

Silviah C. Duncan

Record for Record 24, Recorded 21 Aug 1890.

3d Read

This Indenture made and entered into the twentieth day of August in the year of our Lord Eighteen hundred forty by & between Silviah C. Duncan wife of Lemuel McDuncan of Madison County in the State of Mississippi of the one part and Kinsman Dixie & William P. Martin of Maury County in the State of Tennessee of the other part witnesseth. Whereas on the fifth day of the current month the aforesaid Lemuel McDuncan did make and execute to the said parties of the second part his deed conveying to the said parties of the second part among other property the following described lands lying & being in Madison County aforesaid to wit: 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 and the West half of the South East Quarter and 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 and eighty acres which said conveyance was made in trust for certain uses and purposes, and under certain conditions and stipulations in said deed fully set forth as by reference to the same now of record in Maury County and Madison County aforesaid will appear. And whereas the said Silviah C. Duncan in furtherance of the objects of said conveyance is willing and desirous to relinquish and release all her rights, title, interest and claim in & to the premises above described either at law or in equity to the said Dixie & Martin trustees in said deed. Now this Indenture witnesseth that the said Silviah C. Duncan in consideration of the premises & of the sum of One hundred dollars here in hand paid before the execution of these presents the receipt whereof she doth acknowledge hath granted, bargained, sold, released, and conveyed and by these presents doth grant, bargain, sell, release, and convey unto the said Kinsman Dixie & William P. Martin trustees in said deed mentioned the above described land and premises together with the appurtenances for the uses and purposes in said deed specified in as full and ample a manner as if the said Silviah C. Duncan had been a party grantor in said deed. To have and to hold the aforesaid land and premises with all the privileges and appurtenances thereto belonging unto the said Kinsman Dixie and William P. Martin for the uses and purposes in the deed of conveyance above mentioned particularly specified so that neither the said Silviah C. Duncan nor any person claiming under her shall at any time hereafter have claim or demand, any rights or title to the said premises or any part thereof if it shall happen that a sale of the said land & premises shall be made by said Dixie & Martin in consequence of the provisions of said deed of conveyance. In witness whereof the said Silviah C. Duncan hath hereto set her hand & affixed her seal this day and year herein above stated.

Signed, sealed & delivered in presence of W. St. Batts, F. H. Moore

Silviah C. Duncan (Seal)

The State of Mississippi Personally appeared before me the subscriber
 Madison County to wit J. Justice of the Peace in and for the State
 and County aforesaid Sarah Duncan wife of Lemuel Duncan
 who being privately examined by me apart from her husband previous
 to the execution and acknowledgment of this deed, acknowledged
 that she signed sealed & 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 20th day of August Anno
 Domini 1840 J. F. Cook J. P. Seal

Lemuel M. Duncan, Received for Record 20. Recorded 21 August 1840
 S. B. Reid Trust

Know all men by these presents that Lemuel M. Duncan of the County of Maury and State of Tennessee for and in consideration of five dollars to me paid by Winsman Divino of the County of Madison State of Mississippi & A. B. Nicholson of the County of Maury State of Tennessee and for the further consideration herein after stated have bargained, sold and conveyed and by these presents do bargain sell and convey to the said Divino & Nicholson the following property now in the County of Maury and State of Tennessee viz One Negro woman, James about 40 years of age, 1 side Board, 1 settee, 1 set of cane bottomed Chairs, 1 set of Windsor Chairs, 1 set of Dining Tables, 2 end do, 1 China Press, 1 Mantle Glass, 1 pr. Brass Iron Tender Shovel & Tongs, 1 Clock, 4 Feather Beds of furniture, 2 High post Bedsteads, 2 low do, 1 Clothing Press, 1 Sleeping Glass, 2 Carpets, 1 Hearth Rug, 1 Sigar Chest, 1 Dressing Table, Also the following property now in the County of Madison State of Mississippi viz 1 Negro Man Jerry aged about 28 years, One Negro Girl Jane aged about 20 years, One do Emily aged about 8 years, One boy Angus aged about 3 months, One Negro Man Elijah aged about 25 years, One do Natl aged about 25 years, One do Peter aged about 20 years, One do Charles aged about 18 years, One do Washington aged about 15 years, One do Hardy aged about 26 years, One do Garret aged about 26 years, One do Winston aged about 26 years, One Woman Lavinia aged about 22 years, One girl Mary Ann aged about 5 years Lavinia's Child aged about 3 months (name unknown) One woman Silvia aged about 30 years, One boy Campbell aged about 6 years, 20 head of Mules Horses, 6 yoke of Oxen & 2 Waggon, 10 head of Cattle, 100 head of Pigs, 1 Family Carriage, 1 Carriage, To have and to hold the above named property to them the said Divino & Nicholson their executors administrators &c But this conveyance is made in trust and for the purposes and on the conditions hereinafter stated viz Thomas Garrett, S. Voorhis, Eldon Hale, Gardiner Trivison and M. Haley are bound as my securities to a bond for my Guardianship of Emily Webster and whereas a bill has been filed in the Chancery Court at Columbia for an account and settlement of my said Guardianship and upon taking said account I am found by the Clerk & Master

