of January 1877 payable to the order of Wm. B. F. Butt for the sum of
 One hundred and fifty dollars, have granted, bargained, sold and con-
 veyed, and do by these presents grant, bargain, sell and convey unto the
 said party of the second part, his heirs, administrators, executors and
 assignees a certain lot, tract or parcel of land lying and being in the
 City of Canton, County of Madison and State aforesaid, and more partic-
 ularly described as follows; to-wit; Beginning at the South-west corner
 of the last half of the South-west quarter of Section 19, Township of
 and Range 3 East, thence running East 36 1/2 feet to the S.E. corner
 of A. L. Orwick's lot, thence North 81 9 feet to the South-east corner of S.
 G. Gleeks lot, thence West 36 1/2 ft, thence South 81 9 ft. to the place of
 beginning, together with all and singular the tenements, heredita-
 ments and appurtenances thereto belonging or in anywise appertain-
 ing. To have and to hold said premises and appurtenances unto said
 party of the second part, his heirs, administrators and assignees, and the
 said parties of the first part for themselves, their heirs, executors, admi-
 nistrators and assignees do hereby covenant to warrant and defend the
 title to the premises aforesaid with the appurtenances unto the party of the
 second part his heirs and assignees from and against the claim or claims
 either legal or equitable of any or all persons whomsoever claiming
 or to claim the same or any part thereof forever. In testimony whereof
 the said parties of the first part have hereunto set their hands and
 seals this the day and year first above written.

B. F. Butt. *[Signature]*
 John T. Butt. *[Signature]*

State of Mississippi

Attala County

ss. Personally appeared before me the undersigned
 a Justice of the Peace in and for said County, the within named
 Mr. P. Butt who acknowledged that he signed, sealed and delivered
 the foregoing Deed of Conveyance on the day and year therein men-
 tioned, as his act and deed. Also appeared Mr. Belinda F. Butt.

wife of the said John P. Butt, 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. Given under my hand and seal, this 11th day of April 1845:

D. C. Gravon J.P. *cooooooo*
ccccccc

Mary Collins } Filed for Record April 1st 1845 at Collied
Po^g Deed of Trust } Recorded May 5th 1845.
C. C. Caulfield Trustee }
Posture. W. H. Shannon } This Indenture made and entered into by and
between Wm H. Shannon, of the first part and
Mary Collins of the second part, all of Madison County, State of Mississippi on this the 15th day of February 1845, Witnesseth, that whereas the
party of the second part being indebted to the party of the first part in
the sum of One hundred and Sixty dollars as evidenced by his pro-
missory note of even date herewith payable on the 15th day of October
1845; said debt being due for one iron grey horse named "Mischief"
and the party of the second part being desirous to secure the prompt
payment of the said note at maturity for and in consideration of the
sum of one dollar to me in hand paid thereon, whereof is hereby
acknowledged, that hereby bargained, sold and delivered and doth
by these presents hereby bargain, sell and deliver unto the said Wm H. Shannon his executors, administrators or assigns the following
described personal property, to-wit: One iron grey horse named "Mischief"
and also all the cotton, corn etc raised by me or those under my employ
& supervision and upon the plantation of C. M. Scott in and for the year AD
1845: In trust nevertheless and for the following purposes, to-wit, should
the said Mary Collins his executors, administrators or assigns neglect
or fail to satisfy & pay off the said note at maturity then it shall be
lawful for the party of the first part to take immediate possession
of the said described property and advertise the same by placing
a written notice upon the back door of D. P. Brown's at Sulphur
Springs proceed to sell to the highest bidder for cash after giving
ten days notice of time and place of sale, to sell the amount of the
proceeds of the said sale shall apply 1st to the payment of the said
note, 2nd to the cost of executing this trust and 3rd to turn over the
balance of any there be to the party of the second part. But should
the party of the second part or his executors, administrators or assigns
pay or cause to be paid the said note at maturity then this obligation
to be void and of no effect, otherwise to be & remain in full force and
virtue. It is also agreed between the parties that C. L. Caulfield be

appointed as Trustee to execute & enforce this deed, but should the saids Trustee heretofore named, neglect, fail or refuse to act, then the party of the first part may appoint any other person or persons to execute this trust. In testimony whereof witness my hand and seal this 15th day of February A.D. 1875.

