

Bennet P. Smiley for Record & Recorded. June 5<sup>th</sup> 1840  
 State of Mississippi  
 Madison County  
 This Indenture made and entered into this fourth day of June in the year of our Lord one thousand eight hundred and forty between Bennet P. Smiley of the County and State aforesaid of the one part and John H. Smiley of the County of Holmes and State aforesaid of the other part witnesseth that the said P. S. Smiley herefor and in consideration of the sum of Ten thousand five hundred dollars to him in hand paid by the said John H. Smiley the receipt whereof is hereby acknowledged and the said John H. Smiley forever released therefrom bargained sold and conveyed and by this presents do bargain sell and convey and deliver unto the said John H. Smiley his heirs assigns all that lot or parcel of land lying and being in the County of Madison and State aforesaid to wit Lot number One of Section twenty nine of Township number Ten of Range number five East containing One hundred and seventeen 7/100 Acres 50/100 parts and numbered in the Mount. Sales Land Office of State aforesaid and also the fractional part of Section number twenty nine in Township number Ten of Range number five East containing three hundred thirty seven 7/100 Acres also the West half of the South West fourth of Section number twenty eight in Township number Ten of Range five East containing eighty Acres so described in the Columbus Land Office of State aforesaid containing in all five hundred and thirty five 5/100 Acres more or less to have and to hold the aforesaid Lots or parcels of land with all and singular the appurtenances therunto belonging or in any wise appertaining therunto unto the said John H. Smiley his heirs assigns forever and the said Bennet P. Smiley doth covenant and agree to and with the said John H. Smiley his heirs assigns he to warrant and defend the title of the said Lots or parcels of land from themselves their heirs and assigns and from the lawful claims or claims of all and every person or persons whatsoever unto the said John H. Smiley his heirs assigns forever. In Testimony whereof the said Bennet P. Smiley has hereunto set his hand and affixed his seal the day and date first above written

The word Smiley on the first Page twenty fifth line was interlined before signing

P. S. Smiley Seal

Signed Sealed in the presence of Thomas Griffin

The State of Mississippi Personally appeared before me John J. Cameron Clerk Madison County of the Probate Courts of said County Bennet P. Smiley who acknowledged that he signed sealed and delivered the foregoing Deed on the day and Year and for the purposes therein expressed as his act and deed

Given under my hand & Seal of Office at Canton this 5<sup>th</sup> day of June. A. D. 1840

Seal

John J. Cameron Clerk  
 By Charles Surver Secy

Jesse Meek } Recd for Record May 26<sup>th</sup> Recorded June 1840

Deed Gift

Mary Jane Munn } That all men by these presents that Jesse Meek of the County of Davidson and State of Tennessee for and in consideration of the natural love and affection which I have for, bear unto my niece Mary Jane Munn and for and in consideration of the sum of one dollar to me in hand paid the receipt whereof is hereby acknowledged at and before the sealing and delivery of these presents have given granted conveyed and confirmed and by these presents do give grant convey and confirm unto the said Mary Jane Munn her heirs and assigns the following negro slaves to wit: Harvey aged about forty years. Lucy aged about thirty years and their infant child Maria to have and to hold the above named and slaves with their increase to the said Mary Jane Munn her heirs and assigns forever and for myself my heirs administrators and assigns to the said Mary Jane Munn her heirs and assigns the same well warrant and forever defend

Witness my hand and seal the twenty sixth day of May 1840

Jesse Meek (Seal)

The State of Mississippi } Personally appeared before me John Cameron Clerk of Madison County } the Parties of said County Jesse Meek who acknowledged that he signed sealed and delivered the within and foregoing instrument on the day and year therein mentioned as his act and deed

Given under my hand and seal of Office at Canton this 26<sup>th</sup> day of May A.D. 1840

v v v

John L. Cameron Clerk

Legates of the Estate } Recd for Record May 25<sup>th</sup> Recorded June 5<sup>th</sup> 1840

of Gibson Moore }  
by S Seed

That this Indenture witnesseth that Joseph Moore and Sutherland & Cassy Ann his wife Thomas P. Ellison and Mary his wife Perry Moore of Laura his wife Elizabeth Thompson William Moore Legates of the Estate of Gibson Moore deceased of the State of Mississippi & County of Madison party of the first part for and in consideration of the sum of Four hundred dollars lawful money of the United States to them in hand well and truly paid by Daniel Sutherland of the above State and County party of the second part the receipt whereof is hereby acknowledged hath granted bargained sold released conveyed and confirmed and by these presents do grant bargain alien release convey and confirm unto the said Daniel Sutherland his heirs and assigns forever all the following described land to wit: East half of the North East quarter Section twenty nine Township Ten Range two East and all the estate rights title interest claim and demand both in law and equity of them the said party of the first part of in and to the said premises and every parts thereof together with all and singular the privileges and appurtenances to the same belonging in anywise appertaining and the rents issues and profits thereof to have and to hold the premises heretofore bargained and sold or mea

intended to be with the appurtenances to the only proper use and behoof of the said Dan Sutherland his heirs and assigns forever And the said party of the first part for their heirs, executors and administrators do Covenant promise and agree to and with the said Dan Sutherland his heirs, executors, Administrators and assigns that they are the true and lawful owners of the premises hereby granted and hath good right full power and lawful authority to sell and convey the same in manner and form aforesaid, And further that they the said party of the first part their heirs, executors and administrators will warrant and forever defend the aforesaid premises with their appurtenances and every part and parcel thereof unto the said Dan Sutherland his heirs and assigns against all persons claiming or to claim by from or under their heirs or assigns or by from or under any other person or persons whatsoever. In Testimony whereof the said Joseph Moore, Perry Moore, Thos P Ellison W<sup>m</sup> Moore together with Casy Ann, Laura Mary & Elizabeth Thompson wives of the said Joseph Moore Perry Moore Thos Ellison & W<sup>m</sup> Moore & Elizabeth Thompson who hereby forever relinquish all their right and claim of Law in and to the premises have hereunto set their hands and seals this twenty fourth day of April 1839. One thousand Eight hundred and thirty nine

Signed sealed & acknowledged in the presence of  
M. C. Gayce

Joseph Moore Seal  
Casy Ann wife Seal  
Thos P Ellison Seal  
Mary Ellison Seal  
Perry Moore Seal  
Laura Moore Seal  
Elizabeth Thompson Seal  
William Moore Seal

State of Mississippi Personally appeared before me Matthew Gayce an acting Justice of the Peace for said County Joseph Moore & Casy Ann his wife Perry Moore Thomas P Ellison & Mary his wife William Moore & Elizabeth Thompson who severally acknowledged that they signed sealed & delivered the within deed to Dan Sutherland for the use purposes therein mentioned and also at the same time Casy Ann wife of Joseph Moore & Mary wife of Thomas P Ellison who being examined separately and apart from their husbands acknowledged that they signed sealed and delivered the foregoing deed as their act without any fear threat or compulsion of their aforesaid husbands Given under my hand this 24<sup>th</sup> April 1839  
M. C. Gayce J. P. Seal

State of Mississippi Personally appeared before the undersigned Justice of the Peace Laura wife of Perry Moore who being examined separately and apart from her husband acknowledged that she signed sealed and delivered the within deed to Dan Sutherland for the use and purposes therein mentioned without any fear threat or compulsion of her said husband  
Given under my hand this 28<sup>th</sup> day of \_\_\_\_\_ J. Salmon Seal  
Laura Moore Seal  
J. P. Salmon

John Montgomery Recd for Record May 23 Recorded June 5<sup>th</sup> 1840

John M. Brown }  
 John M. Brown } This Indenture made and entered into this eighteenth day  
 of day of May in the year of our Lord One thousand eight hundred and forty  
 between John Montgomery of Madison County State of Mississippi of the first part  
 and John M. Brown of the same State and County of the second part and  
 James Brown and John Munn of the third part and J. Locke Gardner  
 an of the fourth part and John Briscoe and Samuel Livingston of the  
 fifth part witnesseth that the said party of the first part for the consid-  
 eration herein after expressed and the further consideration of Ten Dollars  
 to him in Cash paid by the said party of the second part the receipt wher-  
 eof is hereby acknowledged hath bargained sold and conveyed and by  
 these presents doth bargain sell and convey unto the said party of the  
 second part all and singular the following described tracts of land lying  
 and being situate in the County of Madison and State aforesaid to wit  
 Section Four Township Eight Range two East and the East half of Section  
 thirty two Township nine Range two East I have and to hold unto him the  
 said party of the second part his heirs executors administrators and assign-  
 es forever And the said party of the first part for the further consideration  
 of Ten Dollars to him in hand paid by the said party of the second part  
 the receipt whereof is hereby acknowledged hath further granted bargained  
 sold and confirmed And by these presents doth grant bargain sell and  
 confirm unto the said party of the second part the following described Slaves  
 and other personal property hereinafter to be mentioned The slaves inten-  
 ded to be hereby conveyed are of the following names and aged as is designated  
 by the figures annexed to their names respectively Lewis Sam aged about  
 37 years, Edmund 45 Charles 28, Bob 40, Len 30, Wm 26 Willis 22, Phil 20,  
 Will 30 Gerard 18 Jim 30 Cuff 40, Joe 14 Garrison 10, Bill 10, Phil 8, Charles 5  
 Jacob 28, John 1, George 4, Perry 2, Art 30 Edy 40 Rachel 40 Vinca 25 Fanny 30  
 Maria 28, Joss 20, Julia Ann 22 Caroline 11, Delphi 18, Lucy 20 Mary 30, Marga-  
 ret 12 Harriet 8, Larinia 4 Amanda 1 year old. The other personal  
 property hereby conveyed as the above is of the following description to wit  
 Fourteen head of Horses, Four mules, Sixty head of Cattle, Two hundred head  
 of Hogs all the farming utensils, Two Waggons, four Yoke of Oxen and all the  
 household and kitchen furniture now belonging to the said party of the  
 first part. This conveyance bargain sale are made however upon the  
 following trusts and conditions viz whereas the said party of the first part is  
 indebted to the Commercial Bank of Natchez by one promissory note made pay-  
 able at the Branch of said Bank at Canton four months after the fifteenth day  
 of May Eighteen hundred and forty for the sum of Four thousand five hundred  
 and Ten Dollars and dated May the fourteenth Eighteen hundred and forty  
 to which the said James and John M. Brown are securities. And whereas also  
 the said party of the first part is also further indebted to the said Commercial  
 Bank in another <sup>promissory</sup> note dated the first day of April Eighteen hundred and forty  
 and payable twelve months after the seventeenth day of April Eighteen hundred  
 and forty in the sum of three thousand dollars said note being payable at

the Branch of said Bank in Canton the said Branch being described in said  
 note as the Banking House of said Bank to which said note mentioned that  
 the said James Brown and John Munn are securities And whereas  
 also the said Montgomery is indebted to the said Locke Hardeman by one  
 promissory note dated in or about the month of December Eighteen hundred  
 and thirty nine for twenty five hundred and forty Dollars and payable twelve  
 months after date to which said note J. M. Laurin is security. And whereas also  
 the said John Montgomery did in the twenty seventh day of December Eighteen  
 hundred and thirty six execute his bond to Thomas Shackelford as Judge of the Probate  
 Court of Madison County state of Mississippi (to which said bond the said John Briscoe  
 and the said Samuel Q. Livingston are securities) as Guardian of Tennessee Mc Penquite  
 in the sum of One hundred thousand Dollars and the said John Montgomery  
 being willing to indemnify and save harmless the said James Brown, John  
 Munn and John Briscoe and Samuel Q. Livingston as his securities as aforesaid  
 and being also willing the better to secure the payment of the note given by said  
 Montgomery to the said Locke Hardeman. Now therefore is covenanted by and  
 between all the parties to this deed as follows to wit, that if the said John Montgom-  
 ery shall well and truly pay all the promissory notes herein described and they  
 shall respectively fall due that this deed shall as between the parties for whose  
 indemnity and security this deed is given become void and the said parties for  
 said notes for whose indemnity and security this deed is given do hereby agree  
 that should the said Montgomery save harmless the securities for whose benefit  
 this deed is given and also pay punctually not only the notes signed by James  
 Brown and John Munn as above described but also the note described as having  
 been given to the said Hardeman that all the title and interest conveyed by  
 this deed for the purposes as aforesaid as to said securities and the said Harde-  
 man shall revert and remain in the said John Montgomery and this deed as  
 between them be void. It is further covenanted and agreed by all the parties her-  
 to that should the said Montgomery save harmless his said securities on the  
 above mentioned guardians bond that then this deed as between the said  
 Montgomery and the said securities in said bond shall become void and the title  
 to the land and other property above conveyed shall revert as to the title and  
 interest hereby conveyed for the benefit of said securities in said bond to the  
 said John Montgomery. It is further covenanted and agreed that should the said  
 John Montgomery not pay the notes above described as they shall become due  
 that then the party of the second part may proceed to sell any and so much of the above  
 described property as may be sufficient to pay off the said notes by first advertising  
 and giving thirty days notice or such other notice as may be required by law in such  
 cases the said notice and advertisement to be posted up at the Court House door in  
 Canton specifying the time terms and place of sale the terms of said sale to be  
 that the property be sold for Cash at public Auction on the premises. And that  
 the party of the second part shall proceed immediately after the sale of said prop-  
 erty to pay over to the party for whose benefit the said sale may have been  
 made the proceeds of said sale or so much thereof as may be sufficient to pay  
 off the note for the payment of which said sale may have been made  
 and shall pay the surplus if any after deducting the expenses of the sale

to the said John Montgomery. It is further covenanted and agreed by the parties of the first and fifth parts that should the said party of the first part not see harmless the said parties of the fifth part but in consequence of any improper management of the estate of the said Tennessee M. Penquite by the said party of the first part as guardian, the Probate Court of Madison County should order suit to be instituted upon the said Guardians bond and a recovery thereon be had against said party of the first part and his Sureties in said bond. That then the said party of the second part may proceed to sell any of the property herein described which may not have been sold previously to pay off the said promissory notes herein described. Provided that the said second party herein named shall advertise and sell said property in the same manner as is herein before stipulated. The proceeds of said last mentioned sale to be applied to the discharge and satisfaction of any judgment that may be obtained against said Montgomery and his Sureties in the said Guardians bond and the surplus if any to be paid to the said Montgomery after which the title to the remaining property herein mentioned is to revert in the said Montgomery and this deed as between the said Montgomery and the said parties of the fifth part to be void. It is further covenanted that the property herein described shall remain in the possession of the said John Montgomery subject however to be taken into the possession of the said party of the second part whenever it may be necessary under the provisions of this deed to sell the same. And the said party of the second part do hereby covenant that he will well and truly perform the duties required of him under the provisions of this deed. In testimony whereof all the parties to this deed do hereunto set their hands and seals on the day and Year above written.

John Montgomery. *[Signature]*  
 John W Brown. *[Signature]*  
 James Brown. *[Signature]*  
 John Mumm. *[Signature]*  
 John Prisco. *[Signature]*  
 S D Livingston. *[Signature]*

The State of Mississippi Personally appeared before me John Cameron Clerk Madison County of the Probate Court of said County John Montgomery John W Brown James Brown John Mumm John Prisco and Samuel A Livingston who severally acknowledged that they signed sealed and delivered the within deed foregoing deed on the day and year therein mentioned as their act and deed for the purpose therein specified  
 Given under my hand and Seal of Office  
 at Canton this 23 day of May A.D. 1840  
 John Cameron Clerk

John McSwain *[Signature]* Recd for Record May 29 & Recorded June 6 1840  
 John J. Catching *[Signature]* This Indenture made and entered into the fifth

day of May in the year of our Lord one thousand eight hundred and thirty-  
between William M. Gavin Marshal of the Southern District of Mississippi of the  
one part and Thomas P. Catching of the other part witnesseth that of their  
Faciad lately issued from the Circuit Court of the United States for the  
District of Mississippi directed to the said Marshal at the suit of Wm. Freder-  
ick Comynger against the goods and chattels lands and tenements  
of Charles J. Sealer for the sum of . . . . Dollars and which said writ  
of Faciad was levied on the undivided fourth part of the South half  
of the West half of the North West quarter of Section 14 and of the North half  
of the East half of North East quarter of Section fifteen in Township 9 Range 2  
East also the undivided half of the East half of the North West quarter of Section  
22 Township 10 North of Range 5 East lying and being in the County of Madison  
State of Mississippi also Lots No 304 and the undivided half of Lots nos  
506 in square nos 3 and the undivided half of the North half of Lot No 1 in  
square no 8 and the undivided half of thirty feet of the South half of Lot  
no 2 in square no 8 in the Town of Canton according to the original plat  
of said Town with the appurtenances as the lands and tenements of the  
above named defendant Charles J. Sealer and the said Marshal having  
given thirty days previous notice that the above described lands would  
be sold at public auction by virtue of said writ of Faciad on the fourth  
day of May 1840 between the hours of eleven o'clock A.M. and five o'clock P.M.  
of said day at the Court House of said County of Madison did at the  
same time and place offer said premises for sale at public auction and  
the said Thomas P. Catching party of the second part then and there ap-  
peared and bid for the premises the sum of four hundred and seventy four  
dollars which said sum was more than any other person offered or bid for  
the same whereupon the said premises were struck off to the said Thomas  
P. Catching he being the highest and best bidder therefor and this indenture  
witnesseth that the said William M. Gavin Marshal as aforesaid for and in con-  
sideration of the premises and of the said sum of four hundred and seventy  
four dollars to him the said Marshal in hand well and truly paid by the  
said Thomas P. Catching at and before the sealing and delivery hereof the ac-  
cept whereof is hereby acknowledged hath this day granted bargained sold  
aliened and conveyed and by these presents doth grant bargain sell alien  
and convey unto the said Thomas P. Catching heirs and assigns forever all  
and singular the before described premises hereditaments privileges and ap-  
purtenances thereto belonging or in any way appertaining, I have an-  
teased the said premises privileges and appurtenances and all the right  
interest title or claim both at law and in equity of him the said Charles  
Sealer the above named defendant of in or to the same unto the said  
Thomas P. Catching heirs and assigns forever In witness whereof the said  
William M. Gavin Marshal as aforesaid hath hereunto set his hand and  
seal the day and year first above written

Wm. M. Gavin Esq  
Marshal of the Southern  
District of Mississippi

The State of Mississippi Personaley appeared before me John Cameron Clerk Madison County 3 of the Probate Court of said County William M. Gurin who acknowledged that he signed sealed and delivered the within deed on the day and for the purpose therein specified as his act and deed as Marshal &c

Given under my hand and Seal of Office at Canton this 29<sup>th</sup> day of May 1840

John Cameron Clerk  
By Charles Perrier Sec

3243

W<sup>m</sup> M<sup>r</sup> Gurin } Recd. for Recd. May 29<sup>th</sup> & Recorded June 10<sup>th</sup> 1840  
Deed. }

W<sup>m</sup> M<sup>r</sup> Bride } This Indenture made and entered into this thirteenth  
day of January in the year of our Lord one thousand eight hundred and  
forty between William M. Gurin Marshal of the Southern District of Missis-  
sippi of the one part and William M. Bride of the County of Madison and  
State of Mississippi of the other part witnesseth as in and to the writs of Habeas  
Facias lately issued from the Circuit Court of the United States for the  
Southern District of Mississippi directed to the said Marshal at the suits of  
Nilex Anderson & Co against the goods and Chattels lands and tenements  
of John McNamee and Thomas Spell and Marshal Spell for the sum of  
Five thousand seven hundred and thirty dollars which said Writs of  
Habeas Facias was levied on the South West fourth of section six North West  
fourth West half of North East fourth North half of East half of South East North  
West half of South East fourth West half of South half West fourth of section  
seven North West fourth West half of North East fourth of section Eighteen  
of Township Seven of Range two East and the South East fourth East  
fourth East half of South West fourth of section Twelve of Township Seven  
of Range one East with the appurtenances as the lands and tenements of the  
above named defendants John McNamee and Thomas Spell and Marshal Spell  
Habeas Facias was returned by said Marshal levied on the aforesaid lands and  
tenements and not sold for want of time and thereupon a writ of venditi-  
on ex parte was issued commanding said Marshal to expose to sale the  
said lands and tenements so levied on and not sold and the said  
Marshal having given thirty days previous notice that the above described  
lands and tenements would be sold at public Auction by virtue of said  
writ of vendition ex parte on the thirteenth day of January 1840 between  
the hours of eleven o'clock A.M. and five o'clock P.M. of said day in the City  
of Jackson in front of the State House did at the same time and place  
offer said premises for sale at public Auction and the said William  
M. Bride party of the second part then and there appeared and bid  
in the premises the sum of Two hundred dollars which said sum was  
more than any other person offered or bid for the same whereupon the  
said premises were struck off to the said William M. Bride he being  
the highest and best bidder therefor Now this Indenture witnesseth  
that the said William M. Gurin Marshal as aforesaid for and in consid-  
eration of the premises and of the said sum of Two hundred dollars



to him the said Marshal in hand well and truly paid by the said William  
 McBride at and before the sealing and delivery hereof the receipt whereof is here  
 by acknowledged hath this day granted, bargained, sold, aliened and conveyed  
 and by these presents doth grant, bargain sell, alien and convey unto the said  
 William McBride his heirs and assigns forever all and singular the before de-  
 scribed premises, hereditaments, privileges and appurtenances thereunto belonging  
 or in any way appertaining. I have and to hold the said premises, privileges  
 and appurtenances and all the rights, interest, title or claims both at law and  
 in equity of him the said Samuel Hamblen the above named defendant of, unto  
 the same unto the said William McBride his heirs and assigns forever  
 In testimony whereof the said Wm Marvin Marshal as aforesaid hath here-  
 unto set his hand and seal the day and year first above written

Wm Marvin Seal

Marshal of the Southern District of Mississippi

State of Mississippi Personally appeared before the undersigned Justice of the Peace  
 Wm Marvin acting as Notary Public ex-officio the within named Wm Marvin  
 who acknowledged that he signed sealed and delivered the within instrum-  
 ent on the day and date and for the use and purposes therein set forth  
 as his act and deed

Given under my hand and seal of Office  
 at Jackson this 20th day of January A.D. 1840

St. Dixon J.  
 ex-officio Notary Public

Seal

Sam Hamblen Recd for Record. 1st Wm recorded. 6th June 1840.

Deed

Wm McBride This Indenture made and entered into this 6th day of  
 May Anno Domini One thousand Eight hundred and forty between  
 Samuel Hamblen Sheriff of Madison County Mississippi of the first part  
 and William McBride of the second part witness that whereas Judgment  
 was rendered by the Circuit Court of the County of Madison aforesaid against  
 Samuel Barron in the following case (viz at the February Term 1839 of said  
 Court vs. Chaucery Little who does by the use of John Montgomery vs. Saml  
 Barron \$150.00 at the May Term 1838 John L. Sigand vs. Saml Barron \$188.00, Willie  
 Wade vs. Saml Barron \$2244.<sup>48</sup>/<sub>100</sub> William Wade vs. Saml Barron \$2719.98  
 with interests at the rate of eight per cent per Annum from date until paid  
 and costs of suits and whereas writs of Fieri Facias issued from the Office of the  
 Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid  
 commanding him that of the goods and chattels lands and tenements of the  
 aforesaid Samuel Barron he cause to be made the sum of money mentioned  
 in said writs of Fieri Facias to render to the said Plaintiff at the May Term  
 A.D. 1840 of said Court and the said Sheriff in conformity of the command of  
 said writs proceeded on the 24th day of March A.D. 1840 to levy the aforesaid  
 writs of Fieri Facias in the following described tract or parcel of land  
 as the Property of the aforesaid defendant lying and being in the County  
 of Madison aforesaid known as the West half of Section 14 West half T6N - R  
 14 N 2 S 62 Section 14 all in Township 708 of Range 701 East Containing

by estimation 480 acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the 4<sup>th</sup> day of May A.D. 1840 in the Madison (Whig) Advocate a public newspaper printed in the Town of Canton Miss the aforesaid land for sale at the Court House door in the town of Canton aforesaid and the said Samuel Hamblen Sheriff as aforesaid also proceeded on the 4<sup>th</sup> day of May A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for cash and William McBride appeared and bid three dollars and 30<sup>th</sup> cents per acre which was more than any other person did or made bid nor therefore for and in consideration of the aforesaid sum of three dollars and thirty cents per acre to me in hand paid the receipt of which is hereby acknowledged I Samuel Hamblen Sheriff as aforesaid by virtue of the authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid William McBride all the right title interest and claim of the aforesaid Saml Barron in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereunto belonging or in anywise appertaining to have and to hold the same forever free from the said Saml Barron his heirs executors and administrators In testimony whereof I have hereunto set my hand and affixed my seal the day and

year first written Sam Hamblen Sheriff

The State of Mississippi Personally appeared before me John Cameron Madison County Clerk of the Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed as Sheriff of said County Given under my hand and Seal of

Office at Canton this 1<sup>st</sup> day of June 1840  
John J. Cameron Clerk  
By Charles Sevier De

Sam Hamblen Sheriff for Record 1<sup>st</sup> Recorded 6<sup>th</sup> June A.D. 1840

Nelson Murphy } His indenture made and entered into second day of  
March Anno Domini One thousand Eight hundred and forty, between  
Sam Hamblen Sheriff of Madison County Mississippi of the first part  
and Nelson Murphy of the second part witness that whereas  
Judgment was rendered by the Circuit Court of the County Madison aforesaid  
against Orval Cameron & George Cheha in the following case viz  
at the May Term 1838 of said Court to wit William J. Wilkerson Cameron Cheha  
et al for the sum of three hundred & Eighty Six 7/10 Dollars with interest  
at the rate of eight per cent per Annum from date until paid and cost  
of suit and whereas writs of Fieri Facias issued from the office of the Clerk  
Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid  
commanding him that of the goods and Chattels lands and tenements  
of the aforesaid Cameron Cheha et al he cause to be made the sum of money  
mentioned in said writs of Fieri Facias to render to the said Plaintiff at the

May Term A.D. 1840 of said Court and the said Sheriff in conformity of the Command of said writ proceeded on the 25<sup>th</sup> day of May A.D. 1840 to levy the aforesaid writ of Fieri Facias on the following described tract or parcel of land as the property of the aforesaid Defendant lying and being in the County of Madison aforesaid. Known as follows beginning at the South West Corner of W Smiths Tavern Lot on Liberty Street thence South said street one hundred feet thence East 40 feet thence North 100 feet thence West 40 feet to the beginning. Containing by estimation          Acres be this same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the 2<sup>nd</sup> day of March A.D. 1840 in the Madison Miss. Advocate a public newspaper printed in the Town of Canton Miss. the aforesaid land for sale at the Court House door in the town of Canton aforesaid and the said Samuel Hamblen Sheriff aforesaid also proceeded on the 2<sup>nd</sup> day of March A.D. 1840 to offer the same for sale at the Court House aforesaid to the highest bidder for cash and S. E. Nelson & S. W. Murphy appeared and bid five hundred and thirty nine Dollars for said Lot which was more than any other person did or would bid nor therefore for and in consideration of the aforesaid sum of \$599.09 or Dollars or Cents to me in hand paid the receipt of which is hereby acknowledged. I Samuel Hamblen Sheriff aforesaid by virtue of the authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Nelson & Murphy all the right title interest and claim of the aforesaid Defendant in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereunto belonging or in any wise appertaining to have and to hold the same forever from the said Hiram Jordan his heirs executors and Administrators. My testimony whereof I have hereunto set my hand and affixed my seal this day and year first written

Sam Hamblen Sheriff

The State of Mississippi Personally appeared before me John Cameron Clerk of Madison County the Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed as Sheriff of the County aforesaid Given under my hand and seal of office at Canton this 1<sup>st</sup> day of June A.D. 1840

John A. Cameron Clerk  
By Charles J. Miller

Sam Hamblen Sheriff for Record 1<sup>st</sup> Recorded 8<sup>th</sup> June 1840

John S. Brian of this indenture made and entered and entered into this third day of February Anno Domini One thousand eight hundred and forty between Samuel Hamblen Sheriff of Madison County Mississippi of the first part and John S. Brian of the second part witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against David W. Crawford David W. Button of          in the following case viz at the May Term 1837 of said Court to wit, Samuel H. Matters vs David W. Crawford

David McFutro and J. McFutro for \$1284.75 vs. John J. Hayter vs David  
 B. Crawford. David McFutro & Ramsey McFutro for \$128.33 vs the interest at  
 the rate of eight per cent per annum from date until paid and costs of suit.  
 And whereas writs of Fieri Facias issued from the office of the Clerk of Circuit  
 Court aforesaid directed to the Sheriff of Madison County aforesaid comman-  
 ding him that of the goods and Chattels lands and Tenements of the aforesaid  
 D. B. Crawford the cause to be made the sum of money mentioned in said  
 writs of Fieri Facias to be tendered to the said Plaintiff, at the May Term A. D. 1840  
 of said Court and the said Sheriff in conformity of the Command of said Writ  
 proceeded on the second day of January A. D. 1840 to levy the aforesaid writs of  
 Fieri Facias on the following described tract or parcel of land as the property  
 of the aforesaid defendants lying and being in the County of Madison aforesaid  
 known as North end of Liberty Street running 400 feet East thence North to  
 the line and thence 400 feet West and from thence to the beginning contain-  
 ing by estimation eleven acres or the same more or less and the said Sheriff  
 proceeded to advertise the same for thirty days previous to the third day of February  
 A. D. 1840 in the Madison Whig advocate a public news paper printed in the  
 Town of Canton Miss. the aforesaid land for sale at the Court House door in  
 the Town of Canton aforesaid and the said Samuel Hamblen Sheriff as  
 aforesaid also proceeded on the third day of February A. D. 1840 to offer the same for  
 sale at the Court House door aforesaid to the highest bidder for cash and John  
 Prien appeared and bid \$650. Dollars which was more than any other person  
 did or would bid nor therefore for and in consideration of the aforesaid sum of  
 \$650. Dollars to me on hand paid the receipt of which is hereby acknowledged  
 Samuel Hamblen Sheriff as aforesaid by virtue of the Authority aforesaid in me as  
 Sheriff do hereby bargain sell and convey to the aforesaid John Prien all the right  
 title interest and claim of the aforesaid Crawford in and to the aforesaid tract or  
 parcel of land together with all and singular the appurtenances thereunto be-  
 longing in any wise appertaining, to have and to hold the same forever from the  
 said David B. Crawford his heirs executors and Administrators.