to have funds in my hands belonging to my said ward to the amount of about eleven thousand five hundred dollars. And whereas the said Charles S. Cochran at my instance and for my benefit became and still is bound as Guarantor for Nathan Wright my self and others on an instrument whereby the Union Bank of Tennessee was indemnified against the lien of certain judgments rendered in the Circuit Court of Maury County which appeals were taken to the Supreme Court which judgments were rendered against Eldred and were supposed to create a lien upon the land of said Eldred which he was anxious to convey and did convey to the said Bank the said judgments amounting to about six thousand dollars for the particulars of which transaction reference is made to the instrument in the possession of the Union Bank. Now for the purpose of indemnifying my said securities to my Guardian bond & the said Nathan as Guarantor as aforesaid, I have made this conveyance and it is my intention hereby fore to secure my said securities to my Guardian bond against any loss out of the property herein conveyed. Afterwards to save said Nathan harmless by reason of his said guaranty. And for these purposes whenever the amounts due by me as such Guardian shall be required to be paid the said trustees or either of them is hereby authorized to take possession of said property and make sale of the same for cash or on time after giving lawful notice and the sale may be made either in Mississippi or Tennessee as the said Trustees may deem proper and apply the proceeds to the satisfaction of my said liability as Guardian. And in like manner in the event of the failure of Nathan Wright my self and others to indemnify the Union Bank as before stated, then the said Trustees or either of them may proceed to satisfy the same out of the property herein conveyed in the same manner as above provided, it is agreed that I am to have the privilege of removing such of the property as is now in Maury County Tenn. to Madison County Miss. if I see proper, but the whole of said property is to remain in my possession subject to the control of the said Trustees according to the foregoing stipulations unless the said Nathan or others interested shall at any time think himself in danger from any cause of losing, in which case upon their direction either of said Trustees may proceed to take the property into possession and proceed as above stated to satisfy the said liabilities. In testimony whereof I have hereunto set my hand and seal this 5th day of August 1840

J. M. Duncan Seal

Signed sealed & delivered in presence of

J. A. Anderson, C. Young,
 State of Tennessee Personally appeared before me William E. Brown
 Maury County Clerk of the County Court of Maury County the within
 named Samuel W. Dineen the bargainer with whom I am personally ac-
 quainted 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.

W. E. Brown Clerk

The State of Mississippi Personally appeared before me the subscriber
Madison County Justice of the Peace in and for the County &
State aforesaid the within named Samuel H. Hamblen and ack-
nowledged that he signed sealed & delivered the within instrument
of writing on the day of the date thereof as his act and deed for
the purposes therein mentioned, Given under my hand and
seal this 19th day of August 1840. In F. Hook. J.P. Seal

Samuel Hamblen Sheriff Received for Record Recorded 22nd August 1840
To 3 Deed

James A. Simpson This Indenture made and entered into
this 17th day of August Anno Domini One thousand Eight and
Forty between Samuel Hamblen Sheriff of Madison County Mississippi
of the first part and James A. Simpson of the second part. Witnesseth
that whereas judgment was rendered by the Circuit Court of the County
of Madison aforesaid against James Shrock, John Shrock Henry Shrock
and George A. Sharp in the following case viz at Term 1838 of said
Court to wit, John B. Moore vs James, John Henry David H. Keckum &c
Shrock & George A. Sharp for \$1740.84 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 defendants Shrock & Sharp 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 A.D. 1840 of said Court and the
said Sheriff in conformity of the commands of said writ proceeded
on the 18th day of July A.D. 1840 to levy the aforesaid writ of Fieri Facias
in the following described tract or parcel of land as the property of
the aforesaid defendants George A. Sharp lying being in the County
of Madison aforesaid known as follows S.W. 1/4 Sect 31. T. 8. R. 2 East
also N.W. 1/4 Section 1 Township 7 N. East, S.E. 1/4 Sec 3. T. 8. R. 1 East, N.E. 1/4
Sect 7. T. 8. R. 1 East containing by estimation 640 Acres be the same
more or less and the said Sheriff proceed to advertise the same forthwith
days previous to the 17th day of August A.D. 1840 in the Madison Whig
a private newspaper printed in the Town of Canton Miss-
sippi 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 seventeenth day of August A.D. 1840 to offer the
same the same for sale at the Court House door aforesaid to the
highest bidder for cash and James A. Simpson appeared and bid
fifty dollars which was more than any other person did or would
do nor therefore for and in consideration of the aforesaid sum
of fifty dollars to my in hand paid the receipt of which is here
by acknowledged I Samuel Hamblen Sheriff as aforesaid by
virtue of the authority vested in me as Sheriff do hereby bargain

Will and convey to the aforesaid J. Simpson all the right title in-
 terest and claims of the aforesaid Geo S. Sharp in and to the aforesaid
 tract or parcel of land together with all and singular the appurtenan-
 ces thereto belonging or in any wise appertaining to have and to
 hold the same forever firm. The said George S. Sharp or his Executors
 and Administrators In Testimony whereof I have hereunto set my
 hand and affixed my Seal. this day and year first written
 I am Chamberlain Sheriff, 1843

The State of Mississippi Personally appeared before me John Harris
 Madison County. Clerk of the Probate Court of said County
 Samuel Chamberlain 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 Clinton this 19th day of August A.D. 1840
 Seal 3 John J. Chamberlain
 Charles S. Siver, C.C.