Witness B. T. Luckett Jr.

State of Mississippi.)

Mary & Collins ^{her} ^{Seal}
marks.

Madison County. Personally appeared before the undersigned, Justice of the Peace and for the said County and State, Mary Collins, who acknowledged that she signed, sealed and delivered the foregoing Deed as her own free act and deed. In testimony whereof my hand and Seal this 15th day of February

Baptiste Trulock Jr. ^{her} ^{Seal}

A. H. Pennington. Filed for Record April 19th 1875 at Gunn.

To Deed of Trustee Recorded May 5th 1875.

J. C. Cameron Jr. Trustee
P. S. Moore. This Indenture made this the 12th day of December, 1875, between A. H. Pennington of the County of Madison and State of Mississippi, of the first part, and J. C. Cameron Jr. of the County of Madison and State of Mississippi, parties of the second part, and P. S. Moore of the County of Scott and State of Mississippi, party of the third part, Interseth. That, whereas, said party of the first part, is indebted to said party of the third part in the sum of (\$66⁵⁰) Sixty Six Dollars and Seventy-five cents, evidenced by a certain promissory note from said Pennington to said Moore to be paid on the 1st day of November 1875, in amount as above with ten per cent interest from date for value received. The signing of said note witnessed by A. H. Trulock. And the said party of the first, being desirous of securing the prompt payment of said indebtedness at its maturity: Now, this indenture witnesseth, That said party of the first part, for and in consideration of the sum of ten dollars to him in hand paid by said parties of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, released, conveyed and confirmed, and by these presents, do grant, bargain, sell, release, convey and confirm, unto the said parties of the second part, their heirs and assigns forever, all the following described property situated in the County of Madison, and State of Mississippi, and more particularly designated and described as follows, to-wit, The first bale of cotton raised by said Pennington out of the crop to be made in the year 1875. To have and to hold the above described property forever. And said party of the first part, for themselves, their heirs, executors, and administrators, covenant with said parties of the second part, their heirs and assigns, that they are lawfully seized and possessed of the

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

A. H. Pennington ^{Esq^o}
S. C. ^{Esq^o}

The State of Mississippi)

Madison County } This day personally appeared before me,
C. C. Montgomery, a Justice of the Peace, in and for said County,
the abovesigned A. H. Pennington and acknowledged that he
signed, sealed and delivered the foregoing Deed of Trust as his voluntary
act and deed, on the day and year thereon mentioned.

Given under my hand and seal, this the 17th day of December AD 1874

C. C. Montgomery

^{Esq^o}
Justice of the Peace ^{Seal}

✓

Samuel H. Mulhearn) Filed for Record April 19th 1875 at Gloucester
To y. Deed.) Recorded May 6th 1875.
Maria Sims.) Known also now by these presents that I, Samuel Henry Mulhearn, of the County of Madison and State of Mississippi for and in consideration of the sum of five hundred dollars to me in hand paid by Maria Sims the receipt of which is hereby acknowledged and the further sum of five hundred dollars to be paid on the 1st day of January 1876, evidenced by a certain promissory note of the said Maria Sims for the sum of five hundred dollars and of even date made tenor with this instrument, have granted, bargained, sold and conveyed and do by these presents grant, bargain, sell and convey unto the said Maria Sims of said County and State all that certain parcel of land situated in said County of Madison and State of Mississippi and described as follows, to wit; the West half of the North-east quarter of Section second, Township seven, Range one east, containing eighty acres more or less, with all the appurtenances and all the right, title, interest of myself in the premises. To have and to hold the same with all the appurtenances unto the said Maria Sims and her heirs in fee simple forever; and I, the said Samuel Henry Mulhearn, for myself and my heirs do hereby covenant and agree to and with the said Maria Sims and her heirs and assigns that I am now the owner of said premises and seized of a good and indefeasible title, therefore and that I have full right to sell and convey the same in fee simple absolute, that the said premises are free and clear of all encumbrances that the said Maria Sims, her heirs and assigns may forever hereafter have, hold and possess the same without any suit, molestation or interruption by any person whatever lawfully claiming any right therein; and that I the said Samuel Henry Mulhearn and all persons hereafter claiming under me, will at any time hereafter at the request and expense of the said Maria Sims her heirs or assigns make all such further assurances for the more effectually conveying the said premises, as may be reasonably required by her or them and that I, the said Samuel Henry Mulhearn, and my heirs will or account and defend the said premises and appurtenances unto the said Maria Sims, her heirs and assigns forever. It is further understood that I, the said Samuel Henry Mulhearn, retain and hold a vendor's lien on the said premises for the security of the said note for the five hundred dollars of the unpaid purchase money. Intention whereof I have hereunto set my hand and seal this the 1st day of February A.D. 1875.
 Samuel H. Mulhearn 