In testimony whereof I have hereunto set my hand and affixed my seal  
 the day and year first written

Sam. Hamblen Sheriff {PS}

The State of Mississippi Personally appeared before me John J. Cameron Clerk of  
 Madison County. The Estate Court of said County Samuel Hamblen  
 who acknowledged that he signed sealed and delivered the foregoing  
 deed on the day and year and for the purposes therein specified as  
 his act and deed as Sheriff of said County Given under my hand and seal of  
 Office at Canton this 1<sup>st</sup> day of June A. D. 1840

Seal

John J. Cameron Clerk  
 by Charles Serier Ab

Sam Hamblen's Receipt Record 1<sup>st</sup> recorded 5<sup>th</sup> June 1840

in Edred 3<sup>rd</sup> in Edred  
 stiles & Nico 3<sup>rd</sup> in Edred  
 day of May Anno Domini one thousand eight hundred and forty between

Samuel Hamblen Sheriff of Madison County, Mississippi of the first part and  
 Girard Stites & Dan Rice of the second part witnesses that where a judgment  
 was rendered by the Circuit Court of the County of Madison aforesaid  
 against Thomas & William Simmons in the following cases viz at the May  
 Term 1838 & January Term 1840 of said Court *vs* *Thos & Wm*  
*Simmons* One hundred & eighty five  $\frac{3}{4}$  or dollars *vs* *Thos & Wm*  
*Simmons* \$16.20 with interest at the rate of eight per cent per  
 annum from date until paid and costs of suit and where as writs of fieri  
 facias issued from the Office of the Clerk of Circuit Court aforesaid directed to  
 the Sheriff of Madison County aforesaid commanding him that of the goods and  
 chattels lands and tenements of the aforesaid *J. W. Simmons* he cause to  
 be made the sum of money mentioned in said writs of fieri facias to be tendered  
 the said plaintiff at the May Term A.D. 1840 of said Court and the said Sheriff  
 in conformity of the command of said writ proceeded on the 23 day of April  
 A.D. 1840 to levy the aforesaid writ of fieri facias on the following described tract  
 a parcel of land as the property of the aforesaid defendant lying and being  
 in the County of Madison aforesaid known as Lots No. 1, 5, 7, & 8 in Square No. 17  
 agreeable to plat of the Town of Springtown and the said Sheriff proceeded  
 to advertise the same for thirty days previous to the 4<sup>th</sup> day of May A.D. 1840  
 in the Madison Whig a private newspaper printed in the town of  
 Canton Miss (the aforesaid land for sale at the Court House door in the town  
 of Canton aforesaid and the said Samuel Hamblen Sheriff as aforesaid also  
 proceeded on the 4<sup>th</sup> day of May A.D. 1840 to offer the same for sale at the Court  
 House door aforesaid to the highest bidder for cash and Stites & Rice appeared  
 and bid Seventy Seven Dollars and fifty cents for said Lots which was more  
 than any other person did or would bid nor therefore for and in consideration  
 of the aforesaid sum of Seventy Seven Dollars and fifty cents to me in hand  
 paid the receipt of which is hereby acknowledged I Samuel Hamblen  
 Sheriff as aforesaid by virtue of the authority vested in me as Sheriff do hereby  
 bargain sell and convey to the aforesaid Stites & Rice all the right title interest  
 and claim of the aforesaid *J. W. Simmons* in and to the aforesaid tract of land  
 together with all and singular the appurtenances thereunto belonging or in  
 anywise appertaining to have and to hold the same forever from the said *J. W.*  
*Simmons* their heirs executors and administrators. In testimony whereof  
 I have hereunto set my hand and affixed my seal the day and year  
 first written

Samuel Hamblen Sheriff

The State of Mississippi Personally appeared before me John Cameron Clerk  
 Madison County. Of the Probate Court of said County Samuel Hamblen  
 who acknowledged that he signed sealed and delivered the foregoing  
 deed on the day and year and for the purposes therein mentioned as his  
 act and deed as Sheriff of said County -

Given under my hand and seal of Office  
 at Canton this 1<sup>st</sup> day of June A.D. 1840.

John Cameron Clerk  
 By Charles J. J. J. J. J.

Seal

Wm Murphy Recd for Record & Recorded 8<sup>th</sup> June. 1841  
J. E. Reed  
G. E. Nelson & H. Collins

This Indenture made and entered into this 26<sup>th</sup> day of May A.D. 1840 by and between Daniel W. Murphy of the County of Madison and State of Mississippi of the first part and George E. Nelson and John H. Collins of said State and County of the second part witnesseth that whereas the said party of the first part has this day purchased and received of one Charles Shackelford the undivided one half of the Lot and house upon and in which the Whig Advocate is at present published together with the undivided one half of all the Type, Paper, and printing materials belonging to or appertaining to said office of the Whig Advocate and the undivided one half of said Madison Whig Advocate, and the undivided one half of a negro Boy named Henry of Yellow complexion and aged about 24 years and has executed to said Shackelford his two several promissory notes, the first bearing date herewith one for the sum of Five hundred dollars due on the first day of May 1841 and the other for the sum of One thousand dollars due on the first day of November 1841 with the said Nelson and Collins as securities upon said notes and whereas the said party of the first part is desirous to secure the said party of the second part against any damage which they might sustain in account of their said securityship and to indemnify them for any losses to be sustained by them, now therefore in consideration of the premises as well as the sum of Twenty five dollars by the said party of the second part to the said party of the first part in hand paid the receipt whereof is hereby acknowledged the said party of the first part has bargained, sold, and conveyed and by these presents does bargain, sell and convey unto the said party of the second part all the undivided one half of a Lot of land lying and being in the Town of Canton State and County aforesaid and bounded and described as follows to wit, Beginning on the East side of Liberty Street at the South West Corner of Lot Number One and Square Number Seven running South along said Street the distance of One hundred feet from thence East the distance of four hundred feet from thence North the distance of One hundred feet and from thence West the distance of four hundred feet to the beginning together with all and singular the hereditaments and improvements and Appurtenances to the said undivided one half of said Lot belonging or in any wise appertaining - I have and to hold the before granted Premises with the improvements and Appurtenances unto the said party of the second part and to their heirs and assigns forever and the said party of the first part covenants to and with the said party of the second part that he is seized in fee of the aforesaid premises that he has full and perfect right to sell and convey the same and that he will warrant and defend the title to the same to the said party of the second part their heirs and assigns against the lawful claim or claims of all persons whatsoever claiming or to claim the same forever and the said party of the first part for and in consideration of the premises aforesaid and the further sum of Ten dollars to him in hand paid by the said party of the second part the receipt whereof he does hereby acknowledge

has bargained and sold and by these presents does bargain and sell unto the said party of the second part the undivided one half of the Madison Whig Advocate the press now in said office the type paper and all other materials connected with the printing business now in said office also the undivided one half of a Negro man slave of Yellow complexion named Henry and aged about 24 years which said Negro the said party of the first part warrants sound a slave for life and that the title hereby conveyed is a good one and he also warrants the title to the printing office and materials above specified and sold. This conveyance and sale is made however subject to the following conditions to wit that the said party of the first part is to remain in the possession of the estate and property above conveyed and sold and to take the rents and profits arising therefrom to his own proper use and benefit until his failure to pay the notes above described at the time either of them may fall due and the said party of the second part shall be sued upon or pay the same and that if the said party of the first part shall well and truly pay off said notes as they respectively fall due not suffering the said party of the second part to be sued upon to pay or in any other manner to be injured or molested on account of said notes then this conveyance and sale to be void but if failure is made in the payment of either of said notes at the time it falls due and the party of the second part is molested then this obligation is to be forthwith in full force and effect. In testimony whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

Witness  
 Arnold Cameron

Wm. Murphy Seal

The words "one half between lines eleven and twelve from and the words "and the party of the second part is molested" between lines five and six from below were inserted before signing

Witness  
 Arnold Cameron

Wm. Murphy Seal

The State of Mississippi Personally appeared before me John J. Cameron, Madison County Clerk of the Probate Court of said County, Wm. Murphy who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned for the purposes therein specified as his act and deed. Given under my hand and seal of office at Canton this 1<sup>st</sup> day of June A.D. 1840

Seal

John J. Cameron Clerk  
 by Charles Serier S.C.

William P. Cooke Secy for Record 1<sup>st</sup> Recorded 8<sup>th</sup> June 1840

Deed  
 John W. Cooke } This Indenture made and entered into this the twenty fourth day of April in the year of our Lord eight hundred & forty, between William P. Cooke and Hannah Whisnife of the County of Madison and State of Mississippi of the first part and John W. Cooke of

The Comly of Marri State of Kentucky of the second part witnesseth that the said party of the first part for and in consideration of the sum of eight hundred dollars to them in hand paid by the party of the second part the receipt whereof is hereby acknowledged hath bargained and sold and by these presents doth bargain and sell unto the said party of the second part and to his heirs and assigns forever the undivided one half of all that tract or parcel of land lying and being in the County of Madison and State of Mississippi and therein described in the District of land subject to sale at M' Sale in the following manner to wit the East half of the North East Quarter of Section No Twenty Township No Ten Range No three East also the North West Quarter of Section No Twenty One Township No Ten Range No Three East also the East half of the South East Quarter of Section No Seventeen of Township Range No Three East containing in all Three hundred and Ninety and Ninety three hundredths acres be the same more or less also the whole of the West half of the North East Quarter of Section No Twenty Township No Ten Range No Three East also the whole of the West half of the South West Quarter of Section No Nineteen of Township No Ten of Range No three East also the whole of the South half of the East half of the South West Quarter of Section No Nineteen of Township No Ten of Range No three East & the whole of the South half of the West half of the South East Quarter Section No Nineteen Township No Ten Range No Three East containing in all Two hundred and forty acres be the same more or less. I have and hold the undivided one half of the first described tract or parcel of land & the whole of the second described tract with all and singular the rights and profits hereditaries and Appurtenances of and to the same belonging or in any wise appertaining to the only proper use and behoof of him the party of the second part and his heirs and assigns forever and the said party of the first part doth covenant and agree to and with the party of the second part that the above described land and bargained premises they will forever warrant and defend from themselves their heirs and from the right title claim and interest of all and every person whatsoever in testimony whereof the party of the first part hath hereunto set their hands and affixed their seal the day and date above written.

Signed Sealed & Acknowledged  
 in presence of John G. Harlow

William Plottie Seal  
 Hannah U. Cooke Seal

Personally appeared before me John Hammer Clerk of the Madison County Probate Court said County W. Plottie who acknowledged that he signed sealed and delivered the foregoing on the day and year and for the purposes therein specified as his act and deed as Hannah U. Cooke wife of the said William Plottie who on a private examination separate and apart from her said husband acknowledged the same as her voluntary act and deed without the fear threats or compulsion of her said husband

Given under my hand and Seal of office  
 at Canton this 1<sup>st</sup> day of June A.D. 1840

John Hammer Clerk  
 By Charles Swain D.C.

Seal

V V V



Sam Hamblen Recd for Recd 5<sup>th</sup> Recorded 8<sup>th</sup> June 1840.

To, 3 Dued 3  
 Peter W. Nash 3 This Indenture made and entered into fourth day of  
 May Anno Domini One thousand eight hundred and forty between Samuel  
 Hamblen Sheriff of Madison County Mississippi of the first part and  
 Peter W. Nash of the second part witnesseth that whereas an judgment was  
 rendered by the Circuit Court of the County of Madison aforesaid against  
 Smith Nathan Whitehead and others in the following case viz at the  
 May Term 1837 of said Court, to wit, William Warren vs William Smith  
 James M. Baker Michael J. McVie John A. Powell, J. S. Old. A. B. Whitehead &  
 Richard H. Austin for \$589.62 & W. Warren vs same for \$254.22 with inter-  
 est at the rate of eight per cent per annum from date until paid and costs of  
 suits and whereas writs of Fieri Facias issued from the office of the Clerk of Circuit  
 Court aforesaid directed to the Sheriff of Madison County aforesaid commanding  
 him that of the goods and Chattels lands and tenements of the aforesaid  
 Smith & others to be made the sum of money mentioned in said Writ  
 of Fieri Facias to tender to the said Plaintiff at the May Term A. D. 1840 of said  
 Court and the said Sheriff in conformity of the command of said Writ proce-  
 ded on the 4<sup>th</sup> day of April A. D. 1840 to levy the aforesaid writs of Fieri Facias on  
 the following described tract or parcel of land as the property of the aforesaid  
 Defendants A. B. Whitehead lying and being in the County of Madison aforesaid  
 known as follows bounded North by N. E. McVie and Abner Shoalar East  
 by Bullets Shipps & James S. Richard South by James S. Richard Will. J. J.  
 & on the West by Will Jones Felix G. Compton also the East half S. E. 1/4 Sec  
 18 T. 9 Range first East the same being the plantation and tract of  
 more in possession of the said A. B. Whitehead containing by estimate  
 1000 acres be the same more or less and the said Sheriff proceeded to adver-  
 ise the same for thirty days previous to the fourth day of May A. D. 1840 in the  
 Madison Whig advocate a public news paper printed in the Town of Canton Miss  
 the aforesaid land for sale at the Court House door in the Town of Canton  
 aforesaid and the said Samuel Hamblen Sheriff aforesaid also proceeded  
 on the fourth day of May A. D. 1840 to offer the same for sale at the Court  
 House door aforesaid to the highest bidder for cash and Peter W. Nash app-  
 eared and bid one hundred dollars which was more than any other person  
 did or would bid on this day for and in consideration of the aforesaid sum  
 of one hundred dollars to me in hand paid the receipt of which is hereby  
 acknowledged I Samuel Hamblen Sheriff as aforesaid by virtue of the  
 authority vested in me as Sheriff do hereby bargain sell and convey to the  
 aforesaid P. W. Nash all the right title interest and claim of the aforesaid  
 deft. A. B. Whitehead in and to the aforesaid tract or parcel of land together  
 with all and singular the appurtenances thereunto belonging or in any  
 wise appertaining to have and to hold the same forever from the said A. B.  
 Whitehead his heirs executors and administrators In testimony whereof  
 I have hereunto set my hand and affixed my seal the day and year  
 first written.

Sam Hamblen Sheriff

The State of Mississippi Personally appeared before me John J. Cameron Clerk Madison County of the Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the foregoing deed on the day and year and for the purposes therein mentioned as his act and deed as Sheriff of said County

Given under my hand and Seal of Office at Canton this 5<sup>th</sup> day of June A.D. 1840

John J. Cameron Clerk  
By Charles Sevier

Seal

iv

Town Council of Sharon Read for Record. Adm. 6<sup>th</sup> Recorded June 8<sup>th</sup> 1840

Know all men by these presents that we the undersigned Town Council of Sharon viz B. M. Minter James M. Baker Wm Austin C. F. Livino William Brimer & J. P. M. Gimsey or their successors in office all of the County of Madison & State of Mississippi of the one part and William Lowry his heirs or assigns of the County & State aforesaid of the other part witnesseth that for and in consideration of the sum of nine hundred and seventy six dollars to us in hand paid the receipt whereof is hereby acknowledged we the aforesaid Town Council of Sharon have this day bargained & sold to William Lowry his heirs or assigns all those lots of land situated in the Town of Sharon known & designated in the plan thereof by their numbers & squares (viz the whole of square No 1 (one) and lots No 1, 2, 3 & 4 of said square containing four acres more or less together with all and singular the premises with the privileges advantages & improvements thereunto belonging to have and to hold the same to the use & benefit of him the said William Lowry his heirs & assigns forever And the said Town Council & their successors in office do bind themselves in the sum of thirteen hundred & fifty two Dollars to make a good and sufficient warranty deed to the aforesaid lot of land when the tax payments are made which payments falls due 1<sup>st</sup> day of March 1840 subject to the following conditions It is agreed by the parties that the said William Lowry his heirs or assigns shall sign & support the Constitution of the Town of Sharon & upon the failure of the said Lowry his heirs or assigns to support the aforesaid Constitution then and in that case he the said William Lowry his heirs or assigns shall forfeit the said Lot or Lots known and distinguished in the plan of said Town as above designated.

Sharon Febry 25<sup>th</sup> 1839  
Test  
W. M. Porter  
P. B. Bailey

B. M. Minter Seal  
J. M. Baker Seal  
Wm. J. Austin Seal  
C. F. Livino Seal  
William Brimer Seal  
J. P. M. Gimsey Seal  
Krisman Livino Seal

The State of Mississippi Personally appeared before me William Montgomery Madison County Clerk of the Circuit Court of Madison County David Mc

Porter one of the witnesses to the foregoing deed of conveyance who being duly sworn testifies that he saw the five last mentioned individuals sign the same viz. Mr Austin C. Quinn Mr Joiner J. M. McGinnsey and his man Quinn and that they acknowledged in his presence that they signed sealed and delivered the within deed of conveyance for the purposes therein specified and that he and P. B. Bailey in the presence of each other witnessed the same. Done the 5<sup>th</sup> June 1841

attest at Montgomery Ala

Wm. Porter

of the Circuit Court of Madison County

Sharon Council of Sharon Recd for Record & Recorded 8<sup>th</sup> June 1841  
 State of Mississippi  
 Madison County  
 Whereas by an act of the Legislature of the State of Mississippi entitled an act to incorporate the town of Sharon in the County of Madison and for other purposes approved May the 13<sup>th</sup> 1837 the said town having been incorporated under the superintendence of a board of Councillors styled the President & Council of the town of Sharon and whereas also by said act the corporate limits of said town were also so extended as to make a square of one mile and a half that the President & Council were at the time of passing said act of incorporation seized in fee within the limits of said Corporation of the following described lots or parcels of land to wit lying & being within the limits of said Corporation as aforesaid being lots number One, two, three & four in square number one containing four acres more or less. Now therefore be it known to all men these presents that we the President & Council of the town of Sharon of the County & State aforesaid for & in consideration of the sum of nine hundred and seventy six dollars to us in hand paid the receipt whereof we hereby acknowledge are the President and Town Council of Sharon have granted, bargained and sold this day to William Lowry his heirs & assigns the above described lots or parcels of land together with all the improvements & appurtenances thereunto in any wise appertaining, or being to have & hold the same to the use and benefit of him the said William Lowry his heirs & assigns forever subject nevertheless to the conditions hereinafter afterwards to be specified in this deed And the said President and Council themselves & their successors in office do hereby covenant & agree with the said William Lowry his heirs & assigns that they are seized in fee of the aforesaid premises that the same are conveyed free and quiet of all incumbrances except unto the conditions herein to be specified And they hereby bind themselves & their successors in office to warrant & forever defend the same against the lawful or equitable claims of all persons. Whatsoever provided nevertheless that the conveyance is made subject to the following conditions to wit That the said William Lowry binds himself his heirs & assigns firmly by these presents that will not nor shall his heirs or assigns ever at any time or times in the aforesaid premises the vending of ardent spirits, gambling or any species vice or immorality which will tend to defeat the great objects proposed to be effected by the act of the Legislature now in force incorporating said town of

Sham. and in case of the violation of any of the conditions (herein specified) by the said William Lorry his heirs or assigns, then in that case the premises above described are to revert to & belong to the trustees of the male & female College of Sham and to be again disposed of for the use & benefit of said College but in case the conditions are complied with & not violated by the said William Lorry his heirs or assigns then this deed is to be of full force and effect in law & equity. In testimony whereof we the said President & Town Council have hereunto set our hands & seals this first day of March Anno Domini One thousand Eight hundred & forty

Test  
Kinsman Divino }  
P B Bailey } 3

In J Court Seal  
W J Austin Seal  
C Dr Divino Seal  
J M Ginnsey Seal  
William Brewer Seal  
Seal

The State of Mississippi This day personally appeared before me William Madison County Montgomery Clerk of the Circuit Court of Madison County P B Bailey who being sworn deposes that the persons whose signatures appears to the foregoing deed acknowledged that they signed & sealed and delivered the same as their act and deed for the purposes therein specified and that he and Kinsman Divino in the presence of each other witnessed the same the 5th June 1840

Attest W J Montgomery Clerk of the Circuit Court of Madison County } P B Bailey  
} v r

Horatio Spencer } Recd for Record & Recorded 9th June 1840  
} n 3 Deed

Israel Spencer } This Indenture made the first day of May in the Year of our Lord One thousand Eight hundred and forty. By and between Horatio Spencer and Sarah Spencer his wife of the County of Claiborne and State of Mississippi of the first part and Israel Spencer of the County of Madison and State of Mississippi of the second part. Witnesseth That the said Horatio Spencer and Sarah Spencer for and in consideration of the sum of Twelve thousand Eight hundred dollars to them in hand paid by the said Israel Spencer at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and confessed and the said Israel Spencer his heirs, executors, and Administrators forever released and discharged from the payment of the same or any part thereof by these presents have granted, bargained, sold, conveyed and confirmed and by these presents do grant, bargain, sell, convey and confirm unto him the said Israel Spencer his heirs, executors, Administrators and assigns forever All that tract of land situated and lying in the County of Madison and State aforesaid to wit The South East quarter of Section six and West half of the North West quarter and East half of both East quarter and South East quarter and South half of South West quarter of Section five and North half and the South West quarter of Section Eight and the North West quarter

and South West quarter of Section seventeen and the West half of the North East quarter of Section three of Township three Range two East containing twelve hundred and eighty acres and being a part of the same tract bought of Henry Smith together with all and singular the Appurtenances, hereditaments, privileges and advantages whatsoever unto the above described premises belonging or in anywise appertaining and also the estate, right, title, interest and property and claim whatsoever either at law or in equity of them the said Horatio H. Spencer and Sarah H. Spencer, of in and to the same. To have and to hold the above granted, bargained and described premises and the Appurtenances unto the said Israel Spencer his heirs, executors, administrators and assigns forever and the said Horatio H. Spencer and Sarah H. Spencer for their heirs, executors, and Administrators do Covenant, Grant, Promise and agree to and with the said Israel Spencer and to and with his heirs, executors, administrators and assigns that they the said Horatio H. Spencer and Sarah H. Spencer and their heirs the above described and hereby granted, premises and every part and parcel thereof with the Appurtenances unto the said Israel Spencer and unto his heirs, executors, administrators and assigns against the claim or claims of them the said Horatio H. Spencer and Sarah H. Spencer or their heirs, executors or administrators and against all persons lawfully or equitably claiming or to claim said premises or any part thereof they the said Horatio H. Spencer and Sarah H. Spencer shall and will maintain and by these presents forever defend. In Witness whereof the said Horatio H. Spencer and Sarah H. Spencer have hereunto set their hands and seals this day and year first here in written signed, sealed and delivered

Horatio H. Spencer Seal  
Sarah H. Spencer Seal

in presence of

The State of Mississippi Personally appeared before me John Wetherall Clerk of the Clairborne County W. Probate Court in and for the County aforesaid the within named Horatio H. Spencer who acknowledged that he signed, sealed and delivered the foregoing and within deed on the day and year therein mentioned as his act and deed and on the same day personally appeared also Mrs Sarah H. Spencer who being by me privately examined separate and apart from her said husband acknowledged that she signed, sealed and delivered the same as her voluntary act and deed freely without any fear, threats or compulsion of her said husband.

Given under my hand and seal of Office at Port Gibson this 5th day of May A.D. 1840  
J. Wetherall Clk.

Seal

Horatio H. Spencer Recd for Record June 5 & Recorded 8<sup>th</sup> June 1840

Israel Spencer His Indenture made the first day of May in the year of our Lord one thousand eight hundred and forty by and between Horatio H. Spencer and Sarah H. Spencer his wife of the County of Clairborne and State of Mississippi of the first part and Israel Spencer of the County of Madison and State of Mississippi of the second part, Witnesseth that the said Horatio

H. Spencer and Sarah Spencer for and in consideration of the sum of Fifty  
 thousand dollars to them in hand paid by the said Israel Spencer at and  
 before the sealing and delivery of these presents the receipt whereof is hereby  
 acknowledged and Confessed and the said Israel Spencer, his heirs, Executors  
 and Administrators forever released and discharged from the payment  
 of the same or any part thereof by these presents have granted, bargained  
 sold, conveyed and confirmed and by these presents do grant, bargain, sell,  
 convey and confirm unto him the said Israel Spencer, his heirs, Executors, Admin-  
 istrators and assigns forever. All that tract or parcel of land situate and lying  
 in the County of Madison and State of Mississippi about three miles from the  
 Town of Livingston it being the same Plantation whereon the said I. Spencer  
 now resides and designated as follows, to wit, the North half of section twenty  
 three and the South half of section thirteen and East half of the South East  
 Quarter of Section fourteen and so much off of the North West Quarter and  
 West half of the North East Quarter of Section twenty four as taken from the North  
 part of said three eighths will make one hundred Acres all of Township  
 Eight, Range One East the same lot of Lewis Stovens and amounting to eight  
 hundred and twenty acres. All the North West Quarter of section nineteen  
 and South half of the West half of South West Quarter and East half of South  
 West Quarter of section eighteen Township Eight, Range One East and East  
 half of North East Quarter of section twenty four, Township Eight, Range One  
 East containing three hundred and sixty Acres and bright of John Brock  
 together with the following Slaves on said Plantation to wit, Sam aged thirty five  
 Wm. thirty six, George thirty three, Isaac thirty seven, Paul forty three, Sam  
 twenty two, Ambrise, twenty, Sandy nineteen, Jacob sixteen, Wash fourteen  
 Joe fifteen, Andy twelve, Edmund eight, Collin Child, Milton Child, Ceres Child,  
 Celia fifty, Ann thirty, Charlotte fifty, Lucy twenty, Ursula sixteen, Little Nancy  
 thirty, Big Nancy thirty, Martha twenty, Malinda fifteen, Mally twenty,  
 Polly sixteen, Sarina Ten, Ellen Ten, Jude twelve, Caroline twenty, Eliza thir-  
 ty, Patience twenty, Elvina a child in all thirty four with all the horses,  
 mules and stock and every other thing on the Place together with all and  
 singular the appurtenances, hereditaments, privileges and advantages whatso-  
 ever unto the above described premises belonging or in any wise appertaining  
 and also all the estate, right, title, interest and property and claim whatso-  
 ever either at law or in equity of the said H. Spencer and Sarah Spencer  
 of in and to the same. I have and sold the above granted, bargained  
 and described premises with the appurtenances and personal property  
 unto the said I. Spencer his heirs, Executors, Administrators and assigns  
 forever. And the said H. Spencer and Sarah Spencer for their heirs,  
 Executors and Administrators do covenant, grant, promise and agree to  
 and with the said I. Spencer and to and with his heirs, Executors, Admin-  
 istrators and assigns that they the said H. Spencer and Sarah Spencer  
 and their heirs the above described and hereby granted premises and every  
 part and parcel thereof with the appurtenances unto the said Israel Spencer  
 and unto his heirs, Executors, Administrators and assigns against the  
 claim or claims of or them the said H. Spencer and Sarah Spencer

their heirs, executors, or administrators and against all persons lawfully or equitably claiming or to claim said premises or any part thereof, they the said H. M. Spencer and Sarah A. Spencer shall and will warrant and by these presents forever defend In witness whereof the said H. M. Spencer and Sarah A. Spencer have hereunto set their hands and seals, the day and year first herein written.

H. M. Spencer *Teal*  
Sarah A. Spencer *Teal*

Signed, sealed and delivered in presence of  
the word "and acts" above the eighteenth line from  
top interlined before signing H. M. Spencer,

State of Mississippi Personally appeared before me John Wetherall Clerk of the Choibone County Probate Court in and for the County aforesaid the well named Horatio M. Spencer who acknowledged that he signed sealed and delivered the within deed on the day and year therein written and for the purpose therein expressed as his voluntary act and deed also at the same time appeared Sarah A. Spencer wife of said Horatio M. Spencer who being examined separate and apart from her said husband did on such examination say that she signed, sealed and delivered the foregoing deed on the day and year therein written and for the purpose therein set forth as her voluntary act and deed and without any fear, threats, coercion, compulsion or undue persuasion from or by her said husband.

Given under my hand and seal of Office  
this 6<sup>th</sup> day of May A. D. 1840  
J. Wetherall Clk

W. Harris Recd for Record 8<sup>th</sup> Recorded 11<sup>th</sup> June 1840

W. Harris Recd for Record 8<sup>th</sup> Recorded 11<sup>th</sup> June 1840  
H. Hill  
H. Hill's Indenture made and entered into this eleventh day of June in the year of our Lord Eighteen hundred and thirty nine between William Jarvis and Ann Hill his wife of the County of Hinds and State of Mississippi of the first part and Henry Hill of the City of New Orleans and State of Louisiana of the second part witnesses that the said William Jarvis and his wife for and in consideration of the sum of Twenty thousand dollars to them in hand paid by the said Henry Hill the receipt whereof they do hereby acknowledge have granted, bargained, sold, conveyed and do by these presents grant, bargain sell, alien, convey and unto the said Henry Hill his heirs and assigns a certain tract or parcel of land lying being in the County of Madison and State of Mississippi on the waters of Star Creek and known and designated as follows to wit, The South West quarter of Section Twenty five the East half of the North East Quarter and the North half of the West half of North East quarter and the North half of the East half of the North West Quarter of Section thirty five Township Number nine and Range two East. And the North half of Section number thirty six and the West half of the South East Quarter of Section number twenty five in Township number nine Range two East. Also the East half of the South West Quarter of section thirty one in Township number nine Range three East and the South half of the West half and the South half of the East half of the North West Quarter of section number thirty one Township number nine Range three

East and the South half of the West half of the South West Quarter of Section number thirty six Township number nine in Range two East and the West half of the South East Quarter of Section number thirty one Township number nine of Range three East containing in all one thousand acres more or less together with all and singular the rights, privileges and appurtenances therunto belonging or in any wise appertaining, I have and do hold the above described land and bargained premises unto him the said Henry P. McMill his heirs and assigns to the only proper use, benefit behoof of him the said Henry P. McMill his heirs and assigns forever. And the said William Faris and Ann McMill his wife do hereby covenant and agree to and with the said Henry P. McMill (both for themselves their heirs, executors and administrators) that they will warrant and forever defend the title to the above described land bargained premises unto him the said Henry P. McMill his heirs executors administrators or assigns against the claims or claims of all and every person whomsoever.

In testimony whereof the said William Faris and Ann McMill his wife have hereunto set their hands and affixed their seals this day and date first above written.

Signed sealed & delivered in presence of  
 of Willm Bailey, W. Braine, William Faris Seal  
 Seal

The State of Mississippi Personally appeared before me William P. Madison County, W. Bailey Jdg of the Probate Court in and for said County, William Faris the grantor in the foregoing deed, who acknowledged that he signed sealed and delivered the same as his act & deed for the purposes therein contained on the day it bears date Given under my hand and seal this eleventh day of December A.D. 1859

W. Bailey Seal  
 Judge of Probate

Kinsonian Divino Seal for Record June 6<sup>th</sup> L. Recorded June 11<sup>th</sup> 1841  
 Seal

Town Council of Sharon This indenture made and concluded this the first day of January in the year of our Lord one thousand eight hundred and thirty eight between Kinsonian Divino and his wife Elisabeth Divino of the first part and the President and Council of the Town of Sharon of the second part all of the County of Madison and State of Mississippi. Witnesseth that the said Kinsonian Divino for and in consideration of the sum of two thousand one hundred and twenty dollars to him the said Kinsonian Divino in hand paid the receipt whereof is hereby confessed and acknowledged hath granted bargained and sold and by these presents doth grant bargain and sell unto the said President and Council of the Town of Sharon and their Successors in office forever all that tract of land situated in the County and State aforesaid and bounded as follows lying in the North half of Section six and Township number nine and Range number four East commencing on the corner of the Methodist Church lots and running south with said line twenty eight chains and forty links -



thence East fifty seven chains and thirty links thence North fifty seven chains and thirty links thence West fifty seven chains and thirty links thence South twenty eight chains and forty links to the beginning containing in all Eighty four acres be the same more or less together with all and singular the appurtenances and hereditaments therunto belonging or in anywise appertaining and also the estate right title interest property claim and demand whatsoever of him the said Kinman Cirino in law or equity or otherwise howsoever in to or out of the same To have and to hold the said land and premises hereby granted bargained and sold with the appurtenances unto the aforesaid President and Council of the Town of Sharro and their successors in office forever in fee simple. And the said Kinman Cirino doth hereby for himself his heirs and assigns executors and administrators conjoin with the said President and Council of the Town of Sharro and their successors in office to warrant and forever defend all and singular the aforesaid premises to the said President and Council of the Town of Sharro and their successors in office against the lawful claim in law or equity of all and every person or persons whatsoever as an estate of inheritance in fee simple. And the said Elizabeth Cirino wife of the said Kinman Cirino for and in consideration of fifty dollars to her in hand paid by the said party of the second part the receipt whereof is hereby acknowledged hath promised released relinquished and quit claimed and by these presents doth promise release relinquish and quit claim unto the said President and Council of the Town of Sharro and their successors in office all right title interest claim and demand of Doves which I have now or may hereafter have of in and to the before granted premises. In testimony whereof we the aforesaid Kinman Cirino and Elizabeth Cirino have hereunto set our hands and affixed our seals date first above written

Kinman Cirino Seal  
Elizabeth Cirino Seal

The State of Mississippi Personally appeared before me William Montgomery Madison County Clerk of the Circuit Court of Madison County the within named Kinman Cirino who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed for the purposes therein specified And at the same time personally appeared Elizabeth Cirino wife of the said Kinman Cirino who being examined separately and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed of conveyance freely and voluntarily as her act and deed without any fear threat or compulsion of her said husband for the purposes therein specified Given under my hand and seal this 5th day of June 1841

Wm Montgomery Clerk  
of the Circuit Court of Madison County

35 seal

John B. Moore Recd for Record & Recorded June 15th 1841

Owen Baldwin This Indenture made this eighth day of February Eighteen hundred and forty between John B. Moore and his wife Mary Moore of the State of Mississippi Madison County of the one part and Owen Baldwin of the State of Georgia and County of Columbia of the other

witnesseth that for and in consideration of the sum of Sixty One hundred and Ninety dollars to us in hand paid, the receipt whereof is hereby acknowledged the said John B Moore and his wife Mary O Moore doth hereby bargain sell and convey unto the said Owen M. Baldwin his heirs and assigns the following described lands and tenements situated in the State of Mississippi Madison County it being the lands whereon the said John B. Moore now lives namely the West half of the North West fourth of Section No. 23 Also the North East Quarter of Section No. twenty two all of Township Number Ten of Range No. four East containing two hundred and forty acres or thereabouts being the lands purchased by John B. Moore of Isaac Anderson Also the North East Quarter and the East half of the North West Quarter of Section No. Twenty seven of Township Ten of Range four East and the South East Quarter of Section Twenty two of Township Ten of Range four East and the West half of the South West Quarter of Section Twenty three Township Ten - Range four East containing four hundred and Eighty acres or thereabouts being the lands purchased by John B. Moore from Montford Jones containing in the whole seven hundred and twenty acres more or less. The said John B Moore and his wife Mary O Moore do forever hereby warrant and defend the above described lands and tenements from themselves their heirs and assigns and from the claim of all and every person or persons whatsoever lawfully claiming the same or any part thereof unto the said Owen Baldwin his heirs and assigns forever in fee simple whereof we have hereunto set our hands and affixed our seals the day and year above written,

Signed sealed and delivered in presence of Edmund B. Bacon  
 John B Moore  
 Mary O Moore

Madison County Personally appeared before me John F. Cook a Justice of the State of Mississippi the Peace in and for said County John B Moore and Mary O Moore his wife and acknowledged the signing sealing and delivering the within deed to be their act and deed for the within mentioned purposes the said Mary O Moore being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed freely and voluntarily of her own accord without the fear threat or coercion of her husband Given under my hand and seal this the 8th June 1840  
 J. F. Cook J.P.