Samuel Chamberlain Sheriff Received for Record 24th Recorded 27th August 1840

Robert Stovell. This Indenture made and entered into this 17th
 day of August Anno Domini One Thousand Eight hundred and forty
 between Samuel Chamberlain Sheriff of Madison County Mississippi of
 the first part and Robert Stovell of the second part witnesseth that whereas
 judgment was rendered by the Circuit Court of the County of Madison
 said against Eli B. Warren et al. in the following case viz at the October
 Term 1836 of said Court in the case of the Farmers Bank vs Eli B. Warren for
 \$131.93 and at the October Term 1837 of said Court in the case of William H. Fleming
 vs Eli B. Warren for \$99.48 and in the following cases at the May Term 1838:-
 to wit J. T. Hollingsworth vs Eli B. Warren et al for \$138.30 Pennib Phillips vs
 same for \$54.34 and J. F. Frind vs Geo. Ferrill & E. B. Warren for \$1279.34 Charles
 Lightfoot vs same same for \$566.56 Edmund S. Fox vs Eli B. Warren \$1.77 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 tenements of the
 aforesaid Eli B. Warren et al. he cause to be made the sum of money men-
 tioned 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 16th day of May 23rd July 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 the E 1/2 Section 14, N 1/2 W 1/4 Sec 15, N 1/4
 Sec 23, N 1/4 Sec 24, (W 1/2 N 1/4 W 1/2 S 1/4 Sec 25) E 1/2 N 1/4 Sec 26, E 1/2 N 1/4 Sec
 35, Township N. 10 North of Range N. 5 East and the N 1/2 E 1/2 N 1/4 Sec 36
 Township N. 10 Range 5 East containing by estimation 1080 Acres be the
 same more or less and the said Sheriff proceeded to advertise the same

for thirty days previous to the 17th day of August A.D. 1840 in the Madison Miss. 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 Chamblen Sheriff as aforesaid also proceeded on the seventeenth day of August A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and Robert Shotwell appeared and bid twenty One 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 Twenty One Cents per Acre to me in hand paid the receipt of which is hereby acknowledged I Samuel Chamblen Sheriff as aforesaid by Virtue of the Authority vested in me as Sheriff do hereby bargain sell and Convey to the aforesaid Robt Shotwell all the right title interest and claim of the aforesaid E. B. Warren 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 E. B. Warren or his heirs executors and Administrators in testimony whereof I have hereunto set my hand and affixed my seal this day and year first written

Saml Chamblen Sheriff ES

The State of Mississippi Personally appeared before me John J. Cameron Clerk of the Probate Court of said County of Madison Samuel Chamblen who acknowledged that he signed sealed and delivered the within 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 24th day of August A.D. 1840

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

Seal

Catherine S Stephens Received for Record 24th Recorded 29th August 1840
To 3 Acres

James C Moore. This Indenture made and entered into this twentieth fourth day of August A.D. Eighteen hundred and forty between Catherine S Stephens of the first part and James C Moore of the second part all of the County of Madison and State of Mississippi witnesseth that the said party of the first part for and in consideration of the sum of Two hundred dollars to her in hand paid by the said party of the second part at or before the sealing or delivery of these presents the receipt whereof is hereby acknowledged hath this day granted bargained sold and conveyed and by these presents doth bargain grant sell and convey unto the said party of the second part his heirs and assigns forever the undivided one half of the following described tract or parcel of land lying and being in the County of Madison and State of Mississippi which undivided one half is all the right and interest of the party of the first part to

said land known and designated as the West half of the North East Quarter and the West half of the South East Quarter of Section twenty five Township Eleven of Range five East containing one hundred and sixty Acres more or less together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining to have and to hold the above described land and the granted premises with the appurtenances unto the said party of the second part and his heirs and assigns forever And the said party of the first part hereby covenants and agrees to and with the said party of the second part his heirs & assigns that they are well seized in fee of the above granted premises and have good right to sell and convey the same as aforesaid that the same are conveyed free and quiet of all ^{claims or} incumbrances - And that they will and that their heirs Executors Administrators shall warrant and defend the title to the above described premises with the appurtenances unto the said party of the second part his heirs Executors Administrators and assigns free from and against the claims of themselves their heirs & assigns against the claims or claims of all and every other person or persons whatsoever claiming or to claim the same or any part thereof by these presents forever. In testimony whereof the said Catharine & Stephens of the first part hath hereunto set her hand and affixed her seal the day and year first above written

C. S. Stephens Seal

The State of Mississippi Personally appeared before me John J. Madison County, Clermont Clerk of the Probate Court of said County Catharine & Stephens who acknowledged that she signed sealed and delivered the foregoing deed on the day and for the purposes therein mentioned as her Act and deed.

Given under my hand and Seal of Office at Canton this 24th day of August 1840

Seal

John Alworth. Received for Records 24th Recorded 31st August 1840

Mortgage
 John H. Dalton, Trustee
 John Smith Seal
 This Indenture made & entered into this 24th day of August 1840 by and between John H. Dalton John Smith Andrew J. Alworth, Jefferson C. Gayden, William Hoy of the first part they being trustees of school lands in Township No. Nine of Range five East in the County of Madison State of Mississippi & John Alworth of the second part all of the County of Madison State of Mississippi witnesseth that whereas the said party of the second part is indebted to the said party of the first part in the sum of Eleven thousand One hundred dollars for loaned money as is more fully set forth in a promissory note made by the said party of the second part to the said party of the first part for the said sum of Eleven thousand One hundred dollars bearing even date herewith and due the 29th day of July 1848 and the said party of the first part being anxious to secure the payment of the said sum as shall be herein