The State of Mississippi } Personally appeared before me, C. C. Morrison,
 Madison County. } Notary, a Justice of the Peace in and for said County

The within named Samuel Henry Mulbreau, who acknowledged that he signed, sealed and delivered the foregoing deed of conveyance on the day and year thereina mentioned as his act and deed given under my hand and seal this the 1st day of February A.D. 1875.

P. L. Montgomery, J.P. ^{Seal}

Jno. W. Adams) Filed for Record April 1st 1875 at 12 m.
his wife Recorded May 5th 1875
To 2 Deed This Indenture made and entered into this the 5th day of March 1875, between Jno. W. Adams and Lucy W. Adams, his wife, of the first part and George Perry of the second part, all of the County of Madison and State of Mississippi. Witnesseth that the party of the first part for and in consideration of the sum of Seventeen hundred and fifty dollars to me now paid, the receipt of which is hereby acknowledged, have executed, bargained and sold and by these presents do grant, bargain, sell and convey unto the said party of the second part his heirs and assigns forever the following described tract or parcel of land situate, lying and being in the County and State aforesaid herein described as follows, viz., the Sth, Nth, Eth, Wth, Sth, Eth, t. Sth rth of the 1st section containing by estimation two hundred acres, more or less, to have and to hold said above described premises and all appurtenances thereto belonging, or in anywise appertaining, to the said party of the second part, his heirs, executors, administrators and assigns forever; and the said party of the first part for themselves their heirs executors and administrators do hereby covenant and bind themselves, their heirs & to warrant and defend the title to said above described and hereby granted premises unto the aforesaid party of the second part, his heirs and assigns forever, and against the claim or claims of any and all parties claimants claiming or to claim said premises or any part thereof forever. In testimony whereof the party of the first part hereunto set their hands and seals the day and year first above written

Jno. W. Adams: ^{Seal}
Lucy W. Adams: ^{Seal}

(State of Mississippi) Personally appeared before me, an acting justice of the peace, and for said County, Jno. W. Adams who acknowledged that he signed, sealed and delivered the foregoing deed as his act and deed and Lucy W. Adams also appeared and before being examined touching the execution of said deed privately and apart from her husband acknowledged that she signed, sealed and delivered the foregoing as his act and deed freely, without any compulsion or constraint on the part of her husband witness my hand and seal this April 2nd 1875.

Jno. C. Pitchford J.P. ^{Seal}

A. W. Hendricks.

Pl. 3 Deed of Trust

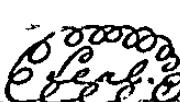
A. H. Lacey, Trustee

Secure. P. C. Richardson & Co.

Filed for Record April 23rd 1875 at 8 am.

Recorded May 5th 1875.