E. B. W. Meredith } Recd for Record & Recorded June 15th 1840  
 J. F. Mortgagor }  
 Miss. Union Bank } The State of Mississippi, Madison County  
 This indenture made and entered into this nineteenth day of June in the year of our Lord one thousand eight hundred and forty between E. B. W. Meredith and his wife Margaret Meredith of the County of Madison and State of Mississippi of the first part and the Mississippi Union Bank of the second part witnesseth that for and in consideration of the sum of one hundred dollars by the parties of the second part paid to the party of the first part before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and for other divers good causes and

considerations hereinafter set forth the said parts of the first part hath granted  
 bargained sold conveyed and delivered and by these presents do hereby grant  
 bargain sell convey and deliver to the parties of the second part the following  
 described real and personal Estate to wit: The north half of the East half of the  
 North East Quarter of Section Thirty One (31) the North West Quarter and South  
 half of the West half of the North East Quarter of Section Thirty Two (32) North  
 half of the South East Quarter and South West Quarter of Section Thirty Two (32)  
 Township Eleven Range four East North East Quarter of Section Five Township  
 Ten Range four East West half of South West Quarter of Section Twelve South  
 half of the East half of the South East Quarter of Section Eleven West half of  
 North West Quarter of Section Thirteen Township Ten Range Four East. Contain-  
 ing in all Eight hundred and Forty acres more or less. Also the following  
 Negroes to wit Big Tom aged 26 years Washington aged Forty one years  
 Little Tom aged Nineteen years Charles aged Twenty Three years Little Bob  
 aged Eighteen years Amy aged Twenty Eight years Lucy aged Nineteen  
 years Mary aged Fifteen years Eliza aged Sixteen years Charity aged Eigh-  
 teen years Emily aged Ten years, To have and to hold to them the said  
 parties of the second part and to their heirs, executors, administrators and assigns  
 forever. And the said party of the first part for themselves their heirs  
 executors and administrators hereby covenant and agree to warrant and  
 defend the title to the before conveyed real Estate to them the said parties of the  
 second part their heirs executors administrators and assigns against  
 the claims or claims of all persons whatever both at law and in equity. Now  
 the condition of the foregoing conveyance is such, That whereas the said  
 B. W. Meredith is justly indebted to the said party of the second part in the  
 sum of Twelve Thousand One hundred & Fifteen <sup>16</sup>/<sub>100</sub> Dollars as evidenced  
 a promissory note for the like sum of the said B. W. Meredith as principal  
 William Watson & R. Hardiman as securities dated the nineteenth day of June  
 Eighteen hundred & forty & due and payable Twelve months after the sixth  
 day of June Eighteen hundred & forty with interest after maturity if not then  
 punctually paid of Ten per cent per annum Now should the said sum of  
 so specified in said note be well and truly paid at the maturity of  
 note to the said parties of the second part then this conveyance shall be  
 void otherwise to remain in full force and virtue. It is further cov-  
 enanted and agreed By and Between the parties hereto that should the  
 said B. W. Meredith pay or cause to be paid at the maturity of the  
 above specified the sum of Twenty Four hundred & Twenty three <sup>16</sup>/<sub>100</sub> dollars  
 being the one fifth part of the debt together with the interest for Twelve  
 months on the residue of the sum then due and payable and on the nine-  
 tenth day of June of the year 1842 pay a like sum (it being the one  
 fifth part of the original debt) together with the interest for Twelve months on  
 residue of the sum then due and payable and so continue to pay Annually  
 on the nineteenth day of June of each and every year a like sum with  
 Twelve months interest on the balance until the whole of the sum in said  
 note mentioned with all interest of shall have been fully paid off and  
 discharged then and in that event the parties of the second part agree

to the contents and satisfied and will not proceed at law on said note or to foreclose this mortgage unless default be made in some one of the payments aforesaid. It is further agreed that the said party of the first part shall retain possession of the property herein conveyed receive and appropriate to his own use the rents, issues and profits arising therefrom until default be made in the payment of some one of the instalments aforesaid. In testimony whereof the said parties of the first part have the day and year above written hereunto set their hands and seals at

E. B. Meredith *ED*  
 Margaret Meredith *ED*

State of Mississippi Before me Henry White an acting Justice of the Peace in Madison County and for said County this day came in person the within and abov. named E. B. Meredith who acknowledged that he signed sealed and delivered the foregoing deed on the day therein stated and for the purposes therein mentioned. and the said Margaret Meredith wife of the said E. B. Meredith on a private examination by me separate and apart from her said husband voluntarily acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and without any fear, threats, or compulsion of her said husband.

Given under my hand and seal this 15<sup>th</sup> day of June 1840.  
 as - - - - - aforesaid Henry White *J.P. Seal*

Israel Spencer Trust Recd for Record Recorded 16<sup>th</sup> June 1840  
 By B. Reed Trust  
 James Grafton & Horatio H. Spencer  
 This Indenture made and executed and entered into this first day of May Eighteen hundred and Forty between Israel Spencer and Mary H. Spencer his wife of the County of Madison and State of Mississippi of the first part and James Grafton and Horatio H. Spencer of the County of Claiborne and State aforesaid of the second part witnesses that whereas the said Israel Spencer is indebted unto the said H. H. Spencer by note of even date with these presents for the sum of Twenty Five Thousand Dollars payable one day after date and drawing interest at the rate of eight per cent per annum from time of payment until paid also by note of same date for the sum of Twenty Seven Thousand Dollars payable on the first day of May Eighteen hundred and Forty one drawing eight per cent interest per annum from time of payment until paid and also by note for the sum of Fourteen Thousand Eight hundred and Forty Eight dollars of the same date payable on the first day of May Eighteen hundred and Forty Two drawing interest from the time of payment until paid which three several promissory notes are made payable to the order of said H. H. Spencer and are given in payment for the hereinafter described real and personal property and which real and personal property has been conveyed by said H. H. Spencer and Sarah H. Spencer his wife by deed bearing even date with these presents Therefore in consideration of the premises and for the purpose of securing the said H. H. Spencer in the purchase money of said property as aforesaid as evidenced by the three several promissory notes as aforesaid from any loss or damage which he may or might sustain by

the non payment of the same by the said party of the first part And for  
the further consideration of Five dollars to them in hand paid the receipts  
whereof they do hereby acknowledge the said parties of the first part has  
Granted, Bargained, sold, Conveyed, Confirmed and delivered And by  
these presents do Grant, bargain, sell, Convey, Confirm and deliver unto  
the said James Grafton and Horatio N. Spencer their heirs and assigns  
Forever - all that certain tract or parcel of land situate and lying  
the County of Madison and State of Mississippi about three miles from  
the Town of Livingston it being the same plantation whereon the said  
Israel Spencer now resides and designated as follows to wit, the North half  
of Section Twenty three and the South half of Section Thirteen and  
East half of the North East Quarter of Section Fourteen and so much of  
of the North West Quarter and West half of the North East Quarter of Sec-  
tion Twenty four as taken from the North part of said three eighths  
will make one hundred acres. all of Township Eight Range one East that  
conveyed by deed from Lewis Stover to said H. N. Spencer also the North  
Quarter of Section Nineteen and South half of the West half of the North West  
Quarter and East half of South West Quarter of Section Eighteen Town-  
ship Eight Range Two East and East half of North East Quarter of Section Five  
Two Township Eight Range one East containing Three hundred and six-  
ty acres and deeded by John Shrock to said H. N. Spencer and with Eight  
hundred and Seventy acres deeded by Stover as above matter Clar-  
ified and Clarify acres conveyed by these presents as aforesaid together  
with the following slaves on said Plantation to wit, Jim aged 35, John  
George 33, Isaac 37, Paul 40, Sam. 20, Ambrose 20, Sandy 19, Jacob 16, Wash-  
Ing. 15, Andy 12, Edmund 8 Collin Milton & Cicero infants Celia aged 50 Ann  
Charlotte 50, Lucy 20, Linah 16, Little Nancy 30, Big Nancy 30, Martha 20, He-  
len 15, Drilly 20, Polly 16, Sarinica 10, Ellen 10, Jude 12, Caroline 20, Eliza 30, Sam-  
uel 20, Eliza 7 children all thirty four and warranted slaves for life to get  
with all the mules, Horses, Stock, farming utensils household and kitchen  
utensils and every other article of property of whatsoever kind in any  
belonging to said plantation together with the growing crops and  
the Estate, right, title, interest, and property and claims whatsoever  
law or in equity of the said J. Spencer and Mary Spencer of in or to  
same. Also that tract or parcel of land known as the Brick Tract situate  
and lying in Madison County and State aforesaid to wit, the South East  
Quarter of section six and West half of the North West Quarter and  
half of North East Quarter and South East Quarter and South half of  
West Quarter of Section Five and North half and the South West Quarter  
of Section Eight and the North West Quarter and South West Quarter  
of Section Seventeen and the West half of the North East Quarter of  
Three of Township Nine Range Two East containing Twelve hundred  
Eighty acres more or less together with all and singular the appurten-  
ances hereditaments whatsoever unto the above last described premises in  
appertaining To have and to hold the said Property so conveyed and  
to be conveyed as aforesaid unto the said James Grafton and Horatio

their heirs and assigns forever But in Trust that they shall whenever they shall be thereunto directed by the said Horatio Spencer or his legal holder or holders of either of said Notes aforesaid and to secure the payment of which this Deed is executed shall enter upon and take full and complete possession of all of the aforesaid property both real and personal so described and conveyed as aforesaid and to sell the same or any portion thereof either at public or private sale and to execute full perfect and complete deeds of conveyance and bills of sale and for all which purposes these parents do and are intended to give the said James Grafton and the said H. N. Spencer full ample and perfect power and to apply the proceeds of such sale to the liquidation and payment of the Notes above specified And when all the Notes so specified shall have been paid satisfied and canceled the said James Grafton & H. N. Spencer shall after paying all necessary costs incurred in executing this trust surrender the residue of any of said property or proceeds thereof to the said Isaac Spencer or his assigns Executors or Administrators And the said James Grafton and H. N. Spencer do hereby accept the Trust aforesaid and on their parts do promise, covenant and agree to fulfill and execute the same. In Witness whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first written.

The word "parents" on the third page was  
 the third line from the bottom  
 interlined before signing, H. N. Spencer

H. N. Spencer - Seal  
 Mary N. Spencer - Seal  
 James Grafton - Seal  
 H. N. Spencer - Seal

The State of Mississippi Personally appeared before me William L. Hart an  
 Madison County, Being Justice of the Peace in and for said County.  
 Spencer: Mary N. Spencer his wife who severally acknowledged that they  
 signed sealed and delivered the foregoing Deed as their act and deed  
 for the purposes therein mentioned; and the said Mary N. Spencer being  
 examined separate and apart from her said husband acknowledged that  
 she signed sealed and delivered the same without persuasion threat or  
 fear of the displeasure of her said husband, Given under my hand  
 and sealed this 15<sup>th</sup> day of June A.D. 1840.

Will Hart J.P. Seal

Winsman Dirvine Rec<sup>d</sup> for Record Recorded June 18<sup>th</sup> 1840  
 In 3 Deed. 3 The State of Mississippi  
 Flora M. Gimsey 3 Madison County; 3 Wherean by an act of the Legislature  
 of the State of Mississippi entitled an act to incorporate the Town of Sharon  
 in the County of Madison, for other purposes approved May 13<sup>th</sup> 1837 the  
 said Town having been incorporated under the superintendence of a Board  
 of Councillors styled "The President & Council of the Town of Sharon". And whereas  
 Winsman Dirvine of the County of Madison State of Mississippi is seized in  
 fee of a certain tract of land within the limits of said Corporation designated  
 follows. Beginning at a stake the North West corner of lot No. One in square  
 No. 1 in the plan of said Town, running thence North one thousand &  
 1/2 of nine links to a stake & Hickory pointer thence West nine hundred

Seventy Two links to a stake, thence South seven hundred & seventy three links to a stake, thence East Three hundred & Fifty links to a stake, thence South three hundred & sixteen links to a stake in the North margin of the Town of Sharon thence East with said margin six hundred & thirty two links to the Beginning containing nine & one half acres more or less, nor therefore be known to all members these presents that for & in consideration of the sum of Eight hundred & fifty Dollars to them in hand paid the receipt whereof is hereby acknowledged the said Minneman & Livino his wife Elizabeth Livino of the County of Madison State of Mississippi have bargained & sold & conveyed & by these do bargain sell & convey unto Flora McGimsey of the County of State aforesaid her heirs and assigns forever the above described lot or parcel of land together with all the improvements hereditaments & appurtenances thereunto belonging or in anywise appertaining To have and To hold the above described land & bargained premises to the only proper use & benefit of her the said Flora McGimsey her heirs & assigns forever. And the said Minneman Livino his wife Elizabeth Livino for themselves their heirs & do covenant & agree to & with the said Flora McGimsey her heirs & assigns that the above described land & bargained premises they will warrant forever defend against the lawful claim title or demand of any & all persons whatsoever, provided this conveyance is made subject to the following conditions & restrictions to wit: That the said Flora McGimsey binds herself her heirs & assigns firmly by these presents that she will not nor shall her heirs nor assigns ever at any time permit on the aforegranted premises that vending Ardent Spirits, Gambling, or any species of vice or immorality which tends to defeat the great object proposed to be effected by the act of the Legislature now in force incorporating the said Town, And in case of violation of the conditions herein specified by the said Flora McGimsey her heirs & assigns then and in that case the premises above described to be sold for the benefit of Sharon College and their successors in office & to be sold for the benefit of Sharon College & this conveyance upon violation of the above restrictions to be void & of no effect in law or equity. In testimony of the said Minneman Livino his wife Elizabeth Livino have hereunto set hands & seals this 9<sup>th</sup> day of April A.D. 1840

N.B. The word "binds" interlined before signing Minneman Livino Seal  
 Also the word "Trustees College & their successors in office" Elizabeth Livino Seal

Also the words "upon violation of the above restrictions" interlined before signing.  
 The State of Mississippi Personally appeared before me John F. Lewis an Act. Madison County Justice of the Peace in & for said County the above named Minneman Livino who acknowledged that he signed, sealed & delivered the foregoing as his act & deed on the day & for the purposes therein specified. At the same time Elizabeth Livino wife of the said Minneman Livino who being examined separately from her said husband acknowledged that she signed, sealed & delivered the fore deed freely & voluntarily as her act & deed without any fear, threat or compulsion of her said husband on the day & for the purposes therein specified. Given under hand & seal this 29<sup>th</sup> day of May 1840 J. F. Lewis J.P. Seal

Town Council of Sharon Recd. for Record. Recorded June 20<sup>th</sup> 1840  
 To 3 Cords 3 The State of Mississippi  
 Flora M. Gimsey 3 Madison County. 3 Whereby by an act of the Legis-  
 lature of the State of Mississippi entitled "an act to incorporate the Town of  
 Sharon in the County of Madison and for other purposes approved May 15<sup>th</sup>  
 1837 the said Town having been incorporated under the superintendence of a  
 board of Councillors styled "The President and Council of the Town of Sharon  
 and whereas also in pursuance of said act the said President and Council of  
 the Town of Sharon became seized in fee of a certain lot of land within the  
 limits of said Corporation known and designated on the plan of said Town  
 as Lots No. one and two and the North East quarter of Lot No. four in square  
 No. six containing Two and one fourth acres. Now therefore be it known  
 to all men by these presents that the President and Council of the Town  
 of Sharon for and in consideration of the sum of Four hundred and Eighty two  
 dollars in hand paid the receipt of which is hereby acknowledged, have given  
 granted bargained sold aliened, enfeoffed and conveyed unto said Flora  
 McGimsey of the County and State aforesaid and to her heirs and assigns  
 forever the aforesaid Lot of land described as aforesaid together with all  
 the improvements hereditaments Appurtenances of the same belonging or in  
 anywise appertaining To have and To hold to the said Flora McGimsey  
 and to her heirs and assigns forever subject to the conditions hereinafter  
 in afterwards to be specified in this deed. And the said President and Council  
 of the Town of Sharon for themselves and their successors in office do hereby cove-  
 nant and agree to and with the said Flora McGimsey and her heirs and  
 assigns that they are seized in fee of the aforegranted premises that the same  
 are conveyed free and quit of all incumbrances (except as to the conditions and  
 liability to forfeiture as herein afterwards to be specified and that they  
 hereby warrant and will forever defend the same against the lawful or  
 equitable claims of all persons whatsoever provided this conveyance is made  
 subject to the following conditions and restrictions viz that the said Flora McGim-  
 sey binds herself her heirs and assigns firmly by these presents that she will  
 not nor shall her heirs or assigns ever at any time permit on the aforegranted  
 premises the vending of Ardent spirits, Gambling or any species of vice or immor-  
 ality which will tend to defeat the great object proposed to be effected by the  
 act of the Legislature now in force incorporating the said Town and in  
 case of the violation of any of the conditions herein specified, by the said Flora  
 McGimsey her heirs and assigns then and in that case the premises  
 above described to revert to and belong to the said President and Council of  
 the Town of Sharon and their successors in office and subject to be again sold  
 for the benefit of Sharon College and this conveyance upon violation of the conditions  
 herein specified to be void and of no effect in Law or equity.

In testimony whereof we the undersigned President and members of  
 the Council of the Town of Sharon have this thirtieth day of December  
 A.D. 1839 set our hands and private seals there being no Corporate  
 Seal. the word "College" interlined before signing.

Geo. H. Cook Pres. Seal



J. B. Wiggins, Senr. } Recd for Record 22<sup>nd</sup> & Recorded 25<sup>th</sup> June 1840

J. B. Wiggins Junr. } his Indenture made and entered into by and between  
J. B. Wiggins Senr. of the County of Madison and State of Mississippi of the first  
part and J. B. Wiggins Jr. of the County of Lauderdale, Mississippi witness-  
eth that the said J. B. Wiggins Senr. for and in consideration of the sum of  
Eighteen hundred & Twenty five Dollars to him in hand paid by the  
said J. B. Wiggins Jr. the receipt whereof is hereby acknowledged have  
granted, bargained, sold, conveyed and confirmed and by these presents do  
grant, bargain, sell, convey and confirm unto the said J. B. Wiggins Jr.  
his heirs and assigns <sup>forever</sup> all his interest say one half of a certain tract or  
parcel of land situate and being in the County of Madison and State of  
Mississippi and owned jointly by M. D. Ingram. And the said J. B. Wiggins  
Senr. known as the south East half of South East quarter Section Fourteen and  
the South half of the South West quarter Section Thirteen Township Ten  
Range Four East and containing sixty acres it being one half of the above  
designated tract to have and to hold the aforesaid described and conveyed  
premises unto the said J. B. Wiggins Jr. his heirs and assigns forever from  
and the said party of the first part for himself his heirs Executors, Adminis-  
trators and assigns as by these presents covenant and agree that they will  
warrant and defend the said above described and granted lands with all  
the rights privileges hereditaments and Appurtenances therunto belonging  
unto the said party of the second part his heirs, Executors, Administrators and  
assigns against the demands of all persons claiming or to claim the same  
in any part or parcel thereof forever in fee simple, In testimony whereof  
the said party of the first part has hereunto set his hand and affixed  
his seal this 17<sup>th</sup> day of June A. D. 1840

Attest Philip P. Pierce  
Robert Stephens

J. B. Wiggins Seal

The State of Mississippi } Personally appeared before me John H. Cameron Clerk  
Madison County } of the Probate Court of said County J. B. Wiggins Senr.  
who acknowledged that he signed sealed and delivered the foregoing Deed in  
the day and year and for the purposes therein specified as his act and due

Given under my hand and Seal of Office  
at Canton this 26<sup>th</sup> day of June A. D. 1840

Seal

John H. Cameron Clerk  
By Charles Serice A. C.

John Strocks } Recd for Record 22<sup>nd</sup> & Recorded 25<sup>th</sup> June 1840  
J. B. Wiggins } State of Mississippi  
Therophilus Wiggins } Madison County } Know all men by these presents  
that I John Strocks of the State and County aforesaid for and in consid-  
eration of the trust and confidence I have and repose in Therophilus  
Wiggins of the State and County aforesaid do hereby constitute & App-  
oint the said Therophilus Wiggins my lawful attorney in fact for  
me and in my name to control and manage all my business and to

Attest  
W<sup>o</sup> Sec.  
Collin Pearce

ack James M Baker Seal  
ack W<sup>o</sup> Austin Seal  
ack J<sup>o</sup> P McGimsey Seal  
ack C<sup>o</sup> F Alvino Seal  
ack William Gaines Seal

The State of Mississippi Personally appeared before me J<sup>o</sup> Flook an acting Justice of the Peace in and for said County the above named James M Baker, W<sup>o</sup> Austin, J<sup>o</sup> P McGimsey, C<sup>o</sup> F Alvino and William Gaines "the President & Council of the Farm of Sharon" who severally acknowledged that they signed sealed & delivered the foregoing deed as their act & deed on the day & for the purposes therein specified  
Given under my hand & seal this 15<sup>th</sup> day of February 1840  
J<sup>o</sup> Flook J<sup>o</sup> Seal

Hugh Caldwell Seal for Record & Recorded. 20<sup>th</sup> June. 1840  
In presence of  
State of Mississippi  
Madison County  
I know all men by these presents that I Hugh Caldwell and my wife Cynthia of the State & County aforesaid have consideration of the sum of six hundred dollars to me in hand paid by William M. White of the State & County aforesaid the receipt of which is hereby acknowledged do by these presents grant bargain sell & convey unto the said William M. White his heirs and assigns the following described tract or parcel of land (viz) The West half of the South West Quarter of Section Twenty Six Township Eleven North of Range No five East containing Eighty Acres more or less To have and to hold the above granted premises with the privilege & appurtenances thereunto belonging to the said William M. White his heirs & assigns to his & their use behoof forever. And the said Hugh Caldwell & my wife Cynthia for ourselves our heirs executors & administrators do hereby covenant with the said William M. White his heirs & assigns that we are lawfully seized in fee of the above granted premises & that they are free from all encumbrances that we have a good right to sell & convey the same to the said William M. White as aforesaid and that I my wife Cynthia our heirs executors & administrators shall warrant & defend the same against the lawful claims & demands of all persons. In witness whereof the said Hugh Caldwell & my wife Cynthia have hereunto set our hands & seals this twenty eighth day of October in the year of our Lord one thousand eight hundred thirty nine signed sealed & delivered  
Hugh Caldwell Seal  
Cynthia Caldwell Seal

in presence of  
State of Mississippi  
Madison County  
I Hugh A. H. Lawson an acting Justice of the Peace in and for said County do hereby certify that the within named grantor Hugh Caldwell personally appeared before me who acknowledged that he signed sealed and delivered the within deed for the purposes therein specified as his act and deed also Cynthia Caldwell wife of the grantor and who likewise granted appeared before me and being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed voluntarily without fear threat or compulsion on the part of her said husband. Given under my hand & seal  
1839  
H A H Lawson Seal

settle up with John Stone who is now acting as my agent and to sell  
 my business out of his hands and control and manage the same and the  
 power do hereby give all agency of said Stone and give all power whoso  
 he has by virtue of a power of attorney from me, to the said Theophilus W  
 Wiggins and thereby authorize and empower the said Wiggins to receive  
 of the said John Stone a full and final settlement and to take in hand all  
 my business and supervise and control the same to bring or defend any  
 suits at law that may at any time be necessary to promote my interests  
 and to exercise the same control and power over all my business and prop-  
 erty of every description as is now vested in said Stone or that I could do my-  
 self and for these purposes to use my name and seal when necessary  
 and to all other things necessary to carry out the foregoing power and I  
 hereby ratify and confirm whatsoever my said attorney may do in the  
 premises in as full and perfect a manner as if I myself were present and  
 doing the same. As witness my hand and seal this 12th day of May  
 1840.

John Shrock

In presence of Thomas Griffin  
 The State of Mississippi  
 Madison County

Personally came before me, W. P. Davis an Act-  
 ing Justice of the Peace in & for said County the  
 above named John Shrock who acknowledged that he signed sealed &  
 delivered the above power of attorney as his own act & deed for the use  
 & purposes therein mentioned the day & year therein written  
 Given under my hand & seal this 12th day of May 1840  
 W. P. Davis J. P.

James W. Cubank. } Recd for Record & Recorded June 25<sup>th</sup> 1840  
 Power of Attorney } State of Mississippi  
 Benjamin Little } Madison County } I know all men by these presents  
 that J. W. Cubank of the County and State aforesaid have ordained  
 constituted and appointed and do by these presents constitute and appoint  
 Benjamin Little my true and lawful attorney for me and in my name  
 to sell and dispose of my negr girl Susan for me and in my name  
 and execute a Bill of Sale and Conveyance with warranty as fully and  
 completely and to have the same effects to all intents and purposes as  
 if I myself were personally present and to execute the same. In witness  
 whereof I have hereunto set my hand & seal this the 25th June 1840  
 J. W. Cubank Seal

The State of Mississippi } Personally appeared before me John J. Cameron  
 Madison County } Clerk of the Probate Court of said County James W.  
 Cubank who acknowledged that he signed sealed and delivered the  
 foregoing power of Attorney in the day and year and for the purposes  
 therein set forth as his act and deed.  
 Given under my hand & seal of Office  
 at Canton this 25th day of June 1840  
 John J. Cameron Clerk  
 Charles Serrey J. P.

Seal

Ephraim M. Dexter Recd for Record & Recorded June 26<sup>th</sup> 1840

In Presence of Trust

Langherty & Pass Trusts This deed witnesses that Julius C. Alford is security for Ephraim Dexter in a joint note given by both of them to Sidney Bass for One hundred and fifty dollars dated some time in February 1840 due the first of January 1841 also and account which the said Julius C. Alford holds against the said Ephraim Dexter for One hundred dollars or thereabouts to fall due the first of January 1841 and the said Dexter is willing to secure his said security also the said debt which the said Julius C. Alford holds against the said Dexter for the above mentioned accounts against all injury in consequence of his liabilities as security for the said Dexter also the said debt which the said Alford holds against the said Dexter to that end. And consideration of the foregoing premises the said Dexter has bargained and sold and by these presents does convey transfer, assign, and set over - Samuel Bellangherty & Sidney Bass the following property namely Fourteen head of Cattle, Nineteen head of hogs - One Clock. One set of Carpenters Tools and Work Bench one horse and Cart also two Feather Beds in trust however that if the said security of said Ephraim Dexter should at any time to pay any money on his liabilities for him then it shall be the duty of said Trustees either of them to sell any or all of the above mentioned property at public sale at some suitable place in the County of Madison Mississippi having giving twenty days notice previous to sale in some newspaper published in the County in which the sale may be and for prompt payment in cash and make title to the purchaser and apply the proceeds to indemnify the security and the securing of the above mentioned debt to the said Julius C. Alford first paying expenses and if there be any over after paying all the above mentioned liabilities and expenses if there be a surplus to be paid over to said Ephraim Dexter In testimony of all which the undersigned has hereunto subscribed his name and affixed his seal this 24<sup>th</sup> day of June 1840 until default the property to remain with the said Ephraim Dexter

June 24<sup>th</sup> 1840

E. M. Dexter Seal

The State of Mississippi Personally appeared before me John Hamner Madison County Clerk of the Probate Court of said County Ephraim M. Dexter who acknowledged that he signed sealed & delivered the foregoing Recd. of Trust on the day and year & for the purposes therein mentioned as his act and deed - Given under my hand & seal of Office

at Canton this 26<sup>th</sup> day of June A.D. 1840

Seal

John Hamner Clerk  
By Charles Serier De

David H. Beside Recd for Record & Recorded June 27<sup>th</sup> 1840

In Bill Sale

Saml. Porter I know all men by these presents that J. Dargie & Co of the County of Attala and State of Mississippi have on the day of the

date of this presents bargained sold and delivered unto Samuel Porter of the County of Madison in the State aforesaid the following named Negro (viz) John Timian & Lucy for the consideration of one thousand Dollars to me in hand paid by the said Samuel Porter the receipt whereof is hereby acknowledged have given granted and sold and by these presents do give, Grant, sell and deliver unto the said Samuel Porter the aforesaid Negroes (John Timian & Lucy) his executors administrators and assigns the same to have and to hold as his own property for his own use and benefit from henceforth and forever and the said David McLeod as aforesaid do bind myself to defend the lawful claim or claims that may come against said Negroes named as aforesaid. In Witness whereof the said David McLeod have this day hereunto set my hand with my seal affixed, this 27<sup>th</sup> day of June A.D. 1840.

Witness William E. Gillespie.  
Jesse Lewis.

David McLeod. Seal

State of Mississippi } Personally appeared before the undersigned  
Madison County } Justice of the Peace for said County the above named  
David McLeod, who acknowledged that he signed sealed and delivered  
the foregoing Deed as his act and deed and for the purposes therein  
mentioned given under my hand and seal this 27<sup>th</sup> day of June  
1840  
Henry White J. Peace

N. F. Smith } Recd for Record & Recorded June 27<sup>th</sup> 1840  
J. F. McLeod }  
Jackson Smith's Recd. Canton Miss. June 12<sup>th</sup> 1840 of Jackson Smith  
Five hundred and fifty Dollars in full for a Negro boy named J. F.  
aged about Thirteen years whom I warrant to be a slave for life  
and entirely sound and healthy  
Witness  
John G. Otto

N. F. Smith —

The State of Mississippi } Personally appeared before me John  
Madison County } J. Cameron Clerk of the Probate Court of said  
County John G. Otto who being duly sworn deposed and said that  
N. F. Smith whose name is signed to the within Bill of sale acknowl-  
edged that he signed & delivered the same for the purposes therein  
mentioned and that he John G. Otto subscribed his name as a witness  
thereto at the request and in the presence of the said N. F. Smith  
given under my hand & seal of Office at  
Canton this 27<sup>th</sup> day of June A.D. 1840

Seal

John Cameron Clerk  
by Charles Perinall

M M Hensborough. Fees for Record Recorded June 29<sup>th</sup> 1841  
 2-3 Deeds 3 State of Mississippi  
 Alex<sup>r</sup> H. Pinkins Madison County 3 Know all men by these presents that I, Mordecai M. Hensborough for and in consideration of Five hundred — to me in hand paid by Alex<sup>r</sup> H. Pinkins of the State of Mississippi and County of Madison — the receipt whereof I do hereby acknowledge, hath granted bargained sold and quit claimed and by these presents do grant bargain sell and quit claim unto the said Alex<sup>r</sup> H. Pinkins and to his heirs and assigns forever all of my right, title interest estate claim and demand both at law and in equity <sup>and</sup> in my possession as in expectancy of in and to all that certain farms or pieces of land situated and described as follows (viz) the undivided half of the South East Quarter of the E half of the S.W. Quarter of Section Eleven & the half of the S.E. Quarter of Section Thirteen all in Township Eight Range Three East containing by estimation in all Two hundred & Sixty Acres or the same more or less together with all and singular the hereditaments and appurtenances thereto belonging In witness whereof I hereunto set my hand and seal this the twenty first day of April A.D. One thousand Eight hundred and forty.