after conditioned Now therefore in consideration of the premises as well
 as the sum of Five dollars to him in hand paid, the receipt whereof is
 hereby acknowledged, the said party of the second part has bargained &
 sold & conveyed and by these presents does bargain sell & convey unto the
 said party of the first part the following described land, Situate &
 being in the County of Madison State of Mississippi to wit, The North
 East fourth of Section No. 20 The South East Quarter and the East half of
 the South West Quarter and the South half of the North East Quarter
 of Section 17 The North half of Section 21 The West half of the North East
 Quarter and the North West Quarter The West half of the South West
 Quarter, the South East Quarter, The South half of the East half of the
 South West Quarter of Section 15 The South East Quarter and the East
 half of the South West Quarter of Section 10, The South West Quarter of
 Section 14 The West half of the North West Quarter of Section 23, The North
 half of the East half of the North East Quarter of Section 22, The East half of
 the North West Quarter of Section 19 The East half of the North West Quarter
 and the North half of the West half of the South East Quarter of Section 18
 all in Township Nine Range 2 East together with all the improve-
 ments and appurtenances thereto belonging to have and to hold the
 same unto the said party of the first part their successors in office and to
 their use behoof forever, And the said party of the second part hereby Cove-
 nants and agrees with the said party of the first part that he is seized
 in fee of the aforesaid premises that the same are conveyed free of
 all incumbrances and that he will warrant and forever defend the same
 to the said party of the first part and their successors in office against all
 lawful claims And also for the consideration aforesaid the said party of
 the second part hereby bargains sells & conveys to the said party of the first
 part all his right title interest and claims in and to the sixteenth section
 of Township No. 9 in Range 2 East in said County which was formerly purchased
 by the said party of the second part from the said party of the first part a trustee
 as aforesaid to have and to hold the same to the said party of the first part
 and their successors in office to their use forever. Provided nevertheless
 and this conveyance is made under the following conditions to wit That the
 said party of the second part shall hold & retain the quiet use occupation
 and peaceable and unmolested possession of the aforesaid premises until
 the said 29th day of July 1848 unless he shall make default in the pay-
 ments Annually of the interest at the rate of Ten per cent per Annum on
 the aforesaid sum of \$11,000 according to the aforesaid promissory note or such
 interest as may hereafter be required by an act of the Legislature to be paid
 on the school fund when framed by the Trustees of Sixteenth Sections, which
 interest is to be paid on the 29th day of July of each and every year and that
 if the said party of the second part shall pay or cause to be paid the aforesaid
 Annual interest as aforesaid And also the said sum of eleven thousand and
 one hundred dollars on or before the 29th day of July 1848 then the aforesaid
 said conveyance shall be null and void otherwise to remain in full
 force and effect, For testimony whereof the said party of the

part has hereunto set his hand. Seal the day and year first above written
 signed sealed & deliv^d in presence of John Alworth Seal
 The State of Mississippi Personally appeared before me John J. Cameron Clerk
 Madison County. Of the State Court of said County John Alworth
 who acknowledged that he signed sealed & delivered the within deed
 on the day and for the purposes therein mentioned, as his act and deed
 Given under my hand and seal of Office at
 Canton this 24th day of August A. D. 1840
Seal John J. Cameron Clerk
 By Charles Sevier, C. C.

William McGinnis Received for Record 25th Recorded 31st August 1840
 P. B. A. C. James S. Ewing This Indenture made and entered into the fourth
 day of May in the year of our Lord One thousand eight hundred and
 forty between William McGinnis Marshal of the Southern District of Missis-
 sippi of the one part and James S. Ewing of the other part. Witnesseth
 whereas one writ of Fieri Facias lately issued from the Circuit Court of
 the United States for the Southern District of Mississippi directed to the
 said Marshal. At the suit of James B. Biggs against the Goods and
 Chattels Lands and Tenements of Henry Hamblin Edwin Hamblin and
 W. C. Hamble for the sum of Seventy Seven hundred and sixty three
 & 3/4 Dollars which said writ of Fieri Facias was levied on the following
 lands to wit The South West Quarter of Section Seventy. The West half of the
 North East Quarter West half of the North West and the East half of the
 North West Quarter and the West half of the North East Quarter and the
 West half of the South West Quarter and the South half of the East
 half of the South East Quarter of Section Nine and the West half of Section
 fifteen & South West Quarter of the North East Quarter of Section Seven Township
 Eleven Range four East containing Six hundred Acres Also the South East
 Quarter of Section four Township Ten Range four East containing One
 hundred and Sixty Acres. Also Lot No 6 of Section Seven Township Ten
 Range five East containing One hundred and fifty eight Acres and Lot No
 three and South half of Lot No four in Section thirty Township
 containing One hundred & 100 Acres with the appurtenances as the lands
 and tenements of the above named defendant Henry Hamblin and the
 said Marshal having given thirty days previous notice that the above
 described land & Lots of land would be sold at public auction by virtue of
 said writ of Fieri Facias 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
 Madison County did at the same time and place offer said premises for
 sale at public Auction and the said James S. Ewing party of the second
 part then and there appeared and bid for the premises the sum of
 One thousand and fifty two dollars which said sum was more than
 any other person offered or bid for the same whereupon the said premises

See Page 142

were struck off to the said James S. Ewing he being the highest and best bidder therefor. Now this Indenture witnesseth that the said William Mc Gevin Marshal as aforesaid for and in consideration of the premises and of the said sum of One thousand and fifty two dollars to him the said Marshal in hand well and truly paid by the said James S. Ewing 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 James S. Ewing his heirs and assigns forever all and singular the before described premises hereditaments privileges and appurtenances thereunto belonging or in any way appertaining to have and to hold the said premises privileges and appurtenances and all the rights interests titles or claims both at Law and in equity of him the said Henry Hamblin the above named defendant of in or to the same unto the said James S. Ewing heirs and assigns forever. In witness whereof the said W^m Mc Gevin Marshal as aforesaid hath hereunto set his hand and seal the day and year first above written

W^m Mc Gevin Seal

Marshal of the Southern District of Mississippi

The State of Mississippi Personally appeared before me the undersigned Madison County Ga. acting Justice of the Peace and for the County of Madison and State aforesaid William Mc Gevin Marshal in and for the Southern District of Mississippi who acknowledged that he signed sealed and delivered the within deed as his official act and deed for the purposes therein mentioned, Given under my hand and seal this 2nd day of July 1840