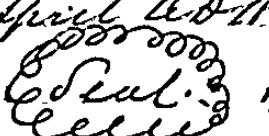
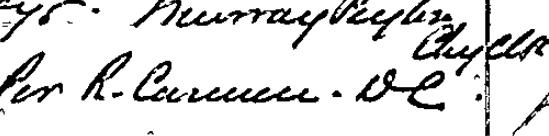
This Deed of Trust, made this 22nd day of April A.D. 1875. In witness whereof, that I, A. W. Hendricks, of Madison County, Mississippi, P. C. Richardson & Co. to advance him twenty-five dollars money, supplies and merchandise during the year 1875; said debtor, and party of the first part agreed to secure the payment of said sum, as also any further amounts that may be advanced as aforesaid and not mentioned herein. That the party of the first part, in consideration of the premises, as well as for two dollars to him paid by A. H. Lacey, Trustee, doth hereby bargains, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows; one dark brown horse named "Sister" aged 8 years, also the entire crop of cotton, corn, and other agricultural products to be raised by him and his employees during the year 1875 on what is known as the Baskin tract in said County, the title to which exists said Trustee or any successor, warrants and agrees forever to defend; in trust, however, that if said party of the first part shall, on or before the first day of November, 1875, pay what may be due said P. 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 no 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 said County, sold said property or so sufficient thereof to make said payments, for each, at public auction at Jackson in Hinds County, and said P. 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 anytime believe said property or any part thereof undamaged as a security for said payments, he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid; but until demanded by the trustee for either of the purposes as aforesaid, said party of first part can hold the same. In testimony whereof, said parties hereto have hereunto set their hands and seals, on the date above written.

A. W. Hendricks. 

The State of Mississippi,

Hinds County,

ss. This day personally appeared before me, the undersigned, Chancery Clerk of Hinds County, A. W. Hendricks and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust at the time therein named, as his actual deed in his hand and seal of office, this 22nd day of April A.D. 1875. Murray Biglin

 Seal for R. Currier - D.C. 

✓

<u>Jim Gallman</u>	Filed for Record April 24 th 1875 at 8 AM
<u>Pg 2 Deed of Trust.</u>	Recorded May 5 th 1875
<u>R.B. Battle, Trustee</u>	This Deed of Trust made this 22 nd day of April AD 1875, In this state: That whereas,
<u>Robertson & Stevens</u>	Jim Gallman of Madison County, party of the first part is indebted to Robertson & Stevens in the sum of eighty four dollars, (84/100 dollar), and whereas said party of first part respects said Robertson & Stevens to advance two hundred dollars, money, supplies and merchandise during the year 1875, and whereas, said party of the first part agreed to receive the payment of said sum, as also any further amounts that may be advanced as aforesaid and not mentioned herein. That the party of the first part, in consideration of the premises as well as for ten dollars to him paid by R.B. Battle, Trustee does hereby bargains, sell and convey to said Trustee the property, being in Madison County, Mississippi and described as follows, (1) One bay mare mule, (2) Cows and calves; all crops of Cotton, corn, and other agricultural products raised by one during the year 1875; the title to which is unto said Trustee or any successor, warrants and agrees forever to defend, in trust, however, that if said party of the first part shall, on or before the 1 st day of November AD 1875, pay what may be due said Robertson & Stevens as aforesaid, and all costs incurred on account of this Deed, then this deed to be void, but if default is made in said payments, the Trustee shall take possession of said property, and having given ten days notice of the time, place and terms of sale, advertising in three public places in said County will sell property or a sufficiency thereof, to make said payments, for cash, at public auction, at City Hall door Jackson. And said Robertson and Stevens or their legal representatives can, at any time they may desire, appoint a trustee in the place of R.B. Battle or any successor, 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 purposes as aforesaid, said party of first part can hold the same. In testimony whereof, Said Jim Gallman has hereunto set his hand and seal, on the date above written The State of Mississippi)

Jim Gallman *Seal*
M.R.

Hinds County, This day personally appeared before me, Chancery Clerk in and for Hinds County, Jim Gallman, and acknowledged that he signed, sealed and delivered the foregoing deed of trust at the time therein named, at his act and deed witness my hand and seal of office this 22nd day of April AD 1875.

Murray Peyton Clift C.R.
Signed By John Hauser. D.C.