Mordecai M. Hensborough Seal

The State of Mississippi 3 This day personally appeared me the Madison County 3 I, the undersigned Justice of the Peace for said County Mordecai M. Hensborough who acknowledged that he signed seal and delivered the within deed for the consideration therein mentioned Given under my hand Seal this 24<sup>th</sup> June 1841

Charles Moore J.P. Seal

James Brown. Fees for Record Recorded 29<sup>th</sup> June 1841  
 1-3 Deeds 3  
 Allen G. Alsworth This Indenture made and entered into this Fifteenth day of June in the Year of our Lord One thousand Eight hundred and Forty between James Brown of the County of Madison and State of Mississippi of the one part and Allen G. Alsworth of the County and State aforesaid of the other part witnesseth that the said James Brown for and in consideration of the sum of one hundred dollars to him in hand paid by the said Allen G. Alsworth at and before the executing and delivery hereof hath bargained sold aliened and confirmed and by these presents do grant bargain sell alien and confirm unto the said Allen G. Alsworth his heirs and assigns forever all that tract or parcel of land lying and being in the County of Madison and State aforesaid known and designated as follows or beginning at a Post Oak Post about one quarter of a mile from the North East Corner of Section Twenty nine Township nine Range two East the running due west on the section line Two hundred and ten feet to a Post Oak Post thence South One hundred and Forty yards to a

Oak Post thence East Two hundred and Ten Yards to a Post Oak Post -  
 thence North One hundred and Forty yards to the place of beginning, contain-  
 ing in all six acres to have and to hold the said Tract or Parcel of Land  
 as above described with all and singular the premises thereunto belonging  
 or in any wise appertaining unto the said Allen G. Alsworth his heirs  
 and assigns forever and the said James Brown for himself his heirs  
 and assigns Covenant and agrees to and with the said Allen G. Alsworth  
 the his heirs and assigns to warrant and forever defend the title  
 to the said Tract or Parcel of Land from himself his heirs assigns and  
 from the claim or claims of all and every other person or persons whatso-  
 ever unto the said Allen G. Alsworth his heirs and assigns forever  
 In testimony whereof I have hereunto set my hand and seal this  
 day and year first above written

James Brown Seal

John Montgomery

The State of Mississippi Personally appeared before me John Cameron  
 Madison County Clerk of the Probate Court of said County James  
 Brown who acknowledged that he signed sealed and delivered the fore-  
 going Deed on the day and year and for the purpose therein men-  
 tioned as his act and deed. Given under my hand and seal of

Office at Clinton this 29<sup>th</sup> day of June 1840  
 John Cameron Clerk  
 By Charles Serrey Sde

Seal

John Munn Rec<sup>d</sup> for Record & Recorded July 1<sup>st</sup> 1840

Resolved of Assignment  
 Henderson Montgomery This Indenture made the first day of July  
 in the year of our Lord One thousand Eight hundred and forty between John  
 Munn of the County of Madison and State of Mississippi of the one part  
 and George Henderson and Eli T. Montgomery of the same County and  
 State of the other part. Whereas Joseph Mick late of the County and State  
 aforesaid since deceased did possessed of a large personal Estate a considerable  
 portion of which it is thought will remain after the payment of his just  
 debts and descend to his heirs and the said John Munn being now de-  
 married and being desirous to secure to his wife Mary (John Munn's  
 is the daughter of the said Joseph Mick) and her heirs by the present  
 marriage so much of the said personal Estate of her said father as may  
 so remain and descend to her as her portion or distributive share of said  
 Estate as aforesaid. Now This Indenture witnesseth that the said  
 John Munn as well for and in consideration of the marriage had and solemn-  
 ized them and the love and affection which he bears to his said wife as  
 of the sum of One dollar which in hand paid the receipt whereof is hereby  
 acknowledged hath given granted conveyed assigned transferred and trans-  
 and by these presents doth give grant convey assign transfer and deliver  
 to the said George Henderson and Eli T. Montgomery their Executors and  
 Administrators all the right title claim and interest of in and to all and every

part or portions of the personal property of and belonging to the Estate of the said Joseph Meek which may attach or in any manner accue to him by virtue of any marital rights as husband of the said Mary Jane under the descent to her. as aforesaid whether the property as descending shall consist of chattels personal or choses in action which may remain after the final settlement of said Estate and descend to his said wife or her distributive share thereof as aforesaid To have and to hold all such chattels personal or choses in action of the Estate of the said Joseph Meek. as may so remain and descend to the said Mary Jane Mumm as aforesaid to the said George Henderson and Eli P. Montgomery their Executors and Administrators upon the trusts and to the uses and intents and purposes hereinafter expressed limited and declared and for no other uses intents or purposes whatsoever — That is to say to have and to hold the said distributive share of the said Mary Jane Mumm when declared and set apart to her from the Estate of her said Father as aforesaid to the separate and exclusive use of her the said Mary Jane Mumm and her heirs by the present marriage and the proceeds profits and emoliments accruing or in any manner arising therefrom to pay dispose of and appropriate in such manner as the said Mary Jane Mumm may direct and appoint and the said trustees are hereby empowered to sell or dispose of said distributive share at any time and in any manner as the said Mary Jane Mumm may direct. In testimony whereof I have hereunto set my hand and affixed my seal the day and year above written

John Mumm Seal

State of Mississippi Personally appeared before the undersigned Justice of the Madison County Peace for said County the within named John Mumm who acknowledged that he signed sealed and delivered the foregoing Deed as his act and deed on the day and for the purposes therein mentioned —  
 Given under my hand and seal this 11<sup>th</sup> July A.D. 1840  
 Henry White J.P. C.D.

Att. Hancock; Justice of Peace for Record July 2<sup>nd</sup> & Recorded July 2<sup>nd</sup> 1840  
 To 3 Deed.

John R. Briggs Whereas Thomas Sanders and Charlotte L his wife made their certain Deed in trust on the Twelfth day of June in the year of our Lord Eighteen hundred and Thirty seven to beare Nicholas W. Ford, Edward Ford and William F. Markham late partners under the firm and style of Ford Markham for certain sums of money and whereas John G. G. and John B. Hancock are Trustees and said Deed in trust is recorded in the proper Office in Madison County in Book E. on pages 30, 31, 32 and 33 and whereas the said Ford Markham of Co. assigned and transferred their right, title and interest in and to said Deed in trust to the Commercial and Rail Road Bank at Vicksburg and at the request of both Ford Markham & Co. and the assigned of said Bank the said John G. G. and John B. Hancock Trustees as aforesaid on the twenty third day of May A.D. 1840 advertised



the property mentioned & described in said Deed in Trust for  
 for sale for ready money and the said sale to take place on the first day  
 of July A.D. 1840 in the Town of Canton in Madison County State of Mississippi  
 between the hours of 10 and 12 o'clock. And it appearing clear and manifest  
 to the said Ford Mackham of the said Commercial Rail Road Bank  
 & to the said John G. Ott & John B. Horcott Trustees as aforesaid, that one Charles  
 W. Allen had died & under said Deed in Trust upon the property of the said  
 Thomas Sanders and that the said Charles W. Allen had heretofore sold  
 the property so conveyed to him mentioned in his dead instrument, and that  
 the following described property was all that could be sold by the said John  
 G. Ott & John B. Horcott Trustees as aforesaid under the said Deed in Trust  
 therefore on the first day of July in the year of our Lord Eighteen hundred  
 and Forty the said John G. Ott and John B. Horcott Trustees as aforesaid  
 proceeded to sell to the highest bidder for cash the following negro slaves for life  
 each separately as here set down to wit Mary and Clark her child, Governor  
 Moses, Bill, Sophia, Henry, Alfred her first children, Peter, Mary, Nancy  
 Peter her child, Minerva, Sammy, Pristo, John, John, Nancy, Moses Clark,  
 Pristo, Amy, her five children; Lorinda her three children, Stephen, Bob,  
 Fanny, and Betty, together with following described lands lying and  
 being in the County of Madison State aforesaid to wit bounded on the  
 North by the lands belonging to the Estate of Madwell Sanders deceased -  
 on the West by the said - on the South by lands of Dr. Passmore and the  
 Irish tract - and on the East by the lands of Daniel Southland, con-  
 taining Ten hundred and Forty five acres more or less, Also their right,  
 title, claim and interest in an undivided moiety of the lands belonging  
 to the Estate of Madwell Sanders deceased - and on which the said Madwell  
 Sanders resided prior to his death, Also the lot in which said Thomas  
 Sanders formerly resided in Madisonville Madison County containing Ten  
 Acres. The above described land and negroes having been sold in pur-  
 suance of said Deed in Trust, by the said John G. Ott & John B. Horcott  
 as trustees on the first day of July aforesaid and John R. Grigsby having  
 become the highest bidder for the same. Now therefore in consideration of the  
 premises and for the sum of Nine thousand Eight hundred and Eighty  
 four Dollars and Fifty cents by the said John R. Grigsby in hand paid  
 to the said John G. Ott and John B. Horcott Trustees as aforesaid the  
 receipt whereof is hereby acknowledged before the sealing & delivery of these  
 presents have this day bargained sold & delivered, and by these presents he  
 bargain sell convey and deliver unto the said John R. Grigsby his heirs  
 and assigns forever the above named and described property and the interest  
 of the slaves, To have and to hold unto the said John R. Grigsby his heirs  
 Executors Administrators or assigns to his only use and behoof the above  
 named slaves and their increase together with the lands aforesaid. For  
 ever. By my such title however as that by which the said Thomas  
 Sanders and Charlotte his wife or the said John G. Ott and the  
 said John B. Horcott Trustees as aforesaid might or could hold the  
 same conveying hereby all such right title and interest as the

said Thomas Sanders. Charlotte L his wife & John Galt & John B  
Warrett could or did have and to the same and warranted to be  
defended In testimony whereof we hereunto set our hands & Affix  
our seals this first day of July A.D. 1840.

John Galt Seal  
J. B. Warrett Seal

The State of Mississippi Personally appeared before me John T.  
Madison County. Cameron Clerk of the Probate Court of said County  
John Galt and John B. Warrett who severally acknowledged that they  
signed sealed and delivered the foregoing deed on the day therein  
stated and for the purposes therein mentioned in their said deed  
as Trustees

Given under my hand Seal of Office  
at Canton this 2<sup>nd</sup> day of July A.D. 1840

Seal

v v v

John T. Cameron Clerk  
By Charles Severin

Sam Hamblen Sheriff Peer for Record. Recorded July 6<sup>th</sup> 1840.  
By J. Reed

Tullius C. Tupper This Indenture made and entered into 20<sup>th</sup> day  
of April Anno. Domini. Thousand Eight hundred and Forty  
between Samuel Hamblen Sheriff of Madison County Mississippi  
of the first part and Tullius C. Tupper of the second part witnesses  
that whereas judgment was rendered by the Circuit Court of the  
County of Madison aforesaid against John H. Walker and Saml M.  
Flournoy in the following case viz at the October Term 1838 of said Court to wit  
James Pigg vs John H. Walker & Saml M. Flournoy for \$646.<sup>100</sup>  
Richard M. Brown vs Samuel Flournoy et al \$1808.57 & John A. Lowrey vs Saml  
P. Sheldon & Saml M. Flournoy as garnished \$1386.97 with interest at the  
rate of eight per cent per annum from date until paid and cost of suit And  
whereas writs of Fieri Facias issued from the Office of the Clerk of Circuit Court  
aforesaid directed to the Sheriff of Madison County aforesaid commanding him  
that of the goods and Chattel lands and tenements of the aforesaid John  
Walker & Saml M. Flournoy he cause to be made the sum of money mentioned  
in said writ of Fieri Facias to render to the said plaintiff at the May Term  
A.D. 1840 of said Court and the said Sheriff in conformity of the command of  
said writ proceeded on the 11<sup>th</sup> day of February A.D. 1840 to levy the aforesaid  
writ of Fieri Facias on the following described tract or parcel of land as  
the property of the aforesaid Defendants lying and being in the County  
of Madison aforesaid known and known and designated as the East  
half of the South West quarter of section number Twenty Township N<sup>o</sup> 9 of  
Range 3 East containing by estimation 80 acres or the same more or  
less and the said Sheriff proceeded to advertise the same for Thirty days  
previous to the 20<sup>th</sup> day of April A.D. 1840 in the Madison Whig Advocate  
a public news paper printed in the Town of Canton Miss the aforesaid  
land for sale at the Court House door in the Town of Canton aforesaid and  
the said Samuel Hamblen Sheriff as aforesaid also proceeded on

the 20<sup>th</sup> day of April A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for cash and Tullius Supper appeared and bid Two Dollars and 1 Cent per acre which was more than any other person did or would bid nor therefore for and in consideration of the aforesaid sum of Two Dollars and 1 Cent per acre to me in hand paid the receipt of which is hereby acknowledged I Samuel Hamblen Sheriff as aforesaid by virtue of the Authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid T. Supper all the right title interest and claims of the aforesaid S. M. Flournoy in and to the aforesaid tract or parcel together with all and singular the appurtenances thereunto belonging in any wise appertaining to have and to hold the same forever from the said Samuel Flournoy his heirs Executors and Administrators.

In Testimony whereof I have hereunto set my hand and affixed my seal the day and year first written.

Samuel Hamblen Sheriff

This State of Mississippi Personally appeared before me John T. Cameron Madison County Clerk of the Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the foregoing deed on the day and for the purposes therein mentioned as his act and deed as Sheriff of said County

Given under my hand Seal of Office at Canton this 6<sup>th</sup> day of July A.D. 1840  
John T. Cameron Clerk  
By Charles Surier De

Seal

Samuel Hamblen Sheriff Per for Record. Recorded July 6<sup>th</sup> 1840  
In 3<sup>rd</sup> Reed  
Samuel T. Hamster This Indenture made and entered into 5<sup>th</sup> day of May Anno Domini One thousand Eight hundred and Forty between Samuel Hamblen Sheriff of Madison County Mississippi of the first part and Samuel T. Hamster of the second part witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against Lewis Campbell et al in the following case viz at the October Term 1837 of said Court to wit Saml<sup>r</sup> Mitchell vs Lewis Campbell et al for the sum of \$326.60 per cent interest at the rate of eight per cent per annum from date until paid and costs of suit and whereas writs of fieri facias issued from the office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that of the goods and Chattels lands and Tenements of the aforesaid Campbell he cause to be made the sum of money mentioned in said writs of fieri facias to be tendered to the said plaintiff at the May Term A.D. 1840 of said Court and the said Sheriff in conformity of the command of said writs proceeded on the 2<sup>nd</sup> day of April A.D. 1840 to Levy the aforesaid writs of fieri facias on the following described tract or parcel of land as the property of

The aforesaid Defendant lying and being in the County of Madison aforesaid known as Lot No. 1 in Square No. one in the Plat said Town of Canton containing by estimation 1/4 Acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the 5th day of May A.D. 1840 in the Madison Whig Advocate a public newspaper printed in the Town of Canton Mississippi the aforesaid land for sale at the Court House door in the Town of Canton aforesaid and the said Samuel Hamblen Sheriff as aforesaid also proceeded on the 5th day of May A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and Saml. Feamster appeared and bid One hundred and Ten Dollars and for lot which was more than any other person did or would bid nor therefore for and in consideration of \$101.00 Dollars and to me in hand paid the receipt of which is hereby acknowledged I Samuel Hamblen Sheriff as aforesaid by virtue of the Authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Feamster all the right title interest and claim of the aforesaid Campbell in and to the aforesaid tract or parcel of land together with all and singular the Appurtenances thereunto belonging in anywise appertaining to have and to hold the same forever from the said Lewis Campbell his heirs Executors and Administrators In Testimony whereof I have hereunto set my hand and affixed my seal the day and Year first written

Sam Hamblen Sheriff

The State of Mississippi Personally appeared before me John T Madison County Clerk of the Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the foregoing Deed on the day and for the purposes therein mentioned as his act and deed as Sheriff of said County

Given under my hand and Seal of Office at Canton this 6th July 1840  
John T Cameron Clerk  
By Charles Serier. De

Burruss Haley Rec<sup>d</sup> for Record. Recorded July 6<sup>th</sup> 1840

No 3 Deed  
William Austin This Indenture made and entered into this 13<sup>th</sup> day of June in the year of our Lord Eighteen hundred and Forty between Burruss Haley and Alice M. Haley his wife of the County of Madison and State of Mississippi of the first part and Wm Austin of the County State aforesaid of the second part witnesseth that for and in consideration of the sum of One thousand Seven hundred Dollars to them in hand paid the receipt whereof is hereby Acknowledged. The said Burruss Haley and Alice his wife have this day given granted bargained sold & conveyed unto the said Wm Austin and by these presents do give grant bargain sell & convey to the said Wm Austin

his heirs and assigns all that tract or parcel of land situate, lying and being in Madison County (formerly of Wards County) Mississippi known & designated as the North half of East half of South East Quarter Section Twenty Range 1 & also East half South West Quarter Section Twenty Range 1 & also West half of South West Quarter Section One and South half of West half of North West Quarter of Section Two also North half of West half of North West Quarter of Section Two also East half North West Quarter and North half of East half of South West Quarter and North half of West half of South East Quarter of Section Two all in Township Seven Range One East containing Four hundred and Forty three Acre more or less I have and I hold the aforesaid tract or parcel of land together with all and singular the rights hereditaments and appurtenances thereto belonging or in anywise appertaining to and the said Burruss Healey & Alice his wife do warrant and will forever defend the right and title of said land against themselves their heirs Administrators and assigns or any persons claiming uncles so far as the title in us is vested by virtue of deed of conveyance made by trustees Austin & M. Powell predicated in a Deed of Trust made by Thomas M. Powell to Buchanan Hagan & Co. dated 18<sup>th</sup> day December 1836 and recorded in Clerk's Office of Madison County Miss. Book No. Page 257855 to him the said W. J. Austin his heirs and assigns forever. In testimony whereof we the said Burruss Healey and Alice M. Healey his wife have set our hands and affixed our seals this 13<sup>th</sup> day June 1840.

Burruss Healey Seal  
 Alice M. Healey Seal

State of Mississippi Personally appeared before me J. F. Flood an Act-Madison County being Justice of the Peace in and for said County Burruss Healey and Alice his wife and acknowledged that they signed sealed and delivered the foregoing deed of conveyance in the day and year therein mentioned as their act and deed and Alice M. Healey having been examined before me separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her husband Given under my hand and seal this 13<sup>th</sup> day of June 1840.

J. F. Flood J. P. Seal

Sam. Hamblen wife Rec<sup>d</sup> for Rec<sup>d</sup> May 1<sup>st</sup> Recorded July 1<sup>st</sup> 1840

To 3<sup>rd</sup> Part John Hamblen. This Indenture made and entered into the 20<sup>th</sup> day of April A.D. 1840 by and between Samuel Hamblen and Bethe Hamblen of the first part of the County of Madison State of Mississippi and John Hamblen of the second part of the County of Madison and State of Alabama Witnesseth That the said party of the first part for and in consideration of the sum of Two thousand Dollars to them in hand Well and truly paid by the said party of the second part

at and before the sealing and delivery of these presents the receipts whereof is hereby acknowledged have granted bargained and sold and by these presents do grant bargain sell and convey unto the said party of the second part his heirs and assigns forever all the right title interest and claim of the said party of the first part of in and to the following described tract or parcel of land situated lying and being in the County of Madison and State of Mississippi to wit The North 1/2 of the North West 1/4 of Section 36 - the South West 1/4 of Section 25 - the West half of the South East 1/4 and the North 1/2 of the East 1/2 of the South East 1/4 of Section 25 the South half of the East 1/2 of the South East 1/4 of Section 26 - (except 1.00 acre - off the South West corner of the North half of the West 1/2 of the North West quarter of Section 36) all in Township N 11 Range 4 East To have and to hold the above described tract or parcel of land together with all and singular the hereditaments and Appurtenances thereunto belonging or in anywise appertaining unto 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 agree to and with the said party of the second part his heirs Executors administrators and assigns that they are well seized in fee of the above granted premises that they have good right and lawful Authority to sell and convey the same in manner and form aforesaid that the said premises are conveyed free and quit of all incumbrances and that they will and their heirs Executors and Administrators shall warrant and defend the title to the above described and hereby granted premises with the Appurtenances from and against themselves their heirs and from and against all and every other person or persons whatsoever either lawfully claiming or to claim said premises or any part thereof unto the said party of the second part his heirs and assigns forever by these presents.

In Testimony whereof the said Samuel Hamblen and Delitha his wife party of the first part have hereunto set their hands and affixed their seals the day and year first above written Signed sealed & delivered in presence of

Sam Hamblen Seal  
Delitha Hamblen Seal

The State of Mississippi Personally appeared before me Henry White an Madison County Acting Justice of the Peace in and for said County the above named Samuel Hamblen and Delitha his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and in the year therein mentioned as their act and deed and Delitha the wife of the said Samuel Hamblen on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said deed as her voluntary act and deed freely and without any fear threats or compulsion of her said husband given under my hand and seal this 30<sup>th</sup> day of April A.D. 1840.

Henry White J.P.

Mary McWilliams Per for Record. 6<sup>th</sup> Recorded. 7<sup>th</sup> July 1840  
 In Presence of Attorney  
 William Handeman Know all men by these presents that Mary McWilliams of the County of Williamson in the State of Tennessee do hereby constitute and Appoint and by these presents do constitute and Appoint William Handeman of the County of Madison in the State of Mississippi my true and lawful Attorney for me and in my name to conduct and manage all my business in the State of Mississippi to sign my name in the returns of such notes drafts or Bills of Exchange as I may now or hereafter may think necessary to be received and in the contracting of such other debts as he may think necessary in the state of my affairs in the State of Mississippi to conduct and manage my plantations in Madison County in the State of Mississippi to contract debts in my name and on my credit for the support and necessary expenses of said plantations to receive money and receipts therefor and to perform the duties and exercise the powers of a general agent in conducting my business as aforesaid in the State of Mississippi. And I do hereby ratify all the acts of my said Attorney in the premises in as full and ample a manner as if I had personally present and acting for myself. In Testimony whereof I have hereunto set my hand and affixed my seal this fifteenth day of June A.D. 1840.

The State of Tennessee is

Personally appeared before me Lemuel B. McCoin Clerk of the County Court of Williamson County in the State of Tennessee aforesaid Mary McWilliams the foregoing bargainer with whom I am personally acquainted and who acknowledged that she executed the within paper of Attorney for the purposes therein contained.

Seal

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at Office this 15<sup>th</sup> day of June A.D. 1840  
 L. B. McCoin

The State of Tennessee is

I Gilbert Marshall Chairman and presiding Magistrate of the County Court of Williamson County in the State of Tennessee aforesaid do certify that Lemuel B. McCoin who has given the above attestation is Clerk of the County Court of Williamson County aforesaid and was such at the date thereof that full faith and credit are due to his official acts as such that said attestation in due form and that the signature of Lemuel B. McCoin to the same is genuine. Given under my hand and seal this 16<sup>th</sup> day of June 1840  
 Gilbert Marshall Seal

Henry A. Garrett Trustee, Per for Record. 8<sup>th</sup> Recorded. 9<sup>th</sup> July 1840

In Presence of  
 Thomas C. Robbins This Indenture made and entered into this twenty fifth day of April 1840 between Henry A. Garrett Trustee of the one part and Thomas C. Robbins of Tiptonburg of the other part, witnesses that whereas

heretofore lived on the 30<sup>th</sup> day of December 1836 Edmund P. Anderson  
 executed to said Henry & Garrett a Deed of Trust to secure certain debts  
 therein mentioned payable to a certain Hector McNeill for the several  
 amounts and at the several times in said Deed of Trust mentioned, which  
 said Deed of Trust conveyed to said Henry & Garrett Truited as aforesaid  
 a certain tract of land of Thirtind hundred Acres more or less in the County  
 of Madison and a certain number of negroes in said Deed named and  
 described all which will more fully appear by reference to said Deed of Trust  
 executed by said Henry & Garrett, Edmund P. Anderson and said Hector  
 McNeill on the said 30<sup>th</sup> day of December 1836 and duly and properly  
 Recorded in the office of the Clerk of the Probate Court of Madison County  
 in Book of Deeds C. Pages 51, 52, 53, 54, 55 & 56, And whereas by said Deed  
 of Trust it was provided that upon the failure of said Anderson to pay  
 any of said debts or promissory Notes as they fell due it should be the duty  
 of the Truited upon a proper requisition to take said property into possession and  
 proceed to sell the same or so much thereof as shall be necessary to satisfy any  
 such debts interest and all necessary costs and charges to the highest bidder for  
 cash at auction the premises after having given Thirty days notice of the time  
 and place of sale in some newspaper published in Jackson and One in  
 Vicksburg Mississippi and make to the purchasers of said property good and  
 sufficient Deeds of conveyance and Bills of Sale And whereas three of said  
 Notes for six thousand and two hundred & fifty Dollars each, due on the  
 1<sup>st</sup> of January 1838 and three of the same amount due on the 1<sup>st</sup> of Jan-  
 uary 1839 and one of said Notes for \$6250 due on the 1<sup>st</sup> of January 1840 were  
 before they became due transferred to the Commercial and Rail Road Bank  
 of Vicksburg by the said Hector McNeill which said several Notes the said  
 Anderson his heirs executors or administrators wholly failed to pay or any interest  
 thereon but made default in the payment thereof when and wherever they  
 became due and whereas the said Hector McNeill and said Commercial  
 and Rail Road Bank heretofore required me in writing under the hand  
 of said McNeill and of the President of said Bank to proceed to take said prop-  
 erty into possession and sell the same or so much thereof as should be necessary to  
 pay said debts interest & charges in pursuance of which I said Truited did so  
 said property into possession and having duly advertised in a newspaper  
 published in Vicksburg and one published in Jackson Mississippi Thirty  
 days before the 10<sup>th</sup> day of April 1840 that I should in pursuance of said  
 Deed of Trust upon the premises on the said 10<sup>th</sup> day of April 1840 proceed to  
 sell said property or so much thereof as might be necessary to pay said debts  
 interest and charges on which said 10<sup>th</sup> day of April 1840 upon the premises -  
 aforesaid I offered and exposed the said property to public sale to the highest  
 bidder for cash and sold the following of the Negroes to Thomas C. Robbins he being the  
 highest and best bidder therefor as they were severally offered for sale to wit:  
 Andy, Nelly, Emily, Patsy, Milloughby and Junny for six hundred dollars  
 Charles, Melinda, & Zebanias debild for three hundred dollars Luke, Milley  
 and Nanny a child for three hundred dollars; Henry, Junny & Eli debild  
 for three hundred dollars. Instead Edy & Dick John and several children



for Thirteen hundred Dollars, Peter, Mimad & Julian Child for Three hundred Dollars, Sam. Armonia & Child Paula & Manfer Four hundred Dollars, each, Moring, John & Delpha & Mary Childers for Five hundred Dollars, Charles Jr. for One hundred dollars Eliza Williams her Child for One hundred Dollars, Joe for One hundred dollars, Casan Sr. Casan Jr. Fisher, Syra, old Hanna, Sarah, & Child Jimmy for Three thousand dollars, Captain for One hundred dollars Mary for Five hundred dollars Fossil for Five hundred & fifty Dollars, Gallah & Conny, Perna, Ann, Malissa & Ben her child for Five hundred dollars, Also I sold to said Robbins he being the highest & best bidder Three hundred and Twenty acres — more or less being that part undisputed, for One Dollar and Seventy five cents per acre also the 60 acres in dispute with Thomas Hardeman at \$1.25 per acre for a more particular description of all which reference is made to the deed of Trust, From therefore Henry & Harrett Trustee as aforesaid by virtue of said deed of Trust & in consideration of the said several sums of money so well paid by said Robbins do hereby sell and convey to said Robbins his heirs executors and administrators the aforesaid land and Slaves to have & hold the same as fully and amply as by said deed of Trust I am authorized to sell and convey. In Witness whereof I hereunto set my hand & seal, this day first written.

Witness  
J. Roach.  
Color Killaren

Henry Harrett  
Trustee

The State of Mississippi Personally appeared before me William Mark Madison County, Esq. County Clerk of the Circuit Court of the County aforesaid the above named Henry Harrett Trustee who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Seal

Given under my hand and seal of Office at Canton in the County aforesaid this 8th day of July 1840  
Wm. Montgomery, Clerk

Thomas M. Griffin Secy for Record & Recorded 9th July 1840  
To 3 Power of Attorney, State of Georgia  
Thomas Griffin Senr. Corveta, Leubly & Morrell men by these presents that I Thomas M. Griffin of the County and State aforesaid have made constituted and appointed and by these presents do make constitute and appoint and in my place and stead put and depu'te Thomas Griffin Senr of Madison County State of Mississippi my true and lawful attorney for me and in my name place and stead to grant bargain and sell the following Negroes viz Peter a man about thirty years old Ann a woman about twenty six years old, Betty a Girl eight years old, Bob a boy two years old and Harney a woman a boy twenty six years old with all my estate right and title therein unto such person or persons and for such price or prices as he shall think proper and also for me in my name place and stead and as my paper and deed to sign seal, deliver and acknowledge all such deed or deeds plain, yea, and

shall be necessary for the absolute granting and assuring of said Negroes  
 unto the purchaser or purchasers in fee simple giving and granting  
 unto my said Attorney by these presents my full and whole Power and  
 Authority in said Negroes to have use, and take all lawful ways and  
 means in my name for the purposes aforesaid and upon the receipt of  
 any such debts dues or sums of money or other sufficient discharge for me  
 and in my name to make, seal and deliver, and all and every act  
 or acts fitting or things in law whatsoever needful and necessary to be  
 done about said Negroes for me and in my name, to do execute and per-  
 form as fully and amply to all intents and purposes as I myself might  
 or could do if personally present, hereby ratifying holding firm and  
 effectual all whatsoever my said Attorney shall lawfully do about said  
 Negroes by virtue hereof, In Witness whereof I have hereunto set my  
 hand and seal this the sixth day of June in the year of our Lord  
 one thousand eight hundred and forty

Signed and sealed in the presence of 3 Thomas M. Griffin ESQ  
 J. W. H. Storey JP

Georgia I Joseph Williams deputy clerk of the Superior  
 Court of said County do hereby certify that William  
 H. Storey whose name appears to the foregoing letter of Attorney as a subscri-  
 bing witness is an acting Justice of the Peace in said County and State  
 and that full faith and credit ought to be had and given to his attesta-  
 tion as such and that the same is in due form of law, Given under  
 my hand and seal this the sixth (6) day of June one thousand  
 eight hundred and forty (1840)

Georgia I Samuel Echols one of the Justices of the Superior  
 Court of said County do hereby certify that Joseph Williams  
 whose name appears to the foregoing certificate is Deputy Clerk of the Superior Court of said County  
 and that full faith and credit ought to be had and given to his  
 attestation as such and that the same is in due form of law  
 Given under my hand and seal this the sixth (6) day of June  
 eighteen hundred and forty (1840)

Samuel Echols J. P. etc.