J. O. Cook JP Seal

Henry Bell. Received for Record 26th Recorded 31st August 1840
 Cred. Trust of the State of Mississippi
 Charles E. Taliaferro } Landon County } This Indenture made and entered into this 11th day of July A.D. 1840 by and between Henry Bell the party of the first part Charles E. Taliaferro the party of the second part and Louis B. Taliaferro the party of the third part all of the State aforesaid witnesseth that whereas the said Louis B. Taliaferro stands as endorser for the said Henry Bell on a certain Bill of Exchange drawn in favor of R. Horton on Marshall & Montague & Co. of Mobile Alabama for the sum of Three thousand and fifty dollars be the same more or less due on the first day of March. That also on two notes in favor of said payables in the Commercial Bank of Columbus Mississippi now in suit amounting in all to about twenty four hundred dollars and furthermore on a debt due to the Union Bank for fifteen hundred dollars due some time since also on a debt due to David Moore in Alabama the amount not recollectd supposed to be about thirty five hundred dollars on which judgment has been obtained against said Taliaferro as the security of the said Bell in the Circuit Court of Madison County Alabama and

the said Louis B. Saliaferro further stands as security of the said Bell
 for a debt due to the Real Estate Bank of Columbus on which judgment has
 been obtained amounting to about sixteen hundred dollars and where
 as the said Henry Bell is desirous of securing the said Louis B. Saliaferro from
 all of the foregoing described liabilities now in consideration of the premises
 as well as the sum of Ten dollars in hand paid by the said Charles E. Saliaferro
 the receipt is hereby acknowledged at and before the sealing & delivery of
 these presents the said Henry Bell have granted bargained and sold &
 by these presents do hereby grant bargain sell unto the said Charles E.
 Saliaferro his heirs and assigns forever the following described Negroes
 Slaves for life viz Ned a man about twenty one years of age Dick a man
 about forty, Peggy a woman about forty - Sam a man about thirty, Charles
 a man about twenty John a boy about sixteen, Len a man about forty
 five and his wife Ross a woman ~~about~~ twenty two years old and
 her three children Alfred a boy about fifteen Jim Gack about Ten, Ned
 a man thirty, Rosetta a woman about eighteen Maniah a girl about Ten
 Moses a man about twenty and nine other Negroes whose names are
 not recollecting making in all twenty eight Negroes intending to convey
 all the Negroes that the said Bell purchased of Robert Shotwell and
 the same that he now holds a mortgage upon and which was duly recor-
 ded in the Probate Clerk's Office of Madison County Mississippi in the book
 of deeds of pages 140, 141 & 142. all of which facts will more fully appear by ref-
 erence to said mortgage and the said Bell further grants bargains and
 sells to the said Charles E. Saliaferro a certain tract or parcel of land ly-
 ing being in the County of Madison in the State of Mississippi it being
 the same land that P. Henry Bell purchased of said Robert Shotwell and
 which said Bell now has in cultivation and on which said Negroes now
 are employed containing five hundred and eighty acres be the same
 more or less and for the more full and better description of said land it is the
 same embraced in the mortgage covering including the above Negroes given
 to Robert Shotwell as aforesaid all of which land and Negroes are now in
 the possession of said Bell to have and to hold the said Negroes and land
 unto the said Charles E. Saliaferro his heirs and assigns forever against
 me the said Henry Bell my heirs & assigns forever. Upon trust nevertheless
 for the following use and purposes and upon the following conditions
 that if the said Bell shall well and truly pay & satisfy the said several
 debt and liabilities as above described on or before the first day of January
 1844 together with all interest that may have accrued thereon beside all
 costs & expenses attending the same then this deed to become null & void
 but if the said Bell shall fail or refuse to pay any one or all of said
 debts or any part of the same by the above specified time then & in that case
 it shall be the duty of the said Charles E. Saliaferro the said party of the second
 part at the request of the said Louis B. Saliaferro to proceed to sell to the
 highest bidder for ready money after giving thirty days notice of said sale in
 some public newspaper printed in the County of Madison aforesaid at the
 Court House door in the Town of Canton in said County of Madison

between the hours of Ten A.M. & four o'clock P.M. the aforesaid Negroes & land or so much thereof as shall be sufficient to satisfy said debts together with all interests due thereon & cost, & expenses attending the same. It is however the true intent & meaning of the parties to this Indenture that the said Henry Bell is to remain in quiet & peaceable possession of the said land & Negroes until default is made as aforesaid in the payment of said sums of money or debts & liabilities as aforesaid at which time it shall be the duty of said trustee if necessary to take possession of said property and retain the same in his hands until the same are sold. Witness our hands & seals this the seventh day of July 1840

Henry Bell Seal
Chas Caliaferro Seal
Louis B. Caliaferro Seal

The State of Mississippi
Lauderdale County

William P. Puller Clerk of Probate for said County do hereby certify that Henry Bell, Chas Caliaferro & Lewis B Caliaferro whose names are subscribed to the foregoing deed personally appeared before me and acknowledged that they signed sealed and delivered said deed on the day and year therein named as their act and deed
Given under my hand and seal of Office at Columbus the 10th day of July A.D. 1840
W. P. Puller Clerk

Seal

in the presence of Daniel Bruce Administrator of the estate of Thomas Grafton & Nancy McHair with names of witnesses & knowledge full participating in the debt intended to be secured by the mortgage & the property of the said Thomas Grafton & Nancy McHair