John Hamblen Received for Records June 1<sup>st</sup> 1839 Recorded July 10<sup>th</sup> 1840  
 In the deed of Gift  
 Sarah & John Hamblen To all to whom these presents may come I hereby  
 that for the natural love and affection that I bear to my two Grand Children  
 to wit, Sarah Hamblen and John Hamblen the two oldest children  
 of my son Samuel Hamblen I give and grant to the said Sarah and  
 John Hamblen Six Negroes to wit, Alick Lucy their two children to wit  
 Alick 27 years old Lucy twenty one years old Slicks & Mary Francis Stokes 2  
 years old & Mary Francis eight months old and Susan the child Catharine  
 Susan about 6 years old Catharine six years old together with the increase of

the above named negroes to them the said Sarah, Hambleton, and John Hambleton and their heirs for ever. I will never grant and defend the title against all persons whatever. And hereby deliver the said negroes to Samuel Hambleton to keep for his said two children until they come of age. Witness my hand and seal this 16<sup>th</sup> day of August 1836  
John Hambleton Seal

Witness  
Rich<sup>d</sup> B. Purdon  
State of Alabama. This day personally appeared before me Richard B. Purdon Madison County Clerk of the County Court of said County John Hambleton whose name is subscribed to the within deed of gift and acknowledged the signing sealing and delivery of the same for the purposes therein named. Given under my hand and seal this 14<sup>th</sup> day of May 1839  
Rich<sup>d</sup> B. Purdon Seal

The foregoing deed of gift was delivered into the office of the Clerk of the County Court of Madison County in the State of Alabama, for registration on the fourteenth day of May Eighteen hundred and Thirty nine and was duly registered on the fifteenth day of May Eighteen hundred and Thirty nine in Book P. Page 228 & seq.  
Rich<sup>d</sup> B. Purdon Clerk

Alexander Sneed Rec<sup>d</sup> for Record & recorded July 10<sup>th</sup> 1840.  
Jesse W. Horton Madison County This Indenture made the second day of July in the year of our Lord one thousand eight hundred and thirty seven Alexander Sneed and Anne Jane Sneed of the first part and Jesse W. Horton of the second part of the first part for and in consideration of six hundred dollars to us in hand paid the receipt and payment of which is hereby acknowledged have bargained sold and released and by these presents do bargain sell and release unto the said Jesse W. Horton all that piece parcel and tract of land known as the north half of the east half of the north east quarter of section Twenty one The north half west half of the north west quarter and the north half of the east half of the north west quarter of section Twenty two in Township Eleven Range two East containing one hundred and twenty acres more or less with all and singular the rights titles and interests therein belonging or in anywise appertaining to the said Jesse W. Horton to have and to hold the same and well Alexander Sneed and Anne Jane Sneed do bind ourselves our heirs administrators and Executors to warrant and forever defend the aforesaid premises unto the said Jesse W. Horton heirs and assigns forever against all persons lawfully claiming the same or any part thereof In Testimony whereof we have hereunto set our hands and affixed our seals on this day kind year therein written  
Alexander Sneed Seal  
Anne Jane Sneed Seal

The State of Mississippi Personally appeared before the undersigned for Madison County Clerk of the Peace in and for said County Alexander Sneed the grantor of the foregoing deed who acknowledged that he signed sealed and delivered the same on the day and year therein written for the

Purposes therein mentioned and that the same is his proper act and deed. Also Mrs Anne Jane Smeed wife of the grantor in a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the same freely voluntarily and of her own accord without any fear threats or coercion of her said husband on the day and year therein mentioned and that the same is her proper act and deed. Given under my hand and seal this 2<sup>nd</sup> day of July A.D. 1840  
 R. B. W. Fleming J.P. Seal

George W. Jones Received for Record & Recorded 13<sup>th</sup> July 1840  
 J. B. Will of Sale Canton June 17<sup>th</sup> 1840

John F. Cook Received of John F. Cook One thousand Dollars in full for Bay Horse Sir Polk by Stockholder Dam. by Imp. Eagle (formerly the property of John Walker) the right and title to which horse is hereby granted to said Cook as also the soundness of said horse Witness my hand and seal George Jones Seal

The State of Mississippi Personally appeared before me John J. Madison County Clerk of the Probate Court of said County George Jones who acknowledged that he signed sealed and delivered the foregoing Bill of Sale on the day and for the purposes therein mentioned as his act and deed. Given under my hand Seal of Office at Canton this 13<sup>th</sup> day of July A.D. 1840

Seal

John J. Cameron Clerk  
 By Charles Severin Ck

Lo. Latham Received for Record Recorded July 13<sup>th</sup> 1840  
 J. B. Will of Gift

Gerry & Benjamin Passmore For and in consideration of the sum of One Dollar to me in hand paid Liberty bequath transfer convey all of my right title interest and claim if any and to a certain negro Girl named Mary about ten years old unto Gerry Passmore and Benjamin Franklin Passmore sons and minors of Ellis P. Passmore dec. late of Madison Co Miss<sup>o</sup> to have & hold said slave forever for their own proper benefit use and behoof Witness my hand and seal the 15<sup>th</sup> June 1840

Lo Latham Seal

State of Mississippi Personally appeared before me John J. Madison County Clerk of the Probate Court of said County William A. Cairdine the witness to the above instrument who being duly sworn deposed and said that he saw Lo. Latham the grantor in the above instrument sign seal & deliver the same that he this subscribing witness signed his name as a witness thereto in the presence and at the request of said Latham

Given under my hand Seal of Office at Canton this 13<sup>th</sup> day of July 1840

John J. Cameron Clerk  
 By Charles Severin Ck

William Mc Gavin Marshal Rec<sup>d</sup> for Record & Recorded July 13<sup>th</sup> 1840

By 3 Bill Sale  
Lucy Simkins  
Rec<sup>d</sup> of Mr. Lucy Simkins Ten thou-  
sand Four hundred & Sixty five Dollars in full for nine negro slaves  
named as follows (viz) Bob, Clarissa, Mahala, Liz, Cynthia, Harriet  
and Moses, Man, Henry, & Sarah, Martha, all of which were sold by me  
this day as the property of the Adm<sup>r</sup> of S. Branch Dec<sup>r</sup> to satisfy execu-  
tion in favor of Martin Massant &c to me directed from the Honorable  
U. States Circuit Court at Jackson for the Southern District of Mississippi  
and thereby bargain sell and convey unto the said Lucy Simkins all  
the right, title, interest and claim of the said Adm<sup>r</sup> of S. Branch in  
and to the aforesaid Negro Slaves, In testimony whereunto set my  
hand and seal this the fourth day of Nov. 1839

Wm Mc Gavin Marshal Seal

The State of Mississippi  
Madison County  
Personally appeared before me John F. Cameron  
Clerk of the Probate Court of said County John F. Cook Deputy for  
William Mc Gavin Marshal of the Southern District of Mississippi who  
acknowledged that he signed sealed and delivered the foregoing Bill of  
Sale on the day and for the purposes therein mentioned in his act and  
deed as Deputy aforesaid. Given under my hand Seal of Office  
at Canton this 13<sup>th</sup> day of Nov. 1840.

By his Deputy John F. Cook Seal

Seal

John F. Cameron Clerk  
By Charles Senior Sec

Peyton Rutherlands Received for Record & Recorded July 13<sup>th</sup> 1840

By 3 Seal  
John A. Maguider  
This Indenture made and entered into between  
Peyton Rutherlands & Luiza Rutherlands his wife of said State and  
County of the first part & John A. Maguider of the State of Georgia County  
of Columbia of the second part witnesseth that the said party of the first  
part for and in consideration of the sum of Fourteen hundred & forty Dollars  
to us in hand paid by the said party of the second part the receipt whereof  
is hereby acknowledged here bargained sold and by these presents doth  
bargain sell unto the party of the second part and to his heirs and assigns  
forever all that tract or parcel of land lying & being in the County of Madison  
State of Mississippi and known and designated as the N. E. 1/4 of Section  
One and 1/2 N. E. 1/4 of Township Ten of Range 5 East contain-  
ing altogether about 940 acres more or less together with all and singular  
the hereditaments and appurtenances therunto belonging in any  
wise appertaining and also all the estate right title interest claim or de-  
mand whatsoever of them the said party of the first part either in law  
or equity of in & to the above bargained premises and every part and parcel  
thereof to have and to hold to the said party of the second part his heirs  
and assigns forever. In testimony whereunto we have hereunto set their  
hands and affixed their seals this 24<sup>th</sup> day of June 1840 Peyton Rutherlands Seal  
Luiza Rutherlands Seal

Peyton Rutherlands Seal  
Luiza Rutherlands Seal

The State of Mississippi Personally appeared before the undersigned Madison County Justice of the Peace in and for said County Peyton K. Southland the Grantor of the within and foregoing instrument of writing who acknowledged that he signed sealed and delivered the same for the purposes therein mentioned on the day & year therein written and that the same is his proper act and deed Also on a private examination of Louisa C. Southland wife of the grantor separate and apart from her said husband acknowledged that she signed sealed and delivered the same without force threats or compulsion of her said husband and that the same was her voluntary act and deed on the day & year therein written Given under my hand and seal this 24<sup>th</sup> day of June 1840

R. B. Fleming J. P. Seal

Samuel Hamblen Sheriff Recd for Record July 13<sup>th</sup> Recorded July 14<sup>th</sup> 1840  
 3. 3 Bill of Sale

George Jones Received of George Jones Five hundred Dollars in full for Ann Polk a Bay Horse sold by me at Sheriff's Sale this day as the property of John McWalter to satisfy sundry executions against the said Walter to me directed I hereby bargain sell and convey unto the said George Jones all the right title interest and claim of said Walter in and to the aforesaid Ann Polk In testimony whereof I have hereunto set my hand and seal the 2<sup>nd</sup> day of March 1840

Sam. Hamblen Sheriff Seal

State of Mississippi Personally appeared before me John J. Cameron Clerk of Madison County the Probate Court of said County who acknowledged that he signed sealed and delivered the within Bill of Sale on the day and for the purposes therein specified as his act and deed as Sheriff

Given under my hand Seal of Office at Canton this 13<sup>th</sup> day of July A. D. 1840

Seal

John J. Cameron Clerk  
 By Charles Sevier A. C.

Sam. Hamblen Sheriff Recd for Record 13<sup>th</sup> Recorded 14<sup>th</sup> July 1840  
 3. 3 Bill of Sale

Lucey Sinkins Received of Mr. Lucey Sinkins Thirteen hundred and Fifty Dollars in full for four Negro Slaves called Abram, Betty, Patrick and Solomon sold by me at Sheriff's Sale this day as the property of the Admors of A. Branch to satisfy an execution in favor of Charles J. Seabris Suror of Silverberg to me directed I hereby bargain sell and convey unto the said Lucey Sinkins all the right title interest and claim of said Administrator of A. Branch in and to the aforesaid Negro Slaves In testimony whereof I have hereunto set my hand & Seal the sixteenth day of December 1839

Sam. Hamblen Sheriff Seal

State of Mississippi Personally appeared before me John J. Cameron Clerk of Madison County the Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the within

Pub of sale on the day and for the purposes therein named as his  
act and deed as Sheriff. Given under my hand & Seal of Office  
at Canton Miss 13<sup>th</sup> day of July A.D. 1840

3

John J. Cameron Clerk  
By Charles Swier etc

Saml. H. Hamblen Sheriff Received for Record & Recorded July 14<sup>th</sup> 1840

To 3 Recd.

William Cargill This Indenture made and entered into 2<sup>nd</sup> day  
of March Anno Domini One thousand Eight hundred and Forty between  
Samuel Hamblen Sheriff of Madison County Mississippi of the first  
part and William Cargill of the second part witnesses the fact whereon  
Judgment was rendered by the Circuit Court of the County of Madison  
aforesaid against Joseph Clark in the following case viz At the May  
Term 1838 of said Court to wit Henry & Peter vs Joseph Clark & Herbert  
for \$23.20 Saml. H. Hamblen vs Joseph Clark & Herbert for \$85.00 Andrew  
Hitchey surviving partner vs Joseph Clark & Herbert for \$31.00 and  
one at the Nov Term 1838 of said Court to wit Henry & Peter vs Joseph  
Clark & Herbert \$129.00 with interest at the rate of eight per cent per  
annum from date until paid and cost of suits and where writs of  
Fieri Facias issued from the office of the Clerk of Circuit Court aforesaid directed  
to the Sheriff of Madison County aforesaid commanding him that all the  
Goods and Chattels lands and tenements of the aforesaid Joseph Clark he  
cause to be made the sums of money mentioned in said writs of Fieri Facias  
to render to the said Plaintiffs at the May Term A.D. 1840 of said Court  
and the said Sheriff in conformity of the command of said writs proceeded  
on the 1<sup>st</sup> day of February A.D. 1840 to levy the aforesaid writs of Fieri Facias  
in the following described tract or parcel of land as the property of the  
aforesaid Defendant lying and being in the County of Madison aforesaid  
to-wit: as follows N 1/2 S. 1/2 Sec. 28 Township N: 8 R: 1 West, South  
E 1/4 Section N: 21; E 2 S. 1/2 S. 21, N 1/2 S. 1/2 Sec. 22. all in Township N: 8, Range  
1 West containing by estimation 840. acres be the same more or less and  
the said Sheriff proceeded to advertise the same for thirty days previous to  
the 2<sup>nd</sup> day of March A.D. 1840 in the Madison Whig Advocate a public  
Newspaper printed in the Town of Canton Miss. the aforesaid land for  
sale at the Court House in the Town of Canton aforesaid and the said  
Samuel Hamblen Sheriff as aforesaid also proceeded on the 2<sup>nd</sup> day of  
March A.D. 1840 to offer the same for sale at the Court House aforesaid to the  
highest bidder for cash and William Cargill appeared and bid Two  
Dollars and thirty eight cents per acre which was more than any other  
person did or would bid nor therefore for and in consideration of the  
aforesaid sum of Two dollars and thirty eight cents per acre he was  
hand paid the receipt of which is hereby acknowledged by Samuel Ham-  
blen Sheriff as aforesaid by virtue of the authority vested in me as Sheriff  
I hereby bargain sell and convey to the aforesaid Wm Cargill all the right  
title interest and claim of the aforesaid Joseph Clark in and to the aforesaid

tract or parcel of land together with all and singular the appurtenances therunto belonging or in anywise appertaining to have and to hold the same forever from the said Joseph Clark or his heirs Executors and Administrators, In testimony whereof I have hereunto set my hand and affixed my seal the day and year first written.

Sam. Hamblen Sheriff

State of Mississippi Personally appeared before me John T. Cameron Madison County Clerk of the Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the within deed in the day therein written for the purposes therein mentioned as his act and deed as Sheriff of said County

Given under my hand and Seal of Office at Canton this 14<sup>th</sup> day of July 1840

Seal

John T. Cameron Clerk  
By Charles Perrier, Secy

Charles J. Seales Trustee, Recd for Record & Recorded July 18<sup>th</sup> 1840  
To: J. Q. Cook

William Laughlin & Miriam Johnson in his lifetime and Sarah his wife made their certain deed in trust on the Twenty second day of October in the year of our Lord Eighteen hundred and Thirty Eight to secure Glendy Burke, John Watto and Louis De Saules Partners under the firm and style of Burke Watto & Co. certain sums of money and whereas Charles J. Seales is Trustee and said deed of Trust is recorded in the proper office in Madison County in Book of Deeds E on pages 131. 132. & 133 and in the proper office in Scott County in Book of Deeds A on pages 225 226 227 and 228. And whereas at the request of the said Burke Watto & Co. the said Charles J. Seales Trustee as aforesaid on the fourteenth day of May 1840 advertised the property mentioned and described in said deed of Trust for sale for ready money and the said sale to take place on the fifteenth day of July 1840 at the Court House in Town of Canton in Madison County State of Mississippi The said Charles J. Seales trustee as aforesaid proceeded to sell to the highest for cash the following tract or parcels of land lying in the County of Scott to wit The South East Quarter of Section No 10 Township No 7 Range No 7 East the South West Quarter of Section No 11 Township No 7 Range No 7 East the West half of the Northwest quarter of Section No 14 Township No 7 Range No 7 East and Section No 15 Township No 7 Range No 7 East containing in all one thousand and fifty three acres and eighty nine hundredths more or less. The above described lands having been sold in pursuance of said deed in Trust by the said Charles Seales as trustee on the fifteenth day of July aforesaid William Laughlin having bid the sum of Four Dollars per acre and he being the highest bidder for the same. Now therefore in consideration of the premises and for the sum of Four thousand two hundred



and fifty six cents by the said William Laughlin  
 in hand paid to the said Charles trustee as aforesaid the receipt  
 whereof is hereby acknowledged has this day bargained sold and  
 delivered and by these presents does bargain sell convey and de-  
 liver unto the said William Laughlin his heirs and assigns  
 forever the above named and described lands - To have and to  
 hold unto the said William Laughlin his heirs and assigns to his  
 only use and behoof the above lands as aforesaid forever - by any  
 such title however as that by which the said Johnson Silverberg and  
 Sarah his wife or the said Charles trustee as aforesaid might or  
 could hold the same conveying hereby all such rights title and interests  
 as the said Johnson Silverberg and Sarah his wife and Charles  
 trustee could or did have and so the same are warranted and to be  
 defended In testimony whereof I have hereunto set my hand  
 and affixed my seal this fifteenth day of July A D 1840

Charles trustee

The State of Mississippi Personally appeared before me John T. Cameron  
 Madison County Clerk of the Probate Court of said County Charles  
 trustee who acknowledged that he signed sealed and delivered the  
 foregoing deed on the day therein written for the purposes therein  
 mentioned as his act and deed as trustee

Given under my hand and seal of office  
 at Canton this 16th day of July A D 1840  
 John T. Cameron Clerk  
 By Charles D. Dyer Secy

Wm L. Balfour Pres. and Bank Received for Record 20th & Recorded July 21st 1840  
 Agreement State of Mississippi  
 Isaac Anderson Madison County This instrument made  
 this 15th day of July A D 1840 witnesseth that the Commercial Bank of  
 Canton authorized agent William L. Balfour President of the Branch of said Bank at  
 Canton hath let and rented to Isaac Anderson of said County State for the  
 Term of five months to commence on the 18th day of July 1840 and to continue  
 during the above terms and as long thereafter as said Bank may choose and  
 direct a certain tract of land with all improvements and hereditaments  
 thereunto belonging lying and being in said County State aforesaid  
 and known as the E. 1/2 of the N. West Quarter of the West half of the  
 North East Quarter & the East half of the South East Quarter of Section Ten  
 & South West Quarter of Section eleven & the North West Quarter & the West half of the  
 South West Quarter of Section fourteen & the South East Quarter & East half of South  
 West Quarter & East half of North East Quarter of Section fifteen all in Township Ten  
 Range four East containing about nine hundred & sixty acres (partly occupied  
 by John A. Mc Ginnery of said County and conveyed to said Mc Ginnery by  
 Matthew Moore Sarah Moore by Mortgage bearing date the 28th day of February  
 1839 to secure the payments of certain Notes therein mentioned which debt  
 one of said Notes was transferred & assigned to said Bank on or about the

twenty seventh day of March 1839) for such rent as hereafter may be agreed on between the parties. And the said Isaac Anderson promises and agrees to pay such rent therefor as may hereafter be agreed on and to quit and surrender the premises at the expiration of the term or when ever possession thereafter shall be demanded by said Bank through its authorized agents in as good condition as reasonable use thereof will permit & arriages by the elements, excepted. Given under our hands & seals this day and year above written

Isaac Anderson <sup>his</sup> ~~mark~~ W<sup>m</sup> L Balfour <sup>Seal</sup>  
 President of Commercial Bank of Natchez at Canton

State of Mississippi Personally appeared before me the undersigned Madison County 3 acting Justice of the Peace in and for said County William L Balfour who in his official capacity as above acknowledged that he signed sealed and delivered the above lease as his act and deed for the purposes therein contained; Given under my hand and seal this 17<sup>th</sup> day of July 1840

W<sup>m</sup> Foster <sup>Seal</sup>

State of Mississippi Personally appeared before the undersigned an Madison County 3 acting Justice of the Peace in and for said County the within named Isaac Anderson who acknowledged that he signed the above instrument as his act and deed for the purposes therein mentioned, Given under my hand & seal this twentieth day of July 1840

Henry White <sup>Seal</sup>

John Montgomery Received for Record 20<sup>th</sup> Recorded 21<sup>st</sup> July 1840  
 State of Mississippi Madison County 3

Carrie Le Rapier This instrument made this seventeenth day of July 1840 witnesseth that John Montgomery of Madison County State of Mississippi hath let and rented to James Le Rapier and ~~himself~~ of said County and State for a term of seven months to commence on the day of the date hereof and to continue during the above term and as long thereafter as said Montgomery may choose and direct a certain tract of land with all improvements and accretions thereto belonging lying & being in said County State & known & designated as the South East Quarter & the South half of the West half of the North East Quarter & the West half of Section Seventeen & the East half of the North East Quarter & the East half of the South East Quarter of Section Eighteen & the East half of Section 19 & the West half & the South half of the West half of the South East Quarter & the North half of North East Quarter of Section 20 & the North half of the North West Quarter of Section 29 & the North half of the East half of the North East Quarter of Section 30 in Township Ten Range four East containing by estimation - Fifteen hundred & sixty acres more or less lately occupied by John W P McGinssey of said County and conveyed by said McGinssey by Mortgage bearing date the second day of November 1839 to John Montgomery to secure the payments of certain notes therein mentioned for the sum - One hundred & fifty dollars rent for the above mentioned term of seven months. And

the said James Le Tapier promise to agree to pay the above named sum  
current. and to quit & surrender the premises at the expiration of said term  
or whenever possession shall be demanded thereafter by said Montgomery  
or his authorized agent in as good condition as reasonable use thereof  
will permit damages by the elements excepted; given under our  
hands & seals the day & year above written

John Montgomery Seal  
J. C. Tapier Seal

State of Mississippi  
Madison County. Personally appeared before the undersigned Justice  
of the Peace in and for said County, the within named John Montgome-  
ry and J. C. Tapier who severally acknowledged that they signed, sealed  
and delivered the foregoing instrument as their act and deed on the  
day and year and for the purposes therein specified, Given under  
my hand and seal this 20<sup>th</sup> day of July 1840

Henry White Seal

Sam Hamblen Received for Record. Recorded July 21<sup>st</sup> 1840  
By J. Reed

John Hargan. This Indenture made and entered into this 10<sup>th</sup> day  
of May Anno Domini one thousand eight hundred and forty between  
Samuel Hamblen Sheriff of Madison County Mississippi of the first  
part and John Hargan of the second part witnesseth that whereas Jud-  
gment was rendered by the Circuit Court of the County of Madison afore-  
said against Joseph Moore (near Camden) in the following case viz at  
the May Term 1838 of said Court to wit; Longfess Thompson for the  
use of H & L Pearce vs Joseph Moore for \$75.00 with interest at the  
rate of eight percent per annum from date until paid and cost of  
suit and whereas writs of Fieri Facias issued from the office of the Clerk  
of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid  
Commanding him that of the goods and chattels lands and premises  
to of the aforesaid Joseph Moore he cause to be made the sum of money  
mentioned in said writ of Fieri Facias to render to the Plaintiff  
at the May Term A D 1840 of said Court and the said Sheriff in conform-  
ity of the Command of said writ proceeded on the 1<sup>st</sup> day of April A D  
1840 to levy the aforesaid writ of Fieri Facias on the following described  
tract or parcel of land as the property of the aforesaid defendant  
lying and being in the County of Madison aforesaid known as the  
North half of the West half of the North West quarter of Section N<sup>o</sup>  
Twelve, Township N<sup>o</sup> Eleven of Range N<sup>o</sup> Three East. Containing by  
estimation Forty Acres be the same more or less and the said  
Sheriff proceeded to advertise the same for thirty days previous to the  
fourth day of May A D 1840 in the Madison Whig Advocate a public  
newspaper printed in the Town of Canton Miss the aforesaid land  
for sale at the Court House door in the Town of Canton aforesaid  
and the said Samuel Hamblen Sheriff as aforesaid also proceeded  
on the Fourth day of May A D 1840 to offer the same for sale at

the Court House do. aforesaid to the highest bidder for Cash and John  
 Horgan appeared and bid Two Dollars and 62 1/2 Cents per acre  
 which was more than any other person did or would bid now therefore  
 for and in consideration of the aforesaid sum of Two Dollars and 62 1/2 Cents  
 per acre to me in hand paid the receipt of which is hereby acknowledged  
 I Samuel Hamblen Sheriff aforesaid by virtue of the Authority vested  
 in me as Sheriff do hereby bargain sell and convey to the aforesaid John  
 Horgan all the rights title interest and claim of the aforesaid Joseph  
 Moore in and to the aforesaid tract or parcel of land together with all  
 and singular the Appurtenances thereunto belonging or in any wise  
 appertaining to have and to hold the same forever from the said Joseph  
 Moore his heirs Executors and Administrators, In Testimony whereof  
 I have hereunto set my hand and affixed my seal the day and  
 Year first written.

Samuel Hamblen Sheriff, 1840

State of Mississippi Personally appeared before me John T. Cameron  
 Madison County Clerk of the Probate Court of said County Samuel  
 Hamblen who acknowledged that he signed sealed and delivered the  
 within deed on the day and for the purposes therein mentioned as  
 his act and deed as Sheriff.

Given under my hand and seal of office  
 at Canton this 21st day of July 1840

John T. Cameron Clerk  
 By Charles Sever De

Seal

v v v

Real Estate Bank Hinds County Aier for Record Recorded July 22<sup>nd</sup> 1840  
 In 3 Appointm<sup>t</sup> Commissioners  
 Charles Delafield, Charles Mead & Peterfield Jefferson. At a meeting of the Board of Directors of  
 the Real Estate Banking Company of Hinds County held at their  
 Banking House in Clinton on the 3<sup>rd</sup> day of March 1840 The following  
 preamble and resolutions were adopted, Whereas the President and  
 Directors of the Real Estate Banking Company of Hinds County have on  
 the most mature reflection become satisfied that the most cheap speedy  
 and efficient mode of collecting the debts and demands due them and paying  
 off all the debts and liabilities due from them will be to transfer all the assets  
 property & effects of the company to Trustees or Commissioners for the purposes  
 aforesaid and for the general benefit of the creditors of the said Banking  
 Company as recommended by the Report of Messrs Jefferson & Frute presented and  
 adopted by this board on the 23<sup>rd</sup> day of February last, Therefore Resolved  
 by the said President and Directors that they do hereby assign transfer  
 and convey and deliver unto Charles Delafield, Charles Mead and Peterfield  
 Jefferson as such Commissioners and trustees all the assets effects and property  
 Bills Receivable Notes accounts claims, choses in action Bonds and Mortgages  
 demands rights of action and recovery of every kind and description whatsoever  
 unto the said Charles Delafield, Charles Mead and Peterfield Jefferson to be by  
 them held, used, settled, collected, pledged, transferred, or otherwise sued upon  
 recovered or disposed of as they think best for the purposes aforesaid and to have  
 hold, use, exercise, and possess all the powers, rights, authority and privileges

for the purposes aforesaid that are vested in or belonging to the said Board of President and Directors as conferred upon them by the Stockholders and the Articles of Association of the said Real Estate Banking Company in the State of Mississippi. William Anderson - Sole Clerk and Keeper of Records County of the Books of minutes of proceedings of the Real Estate Banking Company of Hinds County do hereby certify on oath that the foregoing is a true copy of said minutes of the appointment of said Delafield, Mead & Jefferson therein named and that said appointment is now stands unrevoked and unrescinded upon said minutes  
 Sworn to & subscribed before me this  
 sixteenth day of June A.D. 1840

Wm Anderson

W Hamilton J. Seal

The State of Mississippi W Hamilton the undersigned Justice of the Peace and officer Notary Public in and for said County duly elected, commissioned and sworn and residing in the Town of Clinton in said County do hereby certify that I have personally examined and compared the original minutes of said Banking Company with the foregoing copy thereof and that said minutes and said copy agree in every respect and that the appointment of said Delafield, Mead & Jefferson stands unrevoked and unrescinded upon said minutes, in testimony whereof I have hereunto set my hand and private seal (having no official seal) this sixteenth day of June A.D. 1840

W Hamilton J. Seal

Received for Record & Recorded July 22<sup>nd</sup> 1840.  
 The State of Mississippi  
 Mead & Jefferson }  
 & Peterfield }  
 Charles Delafield }  
 To all to whom these presents may come  
 Know ye that whereas on the fifth day of March in the year of our Lord one thousand eight hundred and forty the President and Directors of the Real Estate Banking Company of Hinds County by virtue of the powers in them vested, made and assignment to Charles Delafield of Poughkeepsie New York, Mead and Peterfield Jefferson of Clinton Mississippi as Trustees of all the property, real, personal and mixed, all the effects and assets, Bills Receivable, Notes, Accounts, Credits in Arrears Judgments, Stocks Bonds and Mortgages together with every species of property of whatever kind held by and belonging to said Real Estate Banking Company for the purpose of enabling the said Trustees to negotiate a loan or extend for a greater length of time any loan or loans heretofore made by said Real Estate Banking Company with the power of negotiating the new loan or of attending any loan or loans already made as aforesaid with any person or persons, Corporations or Corporations for such sum and upon such terms as a majority of said Trustees in their discretion may think best for the interests of all the parties in the instrument of assignment made by said Banking Company and whereas, the said Trustees by the instrument of assignment aforesaid were authorized and empowered in performance of the duties imposed upon and assumed by them to nominate and appoint any agent or Agents Attorney or Attorneys whether of their own number or others with such compensation as to them the said Trustees or a majority of them might seem reasonable and just Now therefore on the undersigned two of the Trustees aforesaid by virtue of the authority

aforesaid have made, ordained and appointed and by these presents do make  
 ordain and appoint the said Charles Delafield our true and lawful agent  
 for us and in our names jointly with himself to contract for and negotiate  
 either an extension of the loan or loans already made as aforesaid or a new and  
 additional loan (or both as the said Delafield may deem most prudent) with  
 any person or persons corporation or corporations and the undersigned Cowles  
 Mead and Peterfield Jefferson adopt these instructions for the government of the  
 said Delafield in reference to the negotiations herein proposed that the loan  
 or loans aforesaid shall not be negotiated for a larger amount than the present  
 issues of said Banking Company say Five hundred thousand Dollars at such  
 rate of interest and upon such terms as to terms and the manner in which said  
 loan or loans may be paid in  $\frac{1}{2}$  instalments or otherwise as the said  
 Charles Delafield may prefer it being stipulated and hereby declared by the  
 undersigned that the stocks Bonds and mortgages aforesaid shall only be given  
 or pledged as collateral security for any new loan and that no additional security  
 of any character shall be given in case of effecting an extension of such loan or  
 loans as may have been made already as aforesaid and we the said Cowles  
 Mead and Peterfield Jefferson further authorize the said Delafield to execute  
 seal and deliver any all and every contract deed agreement or other instru-  
 ment of writing necessary to carry into effect the objects and purposes herein-  
 provided for (as well as the instrument of assignment aforesaid) in our names joint-  
 ly with his own and we further authorize the said Delafield in the appointment  
 of agents to be governed entirely by his own discretion and to invest them with  
 every power and privilege authorized by the said assignment or with such  
 we might or could invest them and we the said Mead & Jefferson hereby com-  
 mit that we will allow, sanction, ratify and confirm any and all acts, deeds  
 and contracts that the said Delafield or the agents by him appointed may do or  
 cause to be done touching the matters herein and consistent with the authority  
 hereby conferred upon him the said Delafield and that as fully and amply  
 as if we ourselves were personally present and acting In witness whereof we  
 have hereunto set our hands and seals this the 10<sup>th</sup> day of March A.D. 1840  
 Signed sealed and delivered

in presence of  
 G. Anderson

J. L. Wharton

State of Mississippi Personally appeared before me William Hamilton an-  
 Heinds County <sup>legally qualified</sup> Justice of the Peace and ex officio Notary Public the  
 within named Charles Mead Peterfield Jefferson commissioners on the part  
 of the Real Estate Banking Company of Heinds County who acknowledged that  
 they signed sealed and delivered the foregoing Power of Attorney as their  
 act and deed on the day and year therein set forth and for the purposes  
 therein mentioned; Given under my hand and Public Seal having no  
 seal of Office this 10<sup>th</sup> March 1840

Charles Mead  
 Peterfield Jefferson  
 Commissioners on the part of  
 the Real Estate Banking Co of Heinds County

Wm. Hamilton J. P.  
 and ex officio Notary Public

By Alexander G. McMillan Governor of the State of Mississippi  
 To All who shall see these presents Greeting  
 Be it known that William Hamilton whose name is subscribed to  
 the annexed certificate was on the 10<sup>th</sup> day of March A.D. 1840 Justice of  
 the Peace and Officer of the Public in and for Hinds County in the  
 State of Mississippi that his attestation to the annexed certificate is in due  
 form of law and made by the proper Officer and that full faith and  
 Credit are due to all his official acts; In testimony whereof I have  
 caused the great seal of the State to be hereunto affixed

Attest: By the Governor

Thos B. Woodward, Secretary of State; ✓ ✓

Given under my hand at the City  
 of Jackson this 12<sup>th</sup> day of March A.D. 1840  
 A. G. McMillan

Delafield, Mead & Jefferson Rec<sup>d</sup> for Record & Recorded July 22<sup>nd</sup> 1840

Know all men by these presents That we Charles  
 Delafield, Charles Mead, and Peterfield Jefferson assignees of the Real Estate  
 Banking Company of Hinds County in the State of Mississippi paid  
 the first part in consideration of Five Dollars lawful money of the United  
 States of America to us in hand paid by John Delafield of the City of New  
 party of the second part at or before the sealing and delivery of the  
 the receipt whereof is hereby acknowledged, have granted, bargained, sold, giv-  
 ed transferred and set over and by these presents do grant, bargain,  
 assign transfer and set over unto the said party of the second part, all the  
 several Indentures of Mortgage hereinafter mentioned and more particu-  
 larly described that is to say, One certain Indenture of Mortgage dated the fifth  
 of September in the year One thousand eight hundred and thirty eight  
 and entered into by and between Joseph Slater of the County of Yazoo and State  
 of Mississippi of the first part and the President and Directors of the Real Estate  
 Banking Company of Hinds County and their successors of the second part  
 to secure the sum of Fifty five thousand two hundred and five Dollars rec-  
 orded in Probate Clerks Office of Yazoo County and State of Mississippi, Book III page 32  
 One other certain Indenture of Mortgage dated the second day of March  
 near One thousand eight hundred and thirty nine made and entered  
 into by and between Charles Miles of the County of Calabusha and State  
 of Mississippi of the first part and the President and Directors of the  
 Real Estate Banking Company of Hinds County and their successors  
 second part to secure the sum of Sixteen thousand six hundred and ten  
 Dollars recorded in the Probate Clerks Office of Calabusha County and State of Mis-  
 sissippi in Book D pages 445-46-47-48 & 449 - One other certain Indenture of  
 Mortgage dated the Eighteenth day of May in the year One thousand  
 eight hundred and thirty eight made and entered into by and between  
 Samuel Gasparay of the County of Hinds and State of Mississippi of  
 first part and the President and Directors of the Real Estate Banking  
 Company of Hinds County and their successors of the second part to secure the  
 sum of twelve thousand four hundred and seventy two Dollars, recorded in

Probate Clerk's Office of Hinds County aforesaid in Book No. page 134-  
 135 & 136 - One other certain Indenture of Mortgage dated the eighth  
 day of June in the year One thousand eight hundred and thirty eight  
 made and entered into by and between James McCall of the County of  
 Hinds and State of Mississippi of the first part and the President and  
 Directors of the Real Estate Banking Company of Hinds County and their  
 Successors of the second part to secure the sum of Seventy six thousand  
 Eight hundred and twenty eight dollars and eighty cents recorded in  
 the office of the Judge for the Parish of Carroll in the State of Louisiana in  
 Mortgage Book A folio 524 - One other certain Indenture of Mortgage  
 dated the twenty fifth day of June in the year One thousand eight  
 hundred and thirty eight made and entered into by and between  
 Archibald Clark of the County of Madison and State of Mississippi of  
 the first part and the President and Directors of the Real Estate Bank-  
 ing Company of Hinds County and their Successors of the second part  
 to secure the sum of Sixty thousand six hundred and forty seven  
 Dollars and eighty two cents recorded in the Probate Clerk's Office of the  
 County of Madison and State of Mississippi in Book of Deeds <sup>Page</sup> 602, 603 &  
 604 - One other certain Indenture of Mortgage bearing date the thirteenth  
 day of May in the year One thousand eight hundred and thirty  
 eight made and entered into between William S Parham and  
 John S Parham of the County of Hinds and State of Mississippi of  
 the first part and the President and Directors of the Real Estate  
 Banking Company of Hinds County and their Successors of the second  
 part to secure the sum of Twenty three thousand and One hundred Dol-  
 lars recorded in the Probate Clerk's Office of Hinds County in the State of  
 Mississippi in Book No. page 126-127 & 128 - One other certain Indenture  
 of Mortgage bearing date the twentieth day of September in the year  
 One thousand eight hundred and thirty eight made and entered  
 into between Benjamin Beard of the County of Leake and State of  
 Mississippi of the first part and the President and Directors  
 of the Real Estate Banking Company of Hinds County to secure the  
 sum of Twenty thousand Nine hundred and twenty six dollars  
 recorded in the Probate Clerk's Office in the County of Leake State of  
 Mississippi in Book of Deeds C page 23-24 & 25 - One other certain  
 Indenture of Mortgage bearing date the nineteenth day of September  
 in the year One thousand eight hundred and thirty eight made and  
 entered into between William Lloyd of the County of Copiah and  
 State of Mississippi of the first part and the President and Direc-  
 tors of the Real Estate Banking Company of Hinds County and their  
 Successors of the second part, to secure the sum of Twenty Seven thou-  
 sand Nine hundred and Seventy <sup>Eight</sup> Dollars recorded in the Probate-  
 Clerk's Office in Copiah County in Book G page 291-92-93-94 & 95 - One  
 other certain Indenture of Mortgage bearing date the twenty eighth day  
 of September in the year One thousand eight hundred and thirty eight  
 entered into between William Lloyd of the County of Copiah and State



of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County and their successors to secure the sum of sixteen thousand six hundred and ninety three dollars recorded in the Probate Clerks Office in the County of Copiah and State of Mississippi in Book II page 11-12-13 & 14 - One other certain Indenture of Mortgage bearing date the twenty eighth day of September in the year one thousand eight hundred and thirty eight made and entered into between M. L. Lloyd of the County of Copiah and State of Mississippi of the first part and the President and Directors of the said Real Estate Banking Company and their successors of the second part to secure the sum of Thirty six thousand two hundred and eighty dollars recorded in the Probate Clerks Office in the County of Copiah and State of Mississippi in Book II page 8-9-10 & 11 - One other certain Indenture of Mortgage bearing date the fourth day of September in the year one thousand eight hundred and thirty eight made and entered into between Stephen M. Perkins of the County of Hinds and State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County and their successors <sup>of the second part</sup> to secure the sum of Twenty five thousand dollars recorded in the Office of the Probate Clerks in the County of Warren and State of Mississippi in Book II page 434-435 & 436 One other certain Indenture of Mortgage bearing date the fourth day of September in the year one thousand eight hundred and thirty eight made and entered into between Harline P. Rummel of the County of Madison and State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County and their successors to secure the sum of Twenty one thousand and two hundred and Ninety dollars recorded in the Probate Clerks Office of the County of Calhoun and State of Mississippi in Book III page 382, 383, 384 & 385 - One other certain Indenture of Mortgage bearing date the thirty first day of August in the year one thousand eight hundred and thirty eight between Nicholas Blanchard and Samuel Blanchard of the County of Warren and State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County and their successors of the second part to secure the sum of Twenty thousand nine hundred and Seventy six dollars and recorded in the Probate Clerks Office in the County of Warren and State of Mississippi in Book II page 436-437 & 438. One other certain Indenture of Mortgage bearing date the twenty eighth day of August in the year one thousand eight hundred and thirty eight between James H. Hied of the County of Copiah and State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of the County of Hinds and their successors to secure the sum of Twenty thousand four hundred dollars and recorded in the Probate Clerks Office in the County of Copiah and State of Mississippi in Book II page 259-260 & 261 - One other certain Indenture of Mortgage bearing date the twenty first day of March in the year one thousand eight hundred and thirty nine between Thomas B. Jones in the County of Calhoun and State of Mississippi of the first part and the President and Directors of

the Real Estate Banking Company of Hinds County and their Successors  
 to secure the sum of Sixty One thousand eight hundred dollars re-  
 corded in the Probate Clerk's Office in the County of Tallahatchie State  
 of Mississippi in Book A 117-118-119-120, And other certain Indenture  
 of Mortgage dated the eighteenth day of February in the year One thousand  
 Eight hundred and thirty nine between Washington W. Barfield of the County  
 of Gallathea State of Mississippi of the first part and the President and Direc-  
 tors of the Real Estate Banking Company of Hinds County and their Successors  
 to secure the sum of Twenty thousand Dollars Recorded in the Probate Clerk's  
 Office in the County of Gallathea State of Mississippi in Book D page 436-37-  
 438. One other certain Indenture of Mortgage bearing date the twenty  
 sixth day of September in the year One thousand eight hundred and  
 thirty eight between George Henderson in the County of Claiborne State of Miss-  
 issippi of the first part and the President and Directors of the Real Estate  
 Banking Company of the County of Hinds its Successors to secure the sum  
 of thirty thousand three hundred and twenty three dollars and recorded  
 in the Probate Clerk's Office in the County of Claiborne in Book S page 165  
 187-188 One other certain Indenture of Mortgage bearing date the twenty  
 seventh day of November in the year One thousand eight hundred and thirty  
 eight between Abram. W. M. Willie of the County of Madison and State of  
 Mississippi of the first part and the President and Directors of the Real Estate  
 Banking Company of Hinds County and their Successors to secure the sum  
 of fourteen thousand six hundred and forty seven dollars Recorded in the Probate  
 Clerk's Office in the County of Madison in Book F page 116-117-118, And one other  
 certain Indenture of Mortgage bearing date the twenty sixth day of March in the  
 year One thousand eight hundred and thirty nine between John. O. Whitfield  
 of the County of Hinds aforesaid and the President and Directors of the Real  
 Estate Banking Company in the County of Hinds and their Successors to secure  
 the sum of fifteen thousand six hundred dollars recorded in the Probate Clerk's  
 Office in Book III page 87-88. Also all the releases, releases accompanying  
 such Mortgages. Together with the Bonds or obligations therein described with  
 the interest and the money due and to grow due thereon, To have and to hold the  
 same subject to the provisions in the said Indentures of Mortgage mentioned  
 unto the said Party of the second part his executors, Administrators and assigns  
 until the faithful and complete performance of all the covenants, promises and  
 agreements on the part of the said parties of the first part: And the said Real  
 Estate Banking Company of Hinds County to be kept and performed as set  
 forth and specified in certain articles of agreement made between us the said parties  
 of the first part and said John. O. Whitfield dated the eleventh day of May  
 One thousand eight hundred and thirty and are the said parties hereto of the  
 first part do make constitute appoint and substitute the said party of the  
 second part our and each of our true and lawful attorney irrevocable with full  
 power of substitution and revocation in our or either of our names or in the  
 name of the said Real Estate Banking Company and at our proper costs  
 and charges to have, use and take all lawful ways and means in case of  
 need for the recovery of all the said money and interest and in case of payments

of any of said Bonds and Mortgages to discharge the same as fully as we  
 or either of us, or the said Real Estate Banking Company might do if those  
 presents were not made and we do hereby give and grant unto our said  
 Attorney full power and lawful Authority in case of default made in any  
 of the covenants promises and agreements in this said article of agreement  
 mentioned on the part of us or the said Real Estate Banking Company  
 to be kept and performed according to the true intent and meaning thereof  
 to take all lawful ways and means by foreclosure or suit or sale or disposal for  
 the recovery of the amounts or value of said lands and mortgages and the inter-  
 est and the proceeds after payment of costs charges and expenses and a com-  
 mission of three percent to apply as fast as received to the payment and discha-  
 ge of all such sum or sums of money penalty or penalties as may be due and  
 payable to said John DeLafield his Executors Administrators or assigns under  
 or by virtue of said Articles of Agreement or by reason of the breach or violation  
 thereof in any part rendering the surplus if any there should be to the said  
 parties of the first part and to the survivor or survivors substitute or substitutes  
 of them the said parties of the first part. In witness whereof we have here-  
 unto set our hands and seals the twentieth day of May A.D. 1881.

Eight hundred and Forty —  
 Sealed and delivered in presence of  
 Note on 3<sup>rd</sup> page the word "said" interlined & page:  
 5 "Year" interlined & "County" erased, the like  
 on 6<sup>th</sup> page & on last page the word "expenses"  
 interlined & "charges" erased before execution, the  
 words "sale" and "disposal" on the fifteenth line  
 from the end of the instrument being rewritten on  
 an erasure Nathl. Dyett

Charles DeLafield  
 Charles Mead by  
 his attorney Charles DeLafield  
 Peterfield Jefferson by  
 his attorney Charles DeLafield

United States of America: Personally appeared before me Esch. Caven one  
 Southern District of New York ss J. of the Justices of the Supreme Court of the  
 State of New York the within named Charles DeLafield who acknowledged  
 that he signed sealed and delivered the foregoing instrument on the day  
 and year therein mentioned as his own act and deed and as the act and  
 deed of Charles Mead and Peterfield Jefferson both of Clinton County  
 Mississippi both of a their attorney de fact.

The State of Mississippi: Personally appeared before me Esch. Caven  
 Hinds County: 3<sup>rd</sup> J. of the Justices of the Peace and Notary Public of said County the within named  
 Charles Mead and Peterfield Jefferson who severally acknowledged the signing  
 sealing and delivering of the foregoing deed on the day and year therein mentioned  
 by Charles DeLafield their attorney as their act and deed and that they fully  
 confirm and ratify the above acknowledgements of the same by their said attorney  
 for them made. Given under my hand and private seal (having no seal)  
 Office this seventeenth day of June A.D. 1881. Thousands Eight hundred &  
 Forty  
 W. Hamilton J.P.

George M Stewart } Received for Record 20<sup>th</sup> Recorded 23<sup>rd</sup> July 1840  
2<sup>d</sup> 3<sup>d</sup> Deed }

Lucy & Gideon Bass } This Indenture made and entered into between -  
George M Stewart of the County of Madison State of Mississippi of the one  
part and Lucy Bass & Gideon Robert Bass. of the other part witnesseth  
that the said George M Stewart as well for and in consideration of the  
natural love and affection which he, the said George M Stewart hath and  
beareth unto the said Lucy & Gideon Robert Bass as also for the better  
maintenance support & livelihood of them the said Lucy & Gideon Robert  
Bass hath given granted, aliened, enfeoff and confirmed unto the said  
Lucy & Gideon Robert Bass and the heirs of said Gideon Robert Bass all that  
messuage of land lying and being in the County aforesaid and bounded as  
followeth: Beginning at a stake thence running west course to or near said  
Stewart's fence another stake thence North to a Post oak corner, thence East  
to a Red oak corner, thence South to the beginning containing two acres more  
or less all within the bounds lying in the Northwest Quarter Section 22  
Township Seven Range 2 East together with all and singular the hereditam-  
ents and appurtenances therunto belonging or in any wise appertaining -  
therunto and the right, title claims and demands whatsoever of him the said  
George M Stewart hath to the said lands & tenements to every part and parcel  
thereof unto the said Lucy Bass & Gideon Robert Bass and the heirs of said  
Gideon Robert Bass forever and the said George M Stewart for himself his heirs - ex-  
ecutors Administrators doth covenant and agree that the said Lucy & Gideon Robert  
and the heirs of said Gideon Robert shall and lawfully may have hold & occupy  
enjoy said lands fees and clear from the demands of all and every person whatsoever  
so far as Sam. or may be entitled by a deed of sale from Leallum Barnes & his  
wife, Given under my hand and seal this 20<sup>th</sup> day of July 1840

Signed sealed & delivered in presence of  
of Reuben Osborn, Gideon Bass. } G M Stewart Seal

State of Mississippi } Personally appeared before me John Cameron Clerk of the  
Madison County Probate Court of said County Gideon Bass a witness to the  
foregoing deed who being duly sworn deposed and said that he saw G M Stewart  
the grantor in said deed sign seal and deliver the same on the day therein written  
and that he and Reuben Osborn the other subscribing witness signed the same as  
witnesses at the request and in the presence of said Stewart and in the  
presence of each other.

Given under my hand and seal of Office  
at Canton this 20<sup>th</sup> day of July 1840  
John Cameron Clerk  
By Charles Servey, Ale

Seal

Samuel Hamblen Sheriff } Received for Record 20<sup>th</sup> Recorded 23<sup>rd</sup> July 1840  
3<sup>d</sup> 3<sup>d</sup> Deed }

John W Rollins } This Indenture made and entered into & given the day of  
May Ann. Anno One thousand eight hundred and forty between Samuel  
Hamblen Sheriff of Madison County Mississippi of the first part and John W  
Rollins of the second part witnesseth that whereas judgment was rendered by the

Circuit Court of the County of Madison aforesaid against Samuel Coving in the following Case viz at the Oct. Term 1837 & Nov Term 1838 & May Term 1838 of said Court, Magni League vs. Saml Coving #152.30, Willis Walton vs Same #651.93/100, John Stone vs Same #539.50/100 Richard Coubank vs Same #105.64/100, Elias Farga vs Same et al. 236.07/100 with interest at the rate of Eight per cent per Annum from date until paid and Costs of Suit and whereas writs of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that of the Goods and Chattels Lands and Tenements of the aforesaid Saml Coving he cause to be made the sum of money mentioned in said writ of Fieri Facias to tender to the said Plaintiff at the May Term A.D. 1840 of said Court and the said Sheriff in conformity of the Command of said writ proceeded on the 15 day of April A.D. 1840 to levy the aforesaid writ of Fieri Facias on the following described tract or parcel of land as the Property of the aforesaid Defendant lying and being in the County of Madison aforesaid known being a part of the East 2<sup>d</sup> of the North West Quarter of Section Nine Town-ship 9 Range 3 Egist. Bounded as follows beginning at the North East Corner of a lot of land owned by John H Rollins running North to the section line, thence along said line 200 yds West thence along the line that divides said land from that of Thomas Hatching, containing by estimation fourteen Acres be the same more or less and the said Sheriff proceeded to sell the aforesaid land by the Defendant availing the necessity of advertising the same the aforesaid land for sale at the Court House door in the Town of Canton aforesaid and the said Sheriff Hamblen Sheriff aforesaid also proceeded on the 11<sup>th</sup> day of May A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for cash and John H Rollins appeared and bid twenty two Dollars and 00 Cents per Acre which was more than any other person did or could bid nor therefore for and in consideration of the aforesaid sum of 22.00/100 Dollars Cents per Acre to me in hand paid the receipt of which is hereby acknowledged I Samuel Hamblen Sheriff aforesaid by virtue of the Authority vested in me as Sheriff do hereby bargain, sell and convey to the aforesaid John H Rollins all the right title interests and claims of the aforesaid Coving in and to the aforesaid tract or parcel of land together with all and singular the Appurtenances thereunto belonging or in anywise appertaining to have and to hold the same forever from the said . . . . . heirs Executors and Administrators In Testimony whereof I have hereunto set my hand and affixed my Seal the day and year first written

Saml Hamblen Sheriff

State of Mississippi Personally appeared before me John Hammer Clerk of the Madison County Probate Court of said County Samuel Hamblen who acknowledged that he signed, sealed and delivered the within deed on the day and for the purposes therein specified as his act and deed as Sheriff

Given under my hand and Seal of Office at Canton July 20<sup>th</sup> 1840

John Hammer Clerk  
By Charles Serrey, Ck

Samuel Hamblen Received for Record 20<sup>th</sup> Recorded 25<sup>th</sup> July A.D. 1840  
 Dr J Reed  
 Samuel Levine This Indenture made and entered into 1<sup>st</sup> day of February Anno Domini One thousand Eight hundred and Forty between Samuel Hamblen

Sheriff of Madison County Mississippi of the first part and Samuel Dirvine of the second part witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against Collin Pearce & Thomas McDonald in the following case viz at the April Term 1837 of said Court to wit, Lewis Dirvine vs J<sup>r</sup> & W<sup>r</sup> Collin Pearce and Thomas McDonald for the sum of \$307.<sup>66</sup>/<sub>100</sub> with interest at the rate of eight percent per Annum from date until paid and cost of suit and whereas writs of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that of the Goods and Chattels lands and tenements of the aforesaid Collin Pearce & McDonald he cause to be made the sum of money mentioned in said writ of Fieri Facias to render to the said Plaintiff at the May Term 1840 of said Court and the said Sheriff in conformity of the command of said writ proceeded on the 24 day of December A<sup>d</sup> 1839 to levy the aforesaid writ of Fieri Facias on the following described tract or parcel of land as the property of the aforesaid Defendant lying and being in the County of Madison aforesaid known as the tract on which the said McDonald now resides lying in Township 8 Range 4 East containing by Estimation 160 acres be the same more or less and the said Sheriff proceeded to advertise the same for Thirty days previous to the 17<sup>th</sup> day of February A<sup>d</sup> 1840 in the Madison Whig Advocate a public news paper printed in the Town of Canton of Miss the aforesaid land for sale at the Court House door in the Town of Canton aforesaid and the said Samuel Hamblen Sheriff as aforesaid also proceeded on the 17<sup>th</sup> day of February A<sup>d</sup> 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and Samuel Dirvine appeared and bid One Dollar and 00 Cents per acre which was more than any other person did or would bid nor therefore for and in consideration of the aforesaid sum of One Dollar and 00 Cents per acre to me in hand paid the receipt of which is hereby acknowledged I Samuel Hamblen Sheriff as aforesaid by virtue of the authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid S. L. Dirvine all the right title interest and claim of the aforesaid McDonald in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereto belonging or in anywise appertaining to have and to hold the same forever from the said Thomas McDonald his heirs Executors and Administrators. In Testimony whereof I have hereunto set my hand and affixed my seal the day and year first written

Samuel Hamblen Sheriff

State of Mississippi Personally appeared before me John Cameron Clerk of Madison County the Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the within deed on the day and for the purposes therein specified as his act and deed as Sheriff

Given under my hand and Seal of Office at Canton this 20<sup>th</sup> day of July A<sup>d</sup> 1840

John Cameron Clerk  
By Charles Serier A<sup>d</sup>

Samuel Hamblen  
Deed

Samuel Hamblen Received for Record 21<sup>st</sup> Recorded July 23<sup>rd</sup> 1840

In 3 Reed  
 Gully & Blakey This Indenture made and entered into 20<sup>th</sup> day of July Anno Domini One thousand Eight hundred and Forty between Samuel Hamblen Sheriff of Madison County Mississippi of the first part and Gully & Blakey of the second part witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against Sam Flourney Walker & Wm Madlington in the following case viz at the November Term 1838 of said Court (upon motion) to wit Gully & Blakey vs Sam Flourney & John Walker & Wm Madlington securities for \$2983.00 same vs same & same upon motion for \$649.26 same vs same upon motion same for \$2209.87 and at the October Term 1837 to wit Merriman Briggs & Co vs Wm Madlington for \$808.00 with interest at the rate of eight per cent per annum from date until paid and cost of suit and whereas writs of Fieri Facias issued from the office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that of the Goods and Chattels Land and tenements of the aforesaid Flourney & Walker & Madlington securities he cause to be made the sum of money mentioned in said writs of Fieri Facias to render to the said plaintiffs at the November Term 1840 of said Court and the said Sheriff in conformity of the Command of said writs proceeded on the 30<sup>th</sup> day of May A.D. 1840 to levy the aforesaid writs of Fieri Facias on the following described tract or parcel of land to wit the property of the aforesaid Defendant Wm Madlington lying and being in the County of Madison aforesaid known as follows East half of the South East quarter West half South East quarter Section 31 West half North West quarter Section 32 Township n<sup>o</sup> 9 Range 1 West N. E. 1/4 Section 36 N. E. 1/4 Section 5 Township 8 Range One West containing by estimation 480 acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the 20<sup>th</sup> day of July A.D. 1840 in the Madison Advertiser a public newspaper printed in the Town of Canton Miss the aforesaid land for sale at the Court House door in the Town of Canton aforesaid and the said Samuel Hamblen Sheriff as aforesaid also proceeded on the 20<sup>th</sup> day of July A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and Gully & Blakey appeared and bid One Dollar and 45 Cents per Acre which was more than any other person did or would bid. Now therefore for and in consideration of the aforesaid sum of One Dollar and 45 Cents per Acre to me in hand paid the receipt of which is hereby acknowledged, I Samuel Hamblen Sheriff as aforesaid by virtue of the Authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Gully & Blakey all the rights title interest and claim of the aforesaid Madlington in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereunto belonging or in any wise appertaining to have and to hold the same forever from the said Flourney Walker & Madlington and their heirs Executors and Administrators In Testimony whereof I have hereunto set my hand and affixed my Seal the day and year first written

Sam Hamblen Sheriff

State of Mississippi Personally appeared before me John Hammon Clerk of Madison County of the Probate Court of said County Samuel Hamblen

who acknowledged that he signed, sealed and delivered the within deed on the day and for the purposes therein mentioned as his act and deed as Sheriff of said County

Given under my hand and Seal of Office at Canton this 21<sup>st</sup> day of July A.D. 1840

*Seal*

Wm. Cameron Clerk  
By Charles Senior. A.C.

Samuel Hamblen Received for record 21<sup>st</sup> Recorded 24<sup>th</sup> July A.D. 1840

To S Deed  
Gully & Blakey

This Indenture made and entered into 20<sup>th</sup> day of July Anno Domini One thousand Eight hundred and Forty between Samuel Hamblen Sheriff of Madison County Mississippi of the first part and Gully & Blakey of the second part witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against Saml M Flounoy upon motion of Walker & Wadlington in the following case viz at the November Term 1838 of said Court to wit Gully & Blakey vs Samuel M Flounoy Sheriff upon motion and of Walker & Wadlington securities for \$49.26 and same as same upon motion and same as securities for \$2982.00 with interest at the rate of eight per cent per annum from date until paid and cost of suit and whereas writs of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that of the goods and chattels lands and tenement of the aforesaid Flounoy, Walker & Wadlington he cause to be made the sums of money mentioned in said writs of Fieri Facias to render to the said plaintiffs at the November Term A.D. 1840 of said Court and the said Sheriff in conformity of the command of said writs proceeded on the sixth day of June A.D. 1840 to levy the aforesaid writs of Fieri Facias on the following described tract or parcel of land as the property of the aforesaid defendant lying and being in this County of Madison aforesaid known as follows A part of the West half of the North West Quarter of Section Number Nineteen Township N. 9. Range E. East adjoining the Town of Canton and known as the place formerly owned by John Munn & Philips Munn & later by them sold to S. M. Flounoy & by Flounoy sold to A. A. Healey containing by estimation six acres be the same more or less and the said Sheriff proceeded to advertise the same of thirty days previous to the 20<sup>th</sup> day of July A.D. 1840 in the Madison Whig Advocate a public newspaper printed in the Town of Canton Miss. the aforesaid land for sale at the Court House door in the Town of Canton aforesaid and the said Samuel Hamblen Sheriff as aforesaid also proceeded on the 20<sup>th</sup> day of July A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for cash and Gully & Blakey appeared and bid forty five dollars per acre which was more than any other person did or would bid now therefore and in consideration of the aforesaid sum of forty five dollars per acre to me in hand paid the receipt of which is hereby acknowledged I Samuel Hamblen Sheriff as aforesaid by virtue of the Authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Gully & Blakey all the right title interest and claim of the aforesaid S. M. Flounoy & in and to the aforesaid tract or parcel of land together with all and singular the Appurtenances thereunto belonging or in anywise pertaining to have and to hold the same forever from the said Saml M Flounoy his heirs executors and Administrators; In Testimony whereof I have hereunto set my hand and



affixed my seal the day and year first written

Sam<sup>e</sup> Heamblen Sheriff. 353

The State of Mississippi. Personally appeared before me John J Cameron Clerk of the Probate Madison County. Court of said County Samuel Heamblen who acknowledged that he signed sealed and delivered the within deed on the day and for the purposes therein mentioned as his act and deed as Sheriff of said County.

Given under my hand & Seal of Office at Canton this 21<sup>st</sup> day of July 1840

John J Cameron Clerk  
By Charles Sevier C. C.

Samuel Heamblen Received for Record 22<sup>nd</sup> Recorded 24<sup>th</sup> July 1840.

To S Deed }  
Montfort Jones. } This Indenture made and entered into this 20<sup>th</sup> day of July Anno Domini One thousand Eight hundred and Forty between Samuel Heamblen Sheriff of Madison County Mississippi of the first part and Montfort Jones of the second part witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against Willis Blade in the following case viz at the May Term 1838 of said Court to wit Francis Hampton vs Willis Blade et al for \$254.<sup>75</sup>/<sub>100</sub> and Johnson Silverberg vs Willis Blade et al for \$142.<sup>75</sup>/<sub>100</sub> and at the May Term 1840 of said Court to wit August Black use of Edward vs Willis Blade for \$1265.<sup>75</sup>/<sub>100</sub> with interest at the rate of eight per cent from date until paid and cost of suit and whereas writs of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that of the goods and chattels lands and tenements of the aforesaid Willis Blade he cause to be made the sum of money mentioned in said writs of Fieri Facias to render to the said Plaintiff at the May Term Term A.D. 1840 of said Court and the said Sheriff in conformity of the command of said writ proceeded on the 4<sup>th</sup> & 30<sup>th</sup> days of May A.D. 1840 to levy the aforesaid writs of Fieri Facias on the following described tract or parcel of land as the property of the aforesaid Defendant lying and being in the County of Madison aforesaid. Known as follows North 62<sup>nd</sup> E. 2<sup>nd</sup> S. E. 2<sup>nd</sup> Section and T. 8. R. 2 East. N. 1/2 & West half S. 1/2<sup>nd</sup> Section 6. T. 8. R. 3 East containing by estimation 480 acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the 20<sup>th</sup> day of July A.D. 1840 in the Madison Whig Advocate a public news paper printed in the Town of Canton Miss. the aforesaid land for sale at the Court House door in the Town of Canton aforesaid and the said Samuel Heamblen Sheriff as aforesaid also proceeded on the 20<sup>th</sup> day of July A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for cash and Montfort Jones appeared and bid four dollars and 3/2 cents per acre which was more than any other person did or would bid now the for for and in consideration of the aforesaid sum of four dollars and 3/2 cents per acre to me in hand paid the receipt of which is hereby acknowledged I Samuel Heamblen Sheriff as aforesaid by virtue of the authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Montfort Jones all the right title interest and claim of the aforesaid W. Blade in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereto belonging or in any wise appertaining to have and to hold the same forever from the said Willis Blade or his heirs Executors and administrators. In testimony whereof I have hereunto set my hand

And affixed my seal the day and year first written

Samuel Hamblen Sheriff 35

State of Mississippi Personally appeared before me John Cameron Clerk of the Probate Madison County Court of said county Samuel Hamblen who acknowledged that he signed sealed and delivered the foregoing deed on the day and for the purposes therein mentioned as his act and deed as Sheriff Given under my hand and seal of

Office at Canton this 22<sup>nd</sup> day of July A.D. 1840

John Cameron Clerk  
By Charles Deviers Clk

Seal

Samuel Hamblen Received for Record 22<sup>nd</sup> Recorded 24<sup>th</sup> July 1840

To 3 Deed. }  
 McLean & Tupper. } This Indenture made and entered into 20<sup>th</sup> day of July Anno Domini One thousand Eight hundred and Forty between Samuel Hamblen Sheriff of Madison County Mississippi of the first part and Hector B. McLean & Tullius le Tupper of the second part witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against Neightly Saunders in the following case viz at the May Term 1838 of said court to wit, William E. Keardel vs Neightly Saunders, James Sims, & John Brooks \$64.50 with interest at the rate of Eight Per Cent per Annum from date until paid and cost of suit and whereas writs of Fieri Facias issued from the Office of the Clerk of the Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that of the goods and Chattels, lands and tenements of the aforesaid Neightly Saunders he cause to be made the sum of money mentioned in said writ of Fieri Facias to render to the said plaintiff at the November Term 1840 of said Court and the said Sheriff in conformity of the command of said writ proceeded on the 1<sup>st</sup> day of June A.D. 1840 to levy the aforesaid writ of Fieri Facias on the following described tract of land as the property of the aforesaid Defendant lying and being in the County of Madison aforesaid known as follows. E 2 S W 2 Sec 32: E 2 S W 2 Sec 33: T11. Rang. 4 East and S 2 W 2 T11 Sec 4 Township 10 Range 4 East containing by estimation 200 Acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the 20<sup>th</sup> day of July A.D. 1840 in the Madison Whig Advocate a public newspaper printed in the Town of Canton Miss the aforesaid land for sale at the Court House door in the Town of Canton aforesaid and the said Samuel Hamblen Sheriff as aforesaid also proceeded on the 20<sup>th</sup> day of July A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for cash and the B. McLean & Tupper appeared and bid One Dollar and 11 Cents per Acre which was more than any other person did or would bid now therefore for and in consideration of the aforesaid sum of One Dollar and 11 Cents per Acre to me in hand paid the receipt of which is hereby acknowledged I Samuel Hamblen Sheriff as aforesaid by virtue of the Authority vested in me as Sheriff do hereby bargain sell and Convey to the aforesaid B. McLean & Tupper all the right title interest and claim of the aforesaid N. Saunders in and to the aforesaid tract and parcel of land together with all and singular the Appurtenances thereunto belonging or in any wise appertaining to have and to hold the same forever from the said N. Saunders or his heirs Executors and Administrators. In testimony whereof I have hereunto set my hand and affixed my seal the day and year first written

Samuel Hamblen Sheriff 35

State of Mississippi Personally appeared before me John T. Cameron Clerk of Madison County. The Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the within deed on the day and for the purposes therein mentioned as his Act and deed as Sheriff

Given under my hand and Seal of Office at Canton this 22<sup>nd</sup> day of July A.D. 1840

Seal

v v v

John T. Cameron Clerk  
By Charles Sevier C.C.