Thomas Grafton
Nancy McHair

Received for Record August 29th 1840 Recorded September 1st 1840

Know all men by these presents that I Thomas Grafton of the County of Madison State of Mississippi in consideration of the sum of sixteen hundred forty five dollars in hand paid to me by Nancy McHair of the County of Jefferson State aforesaid the receipt whereof is hereby acknowledged do give grant bargain and sell unto the said Nancy McHair her heirs and assigns forever three certain Negroes Slaves for life to wit a Negro Man named Joe aged about 25 years of a yellow complexion a Negro woman by the name of Amy of a black colour aged about 25 years and her child named Ann aged about two years. The right title to said Slaves I do hereby warrant and defend to the said Nancy McHair her heirs & against the claim or claims of all and every person or persons whatever Provided never theless that if the said Thomas Grafton shall well and truly pay off and discharge a certain promissory note made by the said Thomas Grafton to the said Nancy McHair with also one Daniel M Patterson in security to said note bearing date the third day of January 1837 and due on the first day of January 1838 for the sum of sixteen hundred and forty five dollars on or before the 25th day of December A.D. One thousand eight hundred forty four then and that event this deed of Mortgage to be null and void otherwise to be and remain in full force and effect. And the said Nancy McHair on her part for and in consideration of the premises and the security given her by this

Recd of Mortgage as well as the further consideration of the sum of five dollars in hand paid by the said Thomas Grafton the receipt whereof she doth hereby acknowledge doth hereby covenant and agree to and with the said Grafton that she will not sue on said note or in any wise molest or disturb the said Grafton or his said security to said note until the said 25th day of December 1844 and it is hereby expressly agreed by and between in the said Grafton & M^r Nair that said slaves are to remain the peaceable possession and enjoyment of said Grafton until the said 25th day of December 1844. In Witness whereof we the said Thomas Grafton and the said Nancy M^r Nair have hereunto set our hands & seals the 20th day of August A^d 1840

Thomas Grafton Seal
Nancy M^r Nair Seal

State of Mississippi Personally came before the undersigned Clerk Jefferson County of the Probate Court in and for the County State aforesaid Thomas Grafton and Nancy M^r Nair and acknowledged that they signed sealed and delivered the foregoing instrument of writing on the day and year and for the purposes therein specified in their own act and deed Given under my hand and seal of office at Fayette in the County aforesaid this the 20th day of August A^d 1840

Edwin M^r Stey. Clerk

Seal

Thomas Grafton Received for Record August 29 & Recorded September 1st 1840
 2nd Mortgage }
 John S. E. Byrd } This Indenture made and entered into this the 28th day of July A^d 1840 between Thomas Grafton of Madison County of the one part and John S. E. Byrd of the County of Holmes State of Mississippi of the second part witnesseth that the said Grafton for full consideration of the sum of Five thousand twenty five dollars in hand paid the receipt whereof is hereby acknowledged have this day granted bargained and sold and by these presents do grant bargain sell unto the said Byrd his heirs & assigns forever the following described real personal Estate to wit the real estate situate lying and being in the said County of Madison State of Mississippi and known and described as follows to wit The North 1/2 Section Twenty seven The S^W 1/4 of Section 27 The N^W 1/4 and the South 1/2 of N^W 1/4 of Section twenty eight all in Township N^o Eleven R^{ang} 3 East Also the N^o 11 & R^{ang} 3 East And also the following personal property to wit a Negro man named Mary aged 55 years a Negro boy named Gerson aged about 15 years Negro boy named John aged about 10 years Boy named aged about 7 years Boy named Betty aged about 6 years Negro woman named Louisa aged about 35 years Girl Abby aged about 10 years six head of horses 40 head of Cattle 40 head of sheep 13 head of Swine six yoke of Oxen 2 Waggon 1 Carryall also all the household & kitchen furniture and also all the farming utensils now in the possession of the said Grafton To have and to hold all and singular the above

described property, both real and personal, to the said Byrd his heirs and assigns forever, Provided Nevertheless that if the said Thomas Grafton his heirs Executors or Administrators shall well and truly pay to the said Byrd his Executors & their several Assigns the several promissory Notes made by the said ^{Thomas} Grafton and John Alworth security for said Grafton to said Notes all payable to said Byrd for the sum of Sixteen hundred and Seventy five dollars each and all bearing date the 23^d day of January 1837. The first due the first day of January 1839 The second due the first of January 1840 and the third due the first of January 1841 Now if the said Thomas Grafton shall well and truly pay off and satisfy said sums of Money in said promissory Notes contained together with all interest thereon & fully discharge the same on or before the 25th day of December A.D. Eighteen hundred forty five. Then the within Mortgage and all the stipulations herein contained to be void otherwise to remain in full force and effect. And the said Byrd for and in consideration of the premises & the further security given by this deed of Mortgage as well as the further consideration of the sum of Ten dollars to him in hand paid the Receipt whereof is hereby Acknowledged doth hereby agree to and with the said Grafton not to sue on said promissory Notes or either of them or in any manner molest or disturb the said Grafton or his said security on account of said Notes until the said twenty fifth day of December A.D. 1845. And it is hereby agreed by and between the parties hereto that the said Thomas Grafton shall remain in the peaceable possession and enjoyment of all said property until the said 25th day of December 1845. In Witness whereof we have hereunto set our hands Seals.

Thomas Grafton Seal
 John J. C. Byrd Seal

The State of Mississippi Personally appeared before the undersigned and Madison County acting Justice of the Peace in and said County the named Thomas Grafton & John J. C. Byrd whose names are subscribed hereto who acknowledged that they signed sealed and delivered the within deed of Mortgage as their voluntary act and deed on the day and year therein mentioned Given under my hand Seal the 30th day of July 1840
 P. M. Fleming Seal

Superior Court of Chancery
 for Elizabeth M. Collins
 vs
 W. C. Crane
 Elizabeth M. Collins
 Am. vs. Pransford
 Received for Record July 20th & Recorded September 1st 1840
 Superior Court of Chancery
 of the State of Mississippi
 December Term 1839
 This Cause came on to be heard upon the bill taken for confessed. and the court being now sufficiently advised of and concerning the premises it is finally ordered adjudged and decreed that the Defendant Pransford be and he is hereby perpetually enjoined from proceeding in the judgment at law to cause the slaves in the bills mentioned or any one of them to be seized or taken in execution or sold to satisfy or in virtue of the execution or judgment in

the bill mentioned and it is further ordered adjudged and decreed that Wesley Drombe and he is hereby appointed trustee in lieu of the said Harper the defendant as to all the trust property property within the jurisdiction of this Court with all and singular the power and authority and subject to the responsibility which he would have had and been subject to had he been named in said Deed Trust as trustee in lieu of said Harper and it is further decreed ordered that said defendant Pegram pay the costs of this suit

I Richard L Dixon certify that the above and foregoing is a true & correct transcript of the decree in said case rendered in testimony whereof I have hereunto set my hand and seal of said court this 17th day of July 1840.
R L Dixon Clerk
By J. W. Russell Secy

William McGwin Received for Record August 31st Recorded September 1st 1840
\$13 Bill Sale

Alicy Read \$105. Received of Alicy Read One hundred and five dollars in full for three Negro Slaves called Clarissa and her two children Carol and Pethy sold by me at Marshals Sale this day as the property of John Read to satisfy the judgment of James Morton vs John Read Sureties to me directed thereby bargain sell and convey unto the said Alicy Read all the right title interest and claim of said John Read in and to the aforesaid Negro Slaves. In testimony whereof I have hereunto set my hand and seal the 31st day of August 1840

Wm. W. Arrin Marshal
By J. S. Batts Deputy

The State of Mississippi Personally appeared before me John J. Lane Madison County Clerk of the Probate Court of said County Wesley Drombe and William Read who being duly sworn deposed and said that they saw W. L. Batts as deputy of William McGwin Marshal of the Southern District of Mississippi sign seal & deliver the within bill of sale that they signed their names as witnesses thereto at the request and in the presence of the said W. L. Batts and in the presence of each other Given under my hand Seal of Office at Canton this

31st day of August 1840
John J. Lane Clerk
By Charles Senior Secy

Wm McGwin Received for Record August 31st Recorded September 1st 1840
\$30 Bill Sale

William Read \$131. Received of William Read One thousand One hundred and thirty One Dollars in full for five Negro Slaves called Martin Lucinda & her three children Calvin Maria and infant sold by me at Marshals Sale this day as the property of John Read to satisfy the judgment James Morton vs John Read Sureties to me directed thereby bargain sell and convey unto the said William Read all the

NR

right title interest and claim of said John Read in and to the above
said Neg. Man In testimony whereof I have hereunto set my hand
and seal the 31st day of August 1840 Wm Gwin Marshall Seal
Jest. M. Drone Seal By his Deputy W. L. Batts

The State of Mississippi Personally appeared before me John J.
Madison County Cameron Clerk of the Probate Court of said
County Wesley Crane who being duly sworn deposed and said that
he saw W. L. Batts Deputy of Wm Gwin sign seal and deliver
the within Bill of sale and that he signed the same as a witness
at the request and in the presence of the said W. L. Batts

Given under my hand and seal of Office at Canton
this 31st day of August 1840 John J. Cameron Clerk
By Charles Servey Seal

William Read Received for Record August 31st Recorded September 1840
Bill Sale

Lucy Read Received of Lucy Read the sum of One thousand &
thirty One dollars in full payment for the following described Negroes
to wit a Negr Man by the name of Starling of yellow complexion
aged about twenty one years also a Negr woman by the name of
Lucy black complexion aged twenty years and her three children
(Calvin aged three years, Maria aged two years, an infant)
which Negroes I warrant slaves for life and free from all incum-
brances whatever should be in mind & body as given under my
hand and seal this thirty first day of August 1840

Jest M. Drone Seal William Read Seal
The State of Mississippi Personally appeared before me John J.
Madison County Cameron Clerk of the Probate Court of said
County William Read who acknowledged that he signed seal
and delivered the within Bill of sale on the day and for the
purpose therein mentioned as his act and deed.

Given under my hand and seal of Office at Canton
this 31st day of August 1840 John J. Cameron Clerk
By Charles Servey Seal

John W. P. McGinsey Received for Record 1st Recorded 2nd September 1840
Assignment

William Gillespie In or all men by these presents that I John W.
P. McGinsey in consideration of the sum of six thousand one hundred
and eighty dollars due and owing from me to William Gillespie
of the County of Madison and State of Mississippi upon the following
described promissory notes to wit, one promissory drawn by me in favour
of Thomas Gillespie and the said William Gillespie for the sum of
fifteen hundred dollars dated 7th August 1840 and made payable one
day after date also one other promissory note drawn by me in
favour of Messrs. Wylie Gillespie for the sum of three thousand