Samuel Hamblen Received for Record 23<sup>rd</sup> Recorded 24<sup>th</sup> July A.D. 1840

Do S Deed  
Hugh McLawson This Indenture made and entered into this 4<sup>th</sup> day of May Anno Domini One thousand Eight hundred and Forty between Samuel Hamblen Sheriff of Madison County Mississippi of the first part and Hugh McLawson of the second part witnesseth that whereas judgment was rendered by the Circuit Court of Madison aforesaid against James Sims, Uriah Dent, Alford Healey & Enoch King in the following case viz at the February Term 1839 of said Court to wit, A. B. & Robert Moore vs James Sims, Uriah Dent, Alford Healey, & Enoch King for \$6816.<sup>00</sup> with interest at the rate of eight per cent per annum from date until paid and cost of suit and whereas writs of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that if the goods and chattels lands and tenements of the aforesaid defendants he cause to be made the sum of money mentioned in said writs of Fieri Facias to render to the said Plaintiff at the May Term A.D. 1840 of said Court and the said Sheriff in conformity of the command of said writ proceeded on the first day of April A.D. 1840 to levy the aforesaid writ of Fieri Facias on the following described tract or parcel of land as the property of the aforesaid defendant lying and being in the County of Madison known as the North half of the East half South East Quarter & the West half of the South East Quarter of Section Number 26 Township Eleven North of Range 4 East containing by estimation 120 Acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the 4<sup>th</sup> day of May A.D. 1840 in the Madison Whig Advocate a public newspaper printed in the Town of Canton Miss the aforesaid land for sale at the Court House door in the Town of Canton aforesaid and the said Samuel Hamblen Sheriff as aforesaid also proceeded on the fourth day of May A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and Hugh McLawson appeared and bid Ten Cents per acre which was more than any other person did or would bid Now therefore for and in consideration of the aforesaid sum of Ten Cents per acre to me in hand paid the receipt of which is hereby acknowledged I Samuel Hamblen Sheriff as aforesaid by virtue of the Authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Lawson all the right title interest and claim of the aforesaid Enoch King in and to the aforesaid tract or parcel of land together with all and singular the Appurtenances thereunto belonging or in any wise appertaining to have and to hold the same free from the suit Enoch King or his Heirs Executors and Administrators... Met testimony whereof I have hereunto set my hand and affixed my seal the day and year first written

State of Mississippi  
Madison County

Samuel Hamblen Sheriff S.D.S.

Personally appeared before me John T. Cameron Clerk of the

Probate Court of said County Samuel Hamblin who acknowledged that he signed, sealed and delivered the within deed on the day and for the purposes therein mentioned as his act and deed as Sheriff

Given under my hand and Seal of Office  
at Canton this 23<sup>rd</sup> day of July A.D. 1840

Wm J Cameron Clerk  
By Charles Seried Ale

William M. Gwin Received for Record 22<sup>nd</sup> Recorded 24<sup>th</sup> July 1840

J. S. Reed

William M. Bride } This Indenture made and entered into this Eleventh  
day of May in the year of our Lord One thousand Eight hundred and Forty  
between William M. Gwin Marshal of the Southern District of Mississippi of the  
One part and William M. Bride of the other part witnesseth, whereas one writ  
of Fieri facias lately issued from the Circuit Court of the United States for the South-  
ern District of Mississippi directed to the said Marshal at the suit of Henderson  
Taylor against the goods and chattels lands and tenements of Benjamin G. Marshal  
(W. Wade, William Wade, Thomas Noble for the sum of Thirteen thousand -  
One hundred and twenty One  $\frac{4}{100}$  dollars which said writ of Fieri facias was  
levied on a certain tract of land lying and being in the County of Madison  
District and State aforesaid. It is more and described as the North West fourth  
of Section fourteen South West fourth of Section Fourteen, West half South East  
fourth West half North East fourth Section fourteen all in Township Eight Range  
One East with the Appurtenances as the lands and tenements of the above named  
defendant William Wade and the said Marshal having given thirty days previous  
notice that the above described land would be sold at Public Auction by virtue of  
said writ of Fieri facias on the Eleventh day of May 1840 between the hours of  
Eleven o'clock A.M. and five o'clock P.M. of said day at the Court House of Madison  
County did at the same time and place offer said Premises for sale at Public Auction  
and the said William M. Bride party of the second part then and there appeared  
and bid for the premises the sum of Five hundred & five dollars which said sum  
was more than any other offered or bid for the same whereupon the said premises  
were struck off to the said William M. Bride he being the highest and best  
bidder therefor. Now this Indenture witnesseth that the said William  
M. Gwin Marshal as aforesaid for and in consideration of the premises and of  
the said sum of Five hundred & five dollars to him the said Marshal in hand  
well and truly paid by the said William M. Bride at and before the sealing  
and delivery hereof the receipt whereof is hereby acknowledged hath this day  
Granted, Bargained, sold, aliened and conveyed and by these presents doth grant  
Bargain, sell, alien and convey unto the said William M. Bride heirs and  
assigns forever all and singular the before described premises, hereditaments,  
privileges and Appurtenances thereunto belonging or in any ways appertaining  
to him and to hold the said premises, privileges, and Appurtenances and  
all the right, interest, title or claims both at law and in equity of him the said  
William Wade the above named defendant of in or to the same unto the said  
William M. Bride his heirs and assigns forever. In witness whereof the

said Mr Gwin Marshal as aforesaid hath hereunto set his hand and seal the day and year first above written  
Mr Gwin Seal

Marshal of the Southern District of Mississippi

Madison County Personally appeared before me the undersigned acting Justice of the Peace in and for the County State aforesaid William M Gwin who acknowledged that he signed sealed and delivered the within deed on the day and for the purposes therein contained as his official act and deed.

Given under my hand & seal this 24<sup>th</sup> day May 1840  
J. P. Seal

Cornelius Graham Received for Record & Recorded July 25<sup>th</sup> 1840

As 3<sup>rd</sup> Deed. This Indenture made and entered into this 24<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and forty between Cornelius Graham of the County of Madison and State of Mississippi of the one part and Banister Wells of the County of Madison and State of Mississippi of the other part witnesseth that the said Cornelius Graham and Elizabeth Graham his wife for and in consideration of the sum of seven thousand two hundred dollars to them in hand paid by the said Banister Wells the receipt whereof is hereby acknowledged hath this day bargained sold and conveyed unto the said Banister Wells the following described tract of land to wit The North West Quarter of Section twenty six The North East Quarter of Section twenty seven The East half of the North West Quarter of Section twenty seven The East half of the South West Quarter of Section twenty seven all in Township seven Range one East lying in the County of Madison and State aforesaid to have and to hold the above described tract or parcel of land with all the appurtenances to him the said Banister Wells his heirs Administrators or assigns forever And we the Cornelius Graham and Elizabeth Graham his wife do hereby for ourselves our heirs Administrators or assigns warrant and defend the right and title of the above described land to him the said Banister Wells his heirs and assigns forever from any person or persons claiming the same either at law or in equity. In witness whereof we have hereunto set our hands and seals the day and date above written

Cornelius Graham Seal  
Elizabeth Graham Seal

The State of Mississippi  
Madison County Personally appeared before me William O Hart an acting Justice of the Peace in and for said County Cornelius Graham & Elizabeth his wife who severally acknowledged that they signed sealed and delivered the foregoing deed as their act and deed for the purposes therein mentioned and the said Elizabeth his wife being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same without compulsion fear of threat from her said husband  
Given under my hand and seal this 24<sup>th</sup> day of July 1840

W. O. Hart Seal

Banister Wells Received for Record and Recorded July 25<sup>th</sup> 1840

As 3<sup>rd</sup> Deed Trust. This Indenture made and entered into this 24<sup>th</sup> day of July one thousand eight hundred and forty between Banister Wells of the County of

I have read the above and certify that the same is a true and correct copy of the original as the same appears in the records of the County of Madison State of Mississippi.

Madison and State of Mississippi of the first part. Cornelius Graham of the same County and State of the second part, and William J Austin of the County of Madison State of said of the third part whereas the said Parister Wells is indebted to the said Cornelius Graham in the sum of seven thousand two hundred dollars on Four promissory notes to wit The first due the 1<sup>st</sup> January 1841 for the sum of Eighteen hundred dollars - The second due 1<sup>st</sup> January 1842 for the sum of Eighteen hundred dollars - The third due 1<sup>st</sup> January 1843 for the sum of Eighteen hundred dollars - The fourth due 1<sup>st</sup> January 1844 for the sum of Eighteen hundred dollars all bearing date the sixteenth day of July 1840 - And whereas the said Wells is desirous and hath agreed to indemnify and secure and it is the true intent of these presents to indemnify and secure the said Graham in the punctual payment of the several notes as above specified - Now this Indenture witnesseth that the said Parister Wells in consideration of the premises and of the sum of Ten dollars Current money to him in hand paid before the Execution of these presents the receipt whereof is hereby acknowledged hath granted bargained sold & conveyed and by these presents doth bargain sell and convey unto William J Austin trustee as hereinafter named, The following tract or parcel of land to wit the Northwest quarter of Section twenty six - The North East quarter of Section twenty seven - The East half of the North West quarter of Section twenty seven - The East half of the South West quarter of Section twenty two, all in Township seven Range One East lying in the County of Madison and State of Mississippi with all Appurtenances thereto belonging - To have and to hold the said tract or parcel of land as above described with the Appurtenances thereto belonging or in any wise Appertaining unto the said William J Austin trustee as hereinafter provided for in as full & ample manner as the said Wells his heirs or assigns could have or hold the same - Provided however and this Indenture and the Conveyance & Appointment therein contained are made upon the trusts and for the purposes following to wit in trust that if the said Wells shall fail to pay the several notes as before specified or either of them at maturity to wit one for Eighteen hundred dollars on the 1<sup>st</sup> Janry 1841 - One for Eighteen hundred dollars on the 1<sup>st</sup> Janry 1842 - One for Eighteen hundred dollars on the 1<sup>st</sup> Janry 1843 - One for Eighteen hundred dollars on the 1<sup>st</sup> Janry 1844 - Then the said William J Austin as hereinafter provided for shall and may at the request of the said Graham at any time after the expiration of six months from the maturity of either of said notes to sell at public Auction on the premises to the highest bidder for Cash the aforesaid tract or parcel of land having given at least thirty days previous Public notice specifying the time and place in manner and terms of sale and also upon the further trust that the said trustee shall have full power & authority to receive the money arising from said sale and shall forthwith pay over the same to the said Graham and the residue of any shall pay over to the said Wells and in case a sale should take place the said trustee shall upon the payment of the purchase money execute a good and sufficient deed of Conveyance of the aforesaid land and premises to the purchaser thereof - In testimony whereof the said parties of the first and second parts & the said William J Austin in acceptance of the trusts herein conferred have heret respectively set their hands & affixed their seals on the day and year first herein written.

Parister Wells. Seal  
 Mary Wells. Seal  
 Cornelius Graham. Seal  
 W<sup>m</sup> J Austin. Seal

The State of Mississippi Personally appeared before me William A. Heart an acting Madison County Justice of the Peace in and for said County, William Wells, Mary Wells his wife Cornelius Graham Hill of Austin who severally acknowledged that they signed sealed and delivered the foregoing deed as their act and deed for the purposes therein mentioned and the said Mary Wells having been examined separate and apart from her said husband acknowledged that she signed the same without fear threats or compulsion of her said husband - Given under my hand and seal this 24<sup>th</sup> day of July 1840 Wm A. Heart J. P. Seal

Louisa E. Gerald Received for Record July 27<sup>th</sup> Recorded July 29<sup>th</sup> 1840

Deed  
 Will Graves. This Indenture made this eighth day of July in the year of our Lord One thousand Eight hundred and Forty between Louisa E. Gerald of Madison County and State of Mississippi of the one part and Will Graves and Eleanor Graves his wife of Yazoo County and State aforesaid of the other part Witnesseth that the said Louisa E. Gerald for and in consideration of Fifteen hundred dollars to her in hand paid by the said Will Graves and Eleanor Graves the receipt whereof is hereby acknowledged has granted bargained sold released conveyed and confirmed and by these presents does grant bargain sell release convey and confirm unto them the said Will Graves and Eleanor Graves their heirs and assigns forever all that tract or parcel of land known as the East half of the North East Quarter of Section One in Township Eight of Range two West the East half of the South West Quarter of Section thirty six in Township Nine of Range two West and the North half of the East half of the North West Quarter of Section One in Township Eight of Range two West containing two hundred acres more or less with all the stocks consisting of horses hogs cattle on the premises together with all the privileges and appurtenances thereunto in any wise belonging to have and to hold the above bargained premises with all the privileges and appurtenances thereunto belonging to them the said Will Graves and Eleanor Graves their heirs and assigns forever and the said Louisa E. Gerald does hereby covenant with the said Will Graves and Eleanor Graves that she is lawfully seized in fee simple of said premises and has good right to convey the same in manner and form as herein expressed and that they are free and clear of all incumbrances whatsoever and furthermore the said Louisa E. Gerald for herself her heirs Executors and Administrators promises and agrees to and with the said Will Graves their heirs and assigns that the above described premises with all the privileges and appurtenances thereto belonging shall and will forever warrant and defend against the lawful claims of all Persons whatsoever In testimony whereof the said Louisa E. Gerald have put my hand and seal the day and year first above written.

Signed sealed and delivered in presence of Louisa E. Gerald

interlined in the 15<sup>th</sup> line from top with all the stocks consisting of horses hogs cattle on the premises before signing sealing and delivering the presents  
 The State of Mississippi Be it remembered that on the eighteenth day of July 1840 Eighteen hundred and forty personally appeared before the undersigned Justice of the Peace in and for said County Louisa E. Gerald who ack-

acknowledged that she signed sealed and delivered the within indenture as her act and deed. Given under my hand and seal this 18<sup>th</sup> day of July 1840  
Wm. L. Henderson Seal

James B Yellowky Received for Record of Seal Recorded July 29<sup>th</sup> 1840  
Attorney

Willis M Lewis Know all men by these presents that James B Yellowky of the County of Halifax and State of North Carolina have made & appointed and by these presents do make and appoint Willis M Lewis of the County of Madison and State of Mississippi my lawful Attorney in fact & especially to enter into replevin bonds & sign all other instruments in writing necessary in case attachment should be granted against my property or against the property of Guilford Nicholson dec'd to whose Will I am Executor in the said M Lewis is hereby authorized to act as my Attorney in any & all matters & things wherein I am concerned either individually or as Executor of the said Guilford Nicholson or as surviving partner of G. Nicholson & James B Yellowky in the State of Mississippi all the acts & deeds of the said M Lewis in relation to the above matters shall be as binding on me as though I were present & had done the same myself In witness whereof I have hereunto set my hand & seal this 4<sup>th</sup> day of May 1840

J. M. Miggins Seal State of North Carolina J. James Simmons Clerk of the Court of Pleas & Quarter Halifax County Sessions for the County aforesaid do hereby certify that the within power of Attorney was exhibited before me this day and duly proven by the oath of the subscribing witness, Mason & Miggins I further certify that the said M & Miggins is an acting Justice of the Peace in and for the aforesaid County & was at the time of signing the same and due force & credit is due to his acts as such In witness whereof I hereunto set my hand & affix the seal of my office this 5<sup>th</sup> day of May 1840  
J. Simmons. C.C.

Seal State of North Carolina J. Rice B Peirce Chairman and Presiding Magistrate Halifax County of the Court of Pleas & Quarter Sessions for the County of Halifax and State aforesaid do hereby certify that James Simmons whose name appears signed to the foregoing Certificate is and was at the time of signing the same Clerk of the Court of Pleas & Quarter Sessions over which I preside & that due faith & credit is and ought to be placed to all his official acts as such. Given under my hand and private Seal having my public seal of office this 6<sup>th</sup> day of May 1840  
Rice B Peirce Chairman

State of North Carolina J. James Simmons Clerk of the Court of Pleas & Quarter Halifax County Sessions for the County aforesaid do hereby certify that Rice B Peirce whose name appears to the foregoing Certificate is Chairman of our said Court and was at the time of signing the same and that due force and credit is due to his acts as such. In witness whereof I hereunto set my hand and affix the seal of my office this 12<sup>th</sup> day of May 1840  
Seal James Simmons Clerk

Not in Indenture



The State of North Carolina

To all to whom these presents shall come, Greeting. Be it remembered that Rice B. Peice Esq whose signature appears in his own proper handwriting to the Annexed Certificate to the Power of Attorney of James B. Yellotley was at the time of signing the same and now is a Justice of the Peace of the County of Halifax and State of North Carolina aforesaid and as such he is duly qualified and empowered to give said Certificate which is here done in the usual and proper manner and full faith and credit are due to the same and ought to be given to all the Official acts of the said Rice B. Peice.

Seal

By the Governor

In testimony whereof E. Edw. B. Dudley Governor - Captain General and Commander in Chief have caused the Great Seal of the State to be hereunto affixed and signed the same at the City of Raleigh on the 14th day of May in the year of our Lord One thousand Eight hundred and forty and in the 14th year of the Independence of the United States

Edw. B. Dudley

Wm. Battle Private Secretary

Alexander Leggitt & Prudence Ablin Adms

Received Record 27th Recorded 29th July 1840

To: J. A. Reed, William S. Balfour

Know all men by these presents that we, Alexander Leggitt Administrator and Prudence Leggitt Administratrix of the late Erasmus Leggitt deceased, all of the County of Madison and State of Mississippi for and in consideration of the sum of One hundred dollars to us in hand paid as administrators aforesaid the receipt whereof is hereby acknowledged have bargained, sold and conveyed to William S. Balfour of the County and State aforesaid his heirs and assigns forever, all that lot, tract or parcel of land lying and being as follows to wit, Beginning on the South East Corner of a lot of land (about six acres) transferred to W. S. Balfour by Robert Montgomery in 1833. Running thence North thirty six poles to a stake it being the North East Corner of the above named transferred lot of land thence East to the old line between W. S. Balfour and Moses Cook thence a South westerly direction with said line between Cook & Balfour to a stake which stake was a corner in the old purchase of Balfour from said Cook the same stake being one hundred yards North of the section line dividing sections 28 & 33 of Township Nine Range One West of Choctaw District Mississippi thence West to the beginning containing six acres more or less it being a part of the East half of South West quarter of Section 28 Township Nine Range One West Madison County Mississippi together with all and singular the rights, privileges and appurtenances thereunto belonging to the said William S. Balfour his heirs and assigns forever hereby covenanting and agreeing to and with the said W. S. Balfour his heirs and assigns the title to the aforesaid premises well and truly to warrant and defend. In witness whereof we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 1840

the same tract or parcel of land that was sold to said Balfour at the administrators sale of Erasmus Leggitt on the 14th December 1834

Alexander Leggitt & Prudence Ablin formerly Leggitt Administrators Seal mark

The State of Mississippi Personally appeared before me John T Cameron  
 Madison County Clerk of the Probate Court of said County Alexander  
 Leggett and Prudence Astin who severally acknowledged that they signed  
 sealed and delivered the foregoing deed on the day and year therein written  
 for the purposes therein mentioned as their act and deed as Administrators  
 given under my hand and seal of Office  
 at Canton this 27<sup>th</sup> day of July A.D. 1840  
 ✓ ✓ ✓ John T Cameron Clerk  
 By Charles Sever Mc

Mary Mc Hilliard Received for Record. Recorded August 5<sup>th</sup> 1840

1<sup>st</sup> B. deed Trust Watson Hobson & Fogg This Indenture made and entered into this  
 20<sup>th</sup> July 1840 One thousand Eight hundred and Forty by and between  
 Mary Mc Hilliard of the County of Williamson and State of Tennessee  
 of the first part and Matthew Watson Nicholas Hobson & Francis B  
 Fogg of the County of Davidson State of Tennessee of the other part  
 witnesseth That for and in consideration of the sum of Two dollars  
 to the said Mary Mc Hilliard paid by the said Matthew Watson, Nicho-  
 las Hobson & Francis B Fogg, and other considerations hereinafter  
 mentioned the said Mary Mc Hilliard has granted, bargained, sold  
 conveyed and confirmed, and by these presents doth give Grant bargain  
 sell convey confirm unto the said Matthew Watson, Nicholas Hobson & Francis  
 B Fogg and their heirs and assigns forever, all the following described  
 tracts or parcels of land lying and being in the County of Madison in the  
 State of Mississippi known & designated as follows to wit: The Seventeenth  
 Section also the South West quarter of Section nine Also the South East  
 Quarter of Section eight Also the East half of the South West quarter of  
 Section eight Also the East half of the South East quarter of Section eighteen  
 Also all of the East half of the North East Quarter of Section eighteen except  
 the following piece or parcel taken from the North West Corner of the same  
 described as follows to wit: Beginning at the Bayou in the West boundary  
 line of said East half of North East quarter of Section eighteen near a  
 Post oak stump and hick oak tree thence North thirty nine poles with  
 said Western boundary to the North West Corner of said East half said Quar-  
 ter thence running East with the Northern boundary of the same fifty  
 eight poles to a stake thence South thirty nine poles to a stake thence  
 West fifty eight poles to the beginning containing fourteen and one eighth  
 Acres more or less All of which above described tracts and parcels of land  
 are in Township eight Range two East. To have and to hold said  
 tracts and parcels of land with all the buildings privileges and  
 appurtenances with the rents issues profits & crops thereof to grow thereon  
 unto the said Matthew Watson, Nicholas Hobson and Francis B Fogg  
 the survivors or survivor of them their heirs and assigns forever &  
 the heirs & assigns of the survivor or survivors which tracts of land  
 were conveyed by William Hardiman and Mary Mc his wife

to the said Mary M. Williard by deed of indenture made & dated the 15<sup>th</sup> May 1839 and recorded in Madison County Mississippi in the Probate Court of said County in Book of Deeds. To Page. 530. & 531 and the said Mary M. Williard ditto also bargain & sell convey & confirm unto the said Matthew Naton, Nicholas Nelson, & Francis B. Hogg the following Negro Slaves Eighty two in number. Now in Madison County in the State of Mississippi - John, Henry, Martha Ann - Guilford, Stepe Chaney, Linsey, Grace, Phisio, Miles, Andrew, Susan, Phillis, P. scilla, George, Matilda, Elias, Gabriel, Sabra, Annamias, Rosetta, Moses, Gilbert, Isaac, Eliza, Fanny, Joshua, Milly, Kate, Amey, Harriet, Mary, Lucinda, Madrick, Judy, Nancy, Perry, Keeter, Wallace, Penny, Ben, Nichodemus, Julia Ann, Angelina, Bill, Virgil, Solomon, Frances, Joe Aaron, Catharine, Elabourne, Jane, David, Allen, Hardy, Chapman, Thony, Peter, Rose, Venus Little Venus, Thom & Thom Yellow, Lucy Big Lucy, Piggy & Piggy, Eddy & Big Eddy, old Ephraim & young Ephraim, William Little William, Maniged & Manira, old Maniah, Maniah Little Maniah & the bab. of Maniah, Big Jim Little Jim. I have and hold the said Negro Slaves and their increase to the said Matthew, Nicholas, & Francis B. ditto survivors or survivors of them the Executors Administrators or assigns of the survivors or survivors in trust (nevertheless to and for the following uses and purposes to wit, that whereas the said Mary M. Williard and Isaac H. Williard have this day executed their Note to the Planters Bank for Thirty five thousand six hundred & Eighty Eight <sup>25</sup>/<sub>100</sub> dollars payable on the first day of May 1841 at the Planters Bank at Nashville, which note is given in consideration of direct loan of money due and owing by the said M. M. Williard & H. Williard and William Hardeman as members of certain Bills of Exchange and Makers of certain promissory Notes of which the Planters Bank of Tennessee is the holder, upon which notes so given as aforesaid it is agreed by and between said Bank, said Mary M. Williard and Isaac H. Williard that when the said Note for thirty five thousand six hundred and Eighty Eight <sup>25</sup>/<sub>100</sub> dollars becomes due that if one fifth part thereof to wit the sum of seven thousand One hundred thirty seven <sup>25</sup>/<sub>100</sub> dollars shall be paid at maturity then and in that case the said Mary M. & Isaac H. shall execute a Note for the balance and interest payable on the 1<sup>st</sup> day of May 1842 including interest and upon the maturity of the second Note of one fifth part the original amount interest is paid then in that case the same is to be renewed for the balance & interest for twelve months longer and so on that the said Note and interest shall be paid in five annual instalments from the first May 1840 as aforesaid and also whereas the said Mary M. Williard, H. Williard and William Hardeman are indebted to the Tennessee Marine & Fire Insurance Company in the sum of Three thousand Eight hundred Eighty five <sup>25</sup>/<sub>100</sub> dollars the interest calculated to 1<sup>st</sup> May 1840 and in consideration thereof they have executed their five several promissory Notes payable to the said Insurance Company One due the first day of May 1841 for 24, 17. (say Eight hundred forty four <sup>25</sup>/<sub>100</sub> dollars) One the first day of May 1842 for Eight hundred seventy one <sup>25</sup>/<sub>100</sub> dollars, One the first day of May 1843 for Nine hundred Eighteen <sup>25</sup>/<sub>100</sub> dollars, One the first of May 1844

for nine hundred sixty five \$69/100 dollars, and the first day of May 1845  
 for one thousand three hundred \$1300 dollars all payable at the Union Bank  
 at Nashville, and the agreement is that if the said several promissory notes  
 the monies therein specified due to the Bank and Insurance Company  
 be paid on or before the day when they severally fall due then & in that case  
 this deed of Trust is to be null & void & of no effect, but if there is a failure to  
 pay the sums of money specified in either of said notes at maturity then  
 and in that case the Trustees or the survivors or survivor of them by themselves  
 or either of them or by their Attorney or Attorneys thereto lawfully authorized by  
 power of Attorney shall proceed upon giving public notice of the time and place  
 of sale in such manner as the Trustees may deem necessary to sell the Negroes  
 lands & crops hereby conveyed or so much thereof as maybe necessary upon such  
 terms and conditions either for cash or upon credit as to said Trustees or the  
 survivors or survivor of them may seem necessary for the purpose of paying the instal-  
 -ments and interest that maybe due and the expenses of this Trust, and it is  
 agreed that until the failure to pay any or all of said notes after they arrive at  
 maturity that the said Mary M. Hilliard shall remain in possession of  
 said land & Negroes & the growing crops upon said land subject to account  
 to the said Trustees and in case of failure to pay as aforesaid she covenants  
 to surrender possession of the same to the said Trustees or the survivors or survivor  
 of them or to their or his attorney for the purpose of carrying this trust into exe-  
 -cution. And in case the said Trustees shall all depart this life before the time  
 limited for the execution of this trust then and in that case the President  
 of the Planters Bank for the time being and the President of the Tennessee  
 Marine & Fire Insurance Company or their attorney shall have the same  
 powers as are conferred upon the Trustees by this deed and shall be author-  
 -ized to execute this trust. And the said Mary M. Hilliard doth covenant  
 & agree to and with the said Matthew Watson, Nicholas Hobson & Francis B.  
 Frogg that she is the true and lawful owner of the said land and Negroes  
 hereby conveyed and has good right and title to convey the same that  
 said land and Negroes are subject to no incumbrances and that she  
 will forever warrant and defend the same to the said Matthew Nich-  
 -olas and Francis B. against the claim and demand of all every person  
 or persons whatever. And the said Mary M. does further covenant and  
 agree that she will from time to time and at all times hereafter upon  
 request make and execute any other or further deeds or assurances for the  
 property hereby conveyed to secure the payment of said several sums of money  
 hereinbefore specified as may by said Trustees or the survivors or survivor of  
 them be reasonably desired, advised, or required. In witness whereof the  
 parties have hereto interchangeably set their hands and seals the day  
 and date above mentioned.

Signed, sealed, and delivered in presence of  
 Mary M. Hilliard Seal  
 N. Hobson Seal  
 M. Watson Seal  
 F. B. Frogg Seal

State of Tennessee }  
 Davidson County } Personally appeared before me John Catron an  
 Associate Justice of the Supreme Court of the United States the above named

Mary M. Williard, Matthew Watson, Francis B. Fogg & Nicholas Harrison  
 who acknowledged that they signed sealed and delivered the foregoing  
 deed on the day and year therein mentioned as their own and deed  
 given under my hand and seal this 24<sup>th</sup> day of July 1840  
 The grantor and grantees being to me well known  
 J. Catron Esq.

Samuel Hamblen Received for Record & Recorded August 11<sup>th</sup> 1840  
 Esq. 3 deed

Leonidas Lucius Polk This Indenture made this 11<sup>th</sup> day of August  
 in the year of our Lord Eighteen hundred and forty between Samuel Ham-  
 blen Sheriff of Madison County in the State of Mississippi of the one part  
 and Leonidas Lucius Polk of Maury County in the State of Tennessee  
 the other part Witnesseth Whereas on the eighteenth day of May in  
 the year aforesaid a certain writ of Fieri Facias did issue out of the Circuit  
 Court of Madison County aforesaid directed & delivered to the said Sher-  
 iff directing that whereas Phillius & Jupiter & John H. Rollins partners under  
 the name of Jupiter & Rollins lately by the judgment of said Court were  
 against James M. Baker, Michael J. McKittrick and Nathaniel Whitehead  
 the sum of sixteen hundred and sixty one dollars and seventy eight & a  
 half cents including damages and costs and whereas the said Sher-  
 iff of Madison County hath levied upon certain property of the said  
 Defendant Baker in obedience to an execution issued upon said judg-  
 ment and taken aforesaid bond of said Baker for the delivery of  
 said property at the time & place therein appointed with due security  
 and whereas the Sheriff of Madison County returned the said  
 office of said County the said bond and the same is forfeited which  
 hath the force and effect of a judgment according to the statute in such  
 cases made and provided the said Samuel Hamblen Sheriff was therefore  
 commanded that the goods & chattels lands and tenements of the said  
 Baker & Johnson he should cause to be made the aforesaid sum of sixteen  
 hundred & sixty one dollar & seventy eight & a half cents with interest at  
 the rate of Eight per Cent per Annum on \$162.66 from the first day of  
 May 1838 until paid also the sum of Nineteen dollars & twenty cents  
 Clerk Sheriffs fees in that behalf expended and that he should have the  
 said money before the Judge of said Court at the Court House in Mad-  
 ison County aforesaid on the first Monday of May then next to  
 render to said Jupiter & Rollins in satisfaction of said damages &  
 cost and that said Sheriff should have then there that writ and whereas  
 the said Sheriff in pursuance of the said writ on the twenty eighth day of May  
 in the year Eighteen hundred and forty laid the same upon the following  
 tracts parts of tracts or parcels of land lying being in Madison County afo-  
 resaid to wit the West half of the North East Quarter of Section thirty three  
 the West half of the North West Quarter & the North half of the West half of  
 the South West Quarter of Section thirty four the South half of the East  
 half of the South West Quarter of Section thirty four the South half of the

West half of the South West quarter of section thirty four the East half of the South East quarter of section thirty three the West half of the South East quarter the East half of the North East quarter of section thirty three all in Township Ten Range four East - Also the South half of the West half of the North East quarter of section four the North half of the West half of the North East quarter of section four the East half of the North East quarter of section four - the East half of the North West quarter of section four - the West half of the North West quarter of section three all of said last mentioned parcels of land lying in Township Nine Range four East containing nine hundred and forty four Acres more or less and whereas after having given due legal notice by advertisements put up at the door of the Court House of the said County of Madison and at two other public places in said County one of which was in the neighborhood of said property and also in the "Madison Whig Advocate" a public Gazette published in the same County of the time & place terms of sale for more than thirty days previous to the day of sale the said Sheriff did on the sixth day of July Eighteen hundred forty at the Court House in the Town of Canton in Madison County aforesaid between the hours of eleven o'clock A.M. and four o'clock P.M. expose the said lands to public sale to the highest bidder for Cash and the aforesaid Leonidas Polk & Lucius Polk became the highest bidders and purchasers of the said lands at & for the sum of Two dollars and four Cents per Acre and have since paid the said purchase money amounting to nineteen hundred twenty one dollars and seventy seven Cents to the said Sheriff all of which will more fully appear by reference to the original writ of *Terre Facias* numbered 6 to May Term 1840 and now of Record in the office of the Clerk of Madison County Circuit Court aforesaid. Now this indenture witnesseth that for and in consideration of the premises and of the sum of five dollars to the said Sheriff in hand paid the said Samuel Hamblen Sheriff as aforesaid hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Leonidas Polk & Lucius Polk their heirs and assigns forever the aforesaid tracts parts of tracts or parcels of land so taken in execution and sold as aforesaid together with all and singular the appurtenances thereto belonging - to have and to hold all and singular the said tracts parts of tracts or parcels of land as above described with the appurtenances unto the said Leonidas Polk & Lucius Polk their heirs & assigns forever.

In witness whereof the said Samuel Hamblen Sheriff as aforesaid hath hereunto set his hand & affixed his seal the day and year first herein before written

Signed sealed and delivered  
 in presence of Henry White  
 & A. M. Hardy

Saml Hamblen Sheriff

The State of Mississippi personally appeared before me the Subscriber Madison County Et Ja Justice of the Peace in & for the County & State

aforesaid duty, commissioned and qualified the within named  
 Samuel H. Henshew, Sheriff of said County and acknowledged the  
 his signed sealed & delivered to the foregoing deed on the day and  
 year therein mentioned as the date thereof as his act and deed  
 Given under my hand & seal this eleventh day of August Anno  
 Domini 1840. W. Henshew Sheriff of said

Walter Alford. Admin<sup>r</sup> Received for Record. Recorded August 11<sup>th</sup> 1840

To B. Reid

W. R. Hill

This Indenture made and entered into this twenty  
 second day of June in the year of our Lord, Eighteen hundred and forty  
 between Walter Alford of the County of Madison State of Mississippi who  
 is Administrator of the personal Estate of Pius Corzine deceased of the  
 first part and Henry R. Hill of the City of New Orleans State of  
 Louisiana of the other part witnesseth that whereas the Probate Court  
 for the County of Madison State of Mississippi at the December Term thereof  
 of in the year of our Lord, Eighteen hundred and thirty nine did on the  
 petition of the said Walter Alford Administrator as aforesaid grant  
 an order authorizing and empowering the said Walter Alford to sell  
 the land hereinafter described for the purpose of paying of the just  
 debts of the said Pius Corzine of which land the said Pius Corzine died  
 seized and whereas at the sale of said land made in pursuance of said  
 order the said Henry R. Hill became the highest bidder therefor  
 and by virtue of the power and authority aforesaid & for in consideration  
 of the sum of One thousand six hundred and fifteen Dollars to the said  
 Walter Alford Administrator as aforesaid in hand paid by the said  
 Henry R. Hill the receipt whereof is hereby acknowledged the said Walter  
 Alford hath granted bargained sold & conveyed & doth by these presents  
 grant bargain sell convey & confirm unto the said Henry R. Hill  
 his heirs and assigns forever all the right title & interest which the  
 said Pius Corzine had at the time of his decease in & to the following  
 described land lying being in the County of Madison State of  
 Mississippi aforesaid to wit, An undivided interest of One half in & to  
 Section Number Twenty and the West half of the South East quarter and  
 the North half of the East half of the North West Quarter of Section Num-  
 ber Twenty Nine Township Eight Range two East together with all and  
 singular the Appurtenances thereunto belonging to have and to hold  
 the above described lands and premises unto him the said Henry R. Hill  
 his heirs & assigns forever And the said Walter Alford for himself his heirs  
 Executors & Administrators covenants & agrees to with the said Henry R. Hill  
 his heirs & assigns that the undivided half of the above described land  
 hereby conveyed is free from all incumbrances done or suffered by him the  
 said Walter Alford. The meaning & intent hereof is hereby to transfer  
 and convey the said undivided One half to the said Henry R. Hill his  
 heirs & assigns forever as fully & completely as the said Pius Corzine might  
 or could have done in his lifetime, In testimony whereof the said Walter

Alford has herewith set his hand. Seal. the day and year first above written  
 The State of Mississippi Personally appeared before me William Madison County J. Bailey Judge of the Probate Court in & for said County Healcut Alford the grantor in the foregoing deed, who acknowledged that he signed sealed & delivered the same for the purposes therein contained on the day it bears date - Given under my hand & seal this 22<sup>nd</sup> day of June A.D. 1840  
 Healcut Alford Adm<sup>r</sup>  
 Wm Bailey Judge Seal

Healcut Alford Adm<sup>r</sup> Received for Record & Recorded August 11<sup>th</sup> 1840

To B. Bill Sale  
 H. R. W. Hill  
 Know all men by these presents that whereas upon petition an order was granted at the October term of the Probate Court for Madison County State of Mississippi authorizing and empowering the Administrator of the Estate of P. George deceased to sell the personal property of said dec<sup>d</sup> for the purpose of paying his just debts and whereas at the sale made in pursuance of said Order Henry R. W. Hill became the highest bidder for the following named Negroes, from therefore J. Healcut Alford Administrator of the Estate of P. George deceased by virtue of the power and authority vested in me by the Order aforesaid and for and in consideration of the sum of six thousand dollars to me in hand paid by the said Henry R. W. Hill the receipts whereof is hereby acknowledged have granted bargained sold & conveyed unto the said Henry R. W. Hill his Executors Administrators & assigns all the right title & interest which the said P. George had at the time of his death in the following Negroes to wit Mully & Child; Little Lucy & Child; Susan and Child - Pam, Jack, Molly, Sampson & wife Judy, Lucy & two Children Sarah - America & Child - Peter & Eliza his wife & two Children & Mully & Child to have & to hold said Negroes unto him the said Henry R. W. Hill his Executors Administrators & assigns and the said Healcut Alford for himself his heirs Executors & Administrators covenants & agrees with the said Henry R. W. Hill his Executors Administrators & assigns that said Negroes are free from any lien or incumbrance done or suffered by him the said Healcut Alford - The meaning & intent hereof is to transfer to the said Henry R. W. Hill as full & complete a title to the above mentioned Negroes as the said P. George might or could have done in his lifetime, In testimony whereof the said Healcut Alford have herewith set my hand & seal this 22<sup>nd</sup> day of June A.D. Eighteen hundred & Forty  
 Healcut Alford Adm<sup>r</sup> Seal

The State of Mississippi Personally appeared before me William Madison County J. Bailey Judge of the Probate Court in & for said County Healcut Alford whose name is signed to the foregoing Bill of Sale who acknowledged that he signed sealed & delivered the same for the purposes therein contained on the day it bears date - Given under my hand & seal this 22<sup>nd</sup> day of June A.D. 1840  
 Wm Bailey Judge Seal



Benjamin Harrison Received for Record. Recorded August 19<sup>th</sup> 1840

This Indenture made and entered into  
 this 15<sup>th</sup> day of August in the year of our Lord one thousand eight  
 hundred and forty between Benjamin Harrison & Esther Harrison of  
 the County of Copiah and State of Mississippi and State of Mississippi  
 of the first part and William Dearmond of the County of Madison &  
 State aforesaid of the second part witnesseth that the said Benjamin  
 & Esther Harrison parties of the first part for and in consideration  
 of the sum of Three hundred dollars to them in hand paid by the  
 said William Dearmond party of the second part at and before the  
 delivery of these presents the receipt whereof is hereby acknowledged by  
 these presents, have granted, bargained, sold, conveyed and confirmed  
 and by these presents doth grant, bargain, sell, convey & confirm unto the  
 said William Dearmond his heirs and assigns forever, the following  
 described piece or parcel of land viz  $W\frac{1}{2}$  NW $\frac{1}{4}$  and  $E\frac{1}{2}$  SW $\frac{1}{4}$  of Section  
 Number 6 Township 11 of Range 4 East containing 160.63 Acres.  
 Also  $E\frac{1}{2}$  NE $\frac{1}{4}$  of Section of Township 11 Range 4 East containing 81.10  
 Acres lying being in Madison County and State aforesaid and containing  
 Two Hundred and Forty Acres more or less together with all and singular  
 the appurtenances, hereditaments, privileges and advantages, whatsoever  
 unto the above described premises belonging or in any wise appertaining  
 and also all the estate right title and property and claims whatsoever either  
 at law or equity of them the said Benj & Esther Harrison of in and to the  
 same. To have and to hold the above bargained and described premises  
 with the appurtenances unto the said William Dearmond his heirs and  
 assigns forever. And the said Benj & Esther Harrison the described and  
 hereby granted premises and every part and parcel thereof with the ap-  
 purtenances unto the said William Dearmond his heirs and assigns against  
 the said Benj & Esther Harrison and against all persons lawfully or  
 equitably claiming or to claim said premises or any part thereof by  
 force or under him her or them or any of them shall and will  
 warrant and by these presents forever defend. In testimony whereof  
 the said Benj & Esther Harrison have this day hereunto set their hands  
 and seals the day and year above written

The words " & Forty" interlined  
 before signing —  
 Ben Harrison Seal  
 Esther Harrison Seal

The State of Mississippi Personally appeared before me the under  
 Copiah County Signed Justice of the Peace in and for said  
 County B. Harrison who acknowledged that he signed sealed and  
 delivered the foregoing deed as his act and deed and for the  
 purposes therein mentioned. Given under my hand and seal  
 this 15<sup>th</sup> day of August 1840. John P. Moore. J.P. Seal

The State of Mississippi Personally appeared before me the under  
 Copiah County Signed Justice of the Peace in and for  
 said County Esther Harrison wife of the above B. Harrison who

acknowledge - the Pro. Signed Seal - and delivered the foregoing deed as her voluntary act without any fear, threat or Compulsion of her husband. and for the purposes therein mentioned, Given under my hand and seal. the 15<sup>th</sup> August 1840 John. T. Moore, Pro. Seal The State of Mississippi, W. William W. Look, Clerk of the Probate Court in and for said County do hereby Certify that John. T. Moore whose name is subscribed to the foregoing Deed. from Benj. Harrison Wife, to William Dearmond, is and was at the time of signing the same an acting Justice of the Peace duly commissioned and that due faith and Credit are due to his official acts as such

Seal

Given under my hand and Official Seal at Gallatin this August 11<sup>th</sup> 1840  
W. W. Look Clerk

Samuel Hamblen } Received for Record Recorded August 19<sup>th</sup> 1840  
 To 3 Deeds. }  
 Everett Lewis. } This Indenture made and entered into this 17<sup>th</sup> day of August Anno Domini One thousand Eight hundred and Forty between Samuel Hamblen Sheriff of Madison County Mississippi of the first part and Everett Lewis of the second part witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against William Anderson in the following case viz at the November Term 1838 of said Court Lewis for the use of Charles Hearles partner of the firm of Silverberg & Co against William Anderson et al. for \$1121.33 and in the following cases at the special January Term 1840 to wit, Everett Lewis vs W. Anderson W. Montgomery for \$1142.50 Priestley & Newman vs W. Anderson for \$60.81 W. C. Integro vs same for \$136.20 R. Sanders J. vs same for \$190.42 with interest at the rate of eight per cent per annum from date until paid and costs of suits and whereof writs of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid Commanding him that of the goods and Chattels lands and Tenements of the aforesaid W. Anderson et al. he cause to be made the sums of money mentioned in said writs of Fieri Facias to render to the said plaintiffs at the November Term A.D. 1840 of said Court and the said Sheriff in conformity of the Command of said writs proceeded on the 2<sup>nd</sup> day of July A.D. 1840 to Levy the aforesaid writs of Fieri Facias on the following described tract or parcel of land to the property of the aforesaid Defendant lying and being in the County of Madison aforesaid. Known as follows to wit - South East 1/4 of the South East Quarter of Section No 32 Township 11 North Range 3 East containing by estimation 40 acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the 17<sup>th</sup> day of August A.D. 1840 in the Madison Whig Advocate a public newspaper printed in the Town of Canton Miss the aforesaid land for sale at the Court House door in the town of Canton aforesaid and the said Samuel Hamblen Sheriff aforesaid also proceeded also proceeded on the 17<sup>th</sup> day of August A.D. 1840 to offer the same for sale at the Court House

for aforesaid to the highest bidder for Cash and Everett Lewis appeared and bid One Dollar and 25 Cents per Acre which was more than any other person did or would bid now therefore for and in consideration of the aforesaid sum of One dollar and 25 Cents per Acre to me in hand paid the receipted which is hereby acknowledged. I Samuel Hamblen Sheriff as aforesaid by virtue of the Authority vested in me as Sheriff do hereby bargain, sell and convey to the aforesaid Everett Lewis all the right title interest and claim of the aforesaid W<sup>m</sup> Planderson in and to the aforesaid tract or parcel of land together with all and singular the Appurtenances thereunto belonging or in any wise appertaining to have and to hold the same forever from the said W<sup>m</sup> Planderson or his heirs executors and Administrators In testimony whereof I have hereunto set my hand and affixed my seal the day and year first written. Sam<sup>l</sup> Hamblen Sheriff

The State of Mississippi Personally appeared before me John J. Hamer Madison County Clerk of the Probate Court of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the foregoing deed on the day and for the purposes therein mentioned as his act and deed as Sheriff of said County

Seal

Given under my hand and seal of Office at Canton this 19<sup>th</sup> day of August A.D. 1840  
John J. Hamer Clerk  
By Charles Sevier, etc.

Austin Nutt & Received for Record & Recorded August 19<sup>th</sup> 1840  
To & Deed Trust  
Roger Dixon This Indenture made this 10<sup>th</sup> day of June in the year of our Lord One thousand Eight hundred and thirty Between Austin Nutt of Jefferson County and State of Mississippi and Roger Dixon of the same place of the other part witnesseth that the said Austin Nutt for divers goods and lawful causes and considerations to wit first that his just debts may be speedily paid then the natural love and affection he has for his wife and children and for the further consideration of One dollar which the said Austin in hand paid the receipt whereof is hereby acknowledged from the said Roger Dixon hath granted, bargained, sold, conveyed and confirmed and by these presents doth grant, bargain, sell and convey unto the said Roger Dixon a certain tract of land lying and being in the County of Madison and State aforesaid on Panther Creek containing according to entry Six Eighths or Four hundred eighty acres also fifteen Negro Slaves to wit: Solomon, Frederick, Sam, John, Jack, Jany, Sally, Polly, Wilmuth, Houda, Griffin, Joshua, Moses, Matilda & Jenny, All my stock of Cattle Horses & Hogs All my household and kitchen furniture & all my farming & plantation implements also the Crop of Cotton & Corn I have now growing on the land which I now occupy & cultivate all of which said property I now deliver unto the said Roger Dixon to have & to hold unto him the said Roger Dixon his heirs forever for the uses & purposes herein as aforesaid and upon this express understanding and Agreement "to wit"

The said Roger Dixon is further to pay all my just debts out of the proceeds of my present crop and if not sufficient then out of the proceeds of the property in the best and most speedy manner for all parties. Then the said Roger Dixon to appropriate the net proceeds of the land Negroes and other property, as before said for the Natural Maintenance of him the said Austin with his wife & children for and during the term of his natural life and at his death the whole of the said property to be equally divided between his wife and children or the survivors of them share and share alike. In testimony whereof the said Austin with hath hereunto set his hand and seal the day and year first above written.

Austin Nutt Seal

State of Mississippi Personally appeared before me a Justice of the Peace Jefferson County for said County Austin Nutt the grantor in the foregoing deed who acknowledged that he signed sealed and delivered the same for the uses and purposes therein mentioned, Given under my hand and seal this sixth day of July 1830, Philip Dixon JP Seal & Certify that the within deed of trust & above Certificate of Acknowledgment was received into my Office to be recorded on the 24<sup>th</sup> of August 1830.

Isaac Pipes Clerk

The State of Mississippi I Edwin McKey Clerk of the Probate Court Jefferson County in and for the County and State aforesaid do hereby certify that the foregoing is a true copy from the Records of Deeds in my Office in Book B pages 392 & 393 Given under my hand and seal of Office at Fayette this 15<sup>th</sup> day of August A.D. 1840

Edwin McKey Clerk

Seal

Received for Record Recorded August 20 1840

Samuel H. Duncan & Co. Deed Trust  
 Hisman Devine & P. Martine  
 This Indenture made and entered into this 5<sup>th</sup> day of August 1840 between Samuel H. Duncan of the County of Madison State of Mississippi of the first part and Hisman Devine of 1<sup>st</sup> County of Madison & William P. Martine of Maury County of the second parts Witnesseth that whereas the said Samuel H. Duncan is indebted to the President Directors Company of the Union of the State of Tennessee by note dated the 22<sup>nd</sup> day of July 1840 and due twelve months after date for the sum of Ten thousand three hundred & thirty six dollars & Cents payable to said President Directors Company and whereas he is also indebted to said President Directors Co. by the following notes viz one dated 22 July 1840 due twelve months after date at the Branch of Union Bank at Columbia for five hundred fifty eight <sup>40</sup>/<sub>100</sub> dollars payable to Whaley & Duncan and by them J. S. Alderson & James A. Sumner endorsed, One other dated 22 July 1840 due twelve months after date for two hundred & eleven <sup>40</sup>/<sub>100</sub> dollars payable to James A. Sumner at the Branch of the Union Bank at Columbia and by him J. S. Whaley endorsed. One other dated 22 July 1840 due twelve months after date at the Branch of Union Bank at Columbia for sea hundred & thirty three <sup>62</sup>/<sub>100</sub> dollars payable to Whaley & Duncan and by them & James A. Sumner endorsed, One other for

Three thousand two hundred & thirty three  $\frac{33}{100}$  dollars dated 22<sup>nd</sup> July 1840  
 due twelve months after date at the Union Bank of Tennessee at  
 Columbia payable to William Williams by him & William & Smith  
 & Whaley Henry Turney endorsed. One other dated 22<sup>nd</sup> July 1840 due  
 twelve months after date at the Union Bank at Columbia for seven  
 hundred & sixty seven  $\frac{40}{100}$  dollars payable to J. Whaley by him endorsed  
 One other dated 22<sup>nd</sup> July 1840 due twelve months after date for Ten thousand  
 & nineteen  $\frac{23}{100}$  dollars payable to Whaley, Duncan at the Union Bank at  
 Columbia by them endorsed. One other dated 22<sup>nd</sup> July 1840 due twelve  
 months after date at the Union Bank at Columbia for seven hundred  
 & twenty one  $\frac{24}{100}$  dollars payable to John Kirk & by him & C. H. Chaffin  
 endorsed. One other dated 22<sup>nd</sup> July 1840 due twelve months after date at  
 the Union Bank of Tennessee at Columbia for One hundred & fifty eight  
 $\frac{73}{100}$  dollars endorsed by Whaley & Duncan G. Frierson. One other dated  
 22<sup>nd</sup> July 1840 due twelve months after date at the Union Bank at Columbia  
 for Twelve hundred & thirty four  $\frac{50}{100}$  dollars endorsed G. Frierson Whaley Duncan  
 One other dated 22<sup>nd</sup> July 1840 due twelve months after date at the Union Bank  
 at Columbia for Eleven hundred & two  $\frac{70}{100}$  dollars endorsed G. Frierson Whaley  
 One other dated 22<sup>nd</sup> July 1840 due twelve months after date at the Union Bank  
 at Columbia for six hundred and ninety dollars & 95 cents endorsed G. Frierson  
 One other dated 22<sup>nd</sup> July 1840 due twelve months after date at the Union Bank  
 at Columbia for three hundred and ninety five  $\frac{00}{100}$  dollars endorsed Frierson  
 Dale J. Whaley John Phillips. One other dated 22<sup>nd</sup> July 1840 due twelve  
 months after date at the Union Bank at Columbia for twelve hundred &  
 eleven  $\frac{70}{100}$  dollars endorsed Frierson Dale J. Whaley John B. Hoag. One other  
 dated 22<sup>nd</sup> July 1840 due twelve months after date at the Union Bank at Colum-  
 bia for six hundred & seventy dollars &  $\frac{90}{100}$  cents endorsed Frierson Dale J. J.  
 Whaley James R. Sumner. One other dated 22<sup>nd</sup> July 1840 due twelve months after date  
 at the Union Bank at Columbia for nine hundred & five  $\frac{70}{100}$  dollars endorsed  
 Frierson Dale J. Whaley H. Turney. One other dated 22<sup>nd</sup> July 1840 due twelve  
 months after date at the Union Bank at Columbia for nine hundred & thirty two  
 $\frac{23}{100}$  dollars endorsed Frierson Dale J. Whaley H. Turney. And whereas the  
 said Samuel H. Duncan is desirous of securing the payment of the said  
 several Notes above specified as due to said Union Bank and of indemnifying  
 his said Endorsers against their respective liabilities as created by their inden-  
 tments aforesaid. Now therefore this Indenture <sup>witnesseth</sup> that the said  
 Samuel H. Duncan for the purposes aforesaid and for the further consideration  
 of the sum of five dollars by the said Davine and Martine to the said Samuel  
 H. Duncan paid the receipt whereof is hereby acknowledged that this day bargain-  
 ed sold aliened, enfeoffed and conveyed and by these presents do bargain sell  
 alien, enfeoff convey unto the said G. Frierson, Davine & William J. Martine  
 the following pieces or parcels of land to wit a piece or parcel of land lying in the  
 Town of Columbia Tennessee known and designated in the plan of said town  
 as Lot No 75 and lot No 76 and bounded as follows. Beginning at a stone the  
 original North West Corner of lot No 75 running thence East with Mechanic  
 Street nine poles to a stake thence South with the line formerly intended

twelve poles to a stake, thence West with Lot No 77 nine poles to a stake  
 thence North <sup>with Garden Street</sup> twelve poles to the beginning, being the house lots heretofore  
 occupied by the said Lemuel H. Duncan. One other piece adjoining the  
 South Margin of said Town of Columbia bounded as follows Beginning  
 at a stake in the Margin of said Town of Columbia one pole South of  
 the South East Corner of a lot designated in the plan of said town as  
 Lot No 126 running thence South twenty poles to a stake thence West  
 twenty four poles to a stake thence North twenty poles to a stake in  
 said Margin thence East with said Margin twenty four poles  
 to the beginning containing three acres, Also one other piece and  
 parcel of land lying being in the town of Columbia known & designated  
 in the plan of said town as Lot No 177 bounded as follows Beginning at a  
 stake in Garden Street the South West Corner of lot No 76 thence South  
 with said Street six poles to a stake the North West Corner of Lot No 186  
 thence East twelve poles to a stake thence North six poles to a stake  
 thence West twelve poles to the beginning, Also one other piece & parcel of  
 land lying about one mile South West of the town of Columbia in  
 Civil District No 1 and bounded as follows Beginning at the North  
 West Corner of Dr William Polks tract purchased of William E. Kennedy  
 running South with said Polks boundary line to Mrs. Williamsons North  
 boundary line thence West with Mrs. Williamsons North boundary line  
 to the corner established between said Duncan & Samuel R. Fierston; thence  
 North with the line established between said Duncan & Fierston to their  
 corner in Dr J. B. Groves line thence East with Groves line to the beginning  
 corner containing fifteen acres more or less (Also one other piece and parcel  
 of land lying being in the County of Madison Mississippi and bounded  
 and described as follows the North half of the West half & the North half of  
 the East half of the North West Quarter of Section twenty one & the North  
 West Quarter & the West half of the North East Quarter & the West half of the  
 South East Quarter & the South West Quarter of Section thirty and the North  
 half of Section thirty one in Township Ten Range four East supposed  
 to contain Eight hundred & Eighty acres To have and to hold the above  
 described pieces & parcels of land with all the <sup>rights</sup> appurtenances hereditaments  
 tenements attached or in any wise belonging to them the said Simon  
 Irvine and William P. Martin their heirs or assigns forever And the said  
 Lemuel H. Duncan doth for himself his heirs Executors Administrators &  
 Covenantors & agree with the said Simon Irvine & William P. Martin  
 their heirs Executors Administrators or assigns to warrant forever defend  
 the right title & interest in & to the said pieces and parcels of land above  
 described against the claim or claims of all & every person or persons what  
 soever & to help in trial (and for no other purpose) to secure the pay  
 ment of the several sums of money above specified to the Presidents Direc  
 tors & Co of the Union Bank and to save harmless & indemnify the above  
 mentioned several indorsors of the said Lemuel H. Duncan against their  
 respective liabilities aforesaid in the Order & manner following here specified  
 that is to say the proceeds of the <sup>said</sup> several tracts (or so much thereof as may be

necessary for that purpose) when sold shall be applied first & exclusively to the payment & satisfaction of the note of said Samuel H Duncan payable to the said President Directors of the S. Union Bank for Ten thousand three hundred thirty six <sup>00</sup>/<sub>100</sub> dollars which falls due <sup>22</sup>/<sub>25</sub> July 1841 and after the said note is satisfied the balance of the proceeds of the sale of said lands to be applied to the payment & liquidation of the said several and to the discharge of the indorsers thereof pro rata so as to reduce the responsibility of (if any shall accrue to said indorsers) of all the said indorsers in proportion to their respective liabilities as such indorsers.

It is further agreed & stipulated by the said Samuel H Duncan that if he fails to pay the said several notes above specified or to pay such calls & portions thereof as may be required by the said President Directors of the said Bank when the said notes fall due & renew for the balance with the same dotted indorsers if required by the said President Directors of the said Bank then the said Trustees are hereby authorized to expose to public sale for cash or upon such other terms as may be agreed upon, the said several pieces & parcels of land above described with all their improvements, the said trustees in making sale to give legal and usual notice of the time & place of said sale and the proceeds of said sale to be applied as before specified & directed. And as from time to time as the said notes taken in renewal of those in this deed specified may fall due the said Samuel H Duncan fails to pay the same or such calls & portions thereof as may be required by the said President Directors of the said Bank and renew for the balance until the whole debt is paid then the said trustees are to proceed at the request of the said President Directors of the said Bank or of the indorsers to sell the said pieces and parcels of land as above directed & to apply the proceeds of said sale as herein directed. And whereas it may be inconvenient owing to the situation of the land and of the said trustees for them to act jointly in the sale of the said tracts of land under this deed, it is further hereby stipulated by the said Samuel H Duncan that the said William P Martin living in the County of Maury may proceed separately wherever necessary & required to sell & dispose of the property situated in said County of Maury as herein directed & to execute & deliver deeds for the same to the purchaser thereof which deeds shall be as valid as if executed & delivered by the said William P Martin & jointly and so the said Stinson and Divine living in the County of Madison <sup>where required</sup> shall proceed to act separately to sell the tract of land in Miss agreeably to the provisions of this deed & to execute & deliver conveyances from the same to the purchaser as in the case of the land lying in Maury County directed. And whereas it might be desired and be to the interest of all parties concerned that the said trustees or either of them may have power to sell privately any or all of said pieces & parcels of land with the assent of the said Samuel H Duncan and the said President Directors of the said Bank and of the said several indorsers, the said Stinson and Divine William P Martin or either of them as the case may be are hereby authorized & empowered to sell any or all of said pieces & parcels of land at private sale in which case the proceeds of said sale are to be applied as in this deed directed. And in none other. The balance of the proceeds of said sale when made

after discharging all the notes herein recited & indemnifying all the indorsers upon said notes is to be held by said trustees to secure the payment of the following notes & indemnify the indorsers thereon to wit, a Bill of exchange drawn by S. Duncan upon Frierson Dale & indorsed by H. Keatman & Frierson Duncan due 10th Apr 1840 for seventeen hundred & seventy dollars 92 cts held by the Planters Bank. Also note of S. Duncan owned by the Planters Bank due 19th Feb 1840 for Eight hundred dollars indorsed by E. W. Dale, G. Frierson, John Wirt, J. Whaley, Also a note held by John A. Love for forty four hundred dollars payable to Wylie Syms & due 1st March 1841 thirty seven hundred dollars of which is to be secured only by this deed. Said note is indorsed by Jas. M. Baker, E. J. Divins & W. S. C. Smith the said trustees are to apply this balance after the payment of the said notes due to the said President Directors of the payment of the last mentioned notes, pro rata, taking into this estimate \$3700.00 of the \$4400 due to John A. Love as above specified. It is further stipulated that after the payment of the notes to the said President Directors of the above specified and the payments of the notes last above specified there should be a surplus of the proceeds of said note then the said trustees is to apply the same to the following notes pro rata that is to say to a note due to Saml Hannah due 2 July 1839 for \$415.81 - note to William Sumner due 28 July 1839 but of about \$175.88 to a balance of a note due to David B. Boyd with G. Frierson security of about \$147.82 originally about \$1600. Also a note held by W. B. Belknap due in the Spring of 1838 now in the hands of Jas. H. Thomas for collection for about \$400.00. It is further stipulated and agreed that the house lot in the town of Columbia is to be kept under insurance to an amount sufficient to cover the improvements thereon for which purpose the rents of said house lot are to be subject to be appropriated to the payment of the insurance and for this purpose it is agreed that in the event the sd Samuel Holmear fails to insure the same or cause it to be done the said William Martin trustee residing here is empowered to have it done out of the rents of the place. In testimony of all which the said Samuel H. Duncan has hereunto set his hand & affixed his seal the day & date above written Signed Sealed & delivered  
 act, S. H. Duncan Seal

in presence of  
 S. Frierson, Evan Young,

State of Virginia Personally appeared before me William C. Corwin  
 Maury County Clerk of the County Court of Maury County the within  
 named Samuel H. Duncan the bargainer with whom I am personally  
 acquainted and who acknowledged that he executed the within deed  
 for the purposes therein contained. Witness my hand at Office this  
 5th day of August 1840 Wm C. Corwin Clerk

State of Tennessee Robert S. Bullett Register for said County do hereby certify  
 Maury County the foregoing Clerk's Certificate and deed of trust are duly  
 Recorded in my Office in Book 28 Page 97-8-9-10 Given under my  
 hand at Office this August 6th 1840 R. S. Bullett R. M. C.