dollars dated 27th Aug 1840 and made payable one day after date, Also one other promissory Note drawn by me in favour of Messrs Mitchell, Callahan & Gillespie for the sum of six thousand one hundred and eighty four Dollars and Eighty Cents dated 1st July 1840. and made payable one day after date and for the better securing the payment of the said several debts and promissory notes to the said William Gillespie or his assigns have bargained sold assigned transferred and set over and by these presents do bargain sell assign transfer and set over unto the said William Gillespie all that debt and sum of money and every and any part thereof that is due and coming to me from Samuel Hamblen Esq Sheriff of Madison County Mississippi which is belised amounts to from Six to seven thousand dollars arising from the sale of my property made by the said Hamblen Sheriff as aforesaid on the 15th day of June 1840 and the 20th day of July 1840 by virtue of two several executions that issued from the Madison County Circuit Court one upon a judgment that I rendered in said Court recovered against me in said Court and which was by me taken to the Supreme Chancery Court of this State and the other upon a judgment that White Turpin & Dejean recovered against me in said Court, the money intended to be transferred is belised with amounts to from six to seven thousand as aforesaid it being the amount for which my property sold for by said Hamblen Sheriff as aforesaid over and above sufficient to pay off and satisfy the above named judgments & executions and which is justly due and coming to me from said Hamblen Sheriff as aforesaid according to the laws of this State. I have and do hold unto the said William Gillespie his Executors Administrators and assigns from henceforth to his and their own proper use and benefit forever - And I do hereby constitute and appoint the said William Gillespie my true and lawful Attorney and give and grant unto him his Executors Administrators and assigns full power and Authority for me in my name and in the name of my Executors and Administrators but to the only proper use and benefit of the said William Gillespie his Executors and Administrators to ask for demand sue for buy recover receive compound acquit release and discharge the said debt or sum of money due and coming to me from the said Samuel Hamblen Sheriff as aforesaid or any part thereof that is so much thereof only as may be sufficient to pay off and satisfy the above described promissory notes with all interest that may be due thereon and upon receipt of the same or any part thereof acquitance or any other proper discharge to make and generally for me and in my name or in the name of my Executors and Administrators to make do perform and execute all and every such further and other acts matters and things touching and concerning the premises as to the said William Gillespie his Executors and Administrators shall seem requisite and that as fully and as effectually to all intents and purposes as if myself my Executors and Administrators could or might have done hereby ratifying and confirming all and whatever he or they shall lawfully do or cause to be done in or about the premises, And I do hereby

covenant and agreed to and with the said William Gillespie his Executors and Administrators that I have not done or suffered and that I or my Executors or Administrators shall not do or suffer any act matter or thing whereby or by reason whereof the said William Gillespie his Executors or Administrators shall or may be hindered or prevented from the recovering or receiving the said debt or sum of money hereby assigned and transferred or any part or parcel thereof or so much other satisfaction as can or may be had or obtained for the same by virtue hereof. In Witness whereof I have hereunto set my hand and seal at Canton on this 31st day of August 1840

W. P. M. Ginnsey Seal

The State of Mississippi } Personally appeared before me John Ham-
Madison County } erson Clerk of the Probate Court of said County
John W. P. M. Ginnsey 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. Given under my hand and seal of

Office at Canton this 1st day of September 1840

John J. Cameron Clerk
By Charles Jervis A.

Seal

William Irish } Received for Record 7th Recorded 8th September 1840
3rd Seal

Gilbert Coates } This Indenture made and entered into this
23rd day of May in the year of our Lord one thousand eight hundred and forty between William Irish and Catharine Irish wife of said William Irish of the County of Attala and State of Mississippi of the first part and Gilbert Coates of the County of Warren and State of Mississippi of the second part witnesseth that the said party of the first part for and in consideration of the sum of One dollar to them in hand paid the receipt whereof is hereby acknowledged have this day bargained sold and delivered by these presents do bargain sell and deliver to the party of the second part all the right title claim & interest we have in and to the following lands as vested in us by deed from Saml McFlannoy as Sheriff of Madison County and none other namely the N E 1/4 S 25 & the S E 1/4 W 1/2 N E 1/4 S 24 T 8 R. No 2 East and the W 1/2 S W 1/4 S 18 the W 1/2 N W 1/4 S 19 T 8 R. 2 East containing 541 1/100 acres and also all the right and title as vested in us by deed of Wm Booth Sheriff of Carroll County recorded 31st day of January 1840 in Probate Clerks office of Carroll County State of Mississippi in Books C pages 645 & 646 and none other in and to the following lands namely S 1/2 N W 1/4 S 9 & W 1/2 S W 1/4 S 10 & E 1/2 N W 1/4 & E 1/2 S W 1/4 S 20 the whole of section No 16 T 7 N R. No 2 East being an undivided half interest also an entire interest in the S W 1/4 S 21 T 7 N R. No 2 East are 20 acres in the SW corner of said tract and also all title claim & interest as vested in us by receipt of J. M. Farrer Receiver of public money at Jackson dated Nov 5th 1839 & ~~transfer~~ T. lot No 3 S. W. 3. T 17 N R. 2 E containing 67 1/100 acres more or less to have and to hold the above described land with all and singular the improvements thereunto belonging or in anywise appertaining & also the said party of the first part do covenant and agree for ourselves our heirs Administrators

And assigns to transfer, Relinquish & release to the said party of the second part their heirs Administrators and assigns forever all rights titles to the property herein described as vested in us as before set forth. In testimony whereof we have hereunto set our hands and seals this day and year above written

Witness
Richard Casey, John Rundberg

William J. Fish Seal
Catharine Fish Seal

State of Mississippi Before me, M. Wilson Judge of Probate for said County Holmes County ss

3rd day came in person the within and above named William J. Fish and Catharine Fish wife of the said William J. Fish, who acknowledged that they signed sealed and delivered the within and foregoing instrument operating as their act and deed on the day and year therein written -

And the said Catharine Fish again by me Judge of Probate in and for said County in a private examination 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 from her said husband. Given under my hand and seal this 4th day of June in the year Eighteen hundred & forty

M. Wilson Seal
Judge of Probate for Holmes County

Hughes Hill, Wife Exec. Received for Record & Recorded & September 1840
J. Reed State of Mississippi

Legal Representative of G. S. Tidwell Jefferson County January 28th 1839 This indenture made and concluded this twenty eighth day of January in the year of our Lord One thousand Eight hundred and thirty nine between Phillip O'Hughes Executor Henry Hill's Executor in right of wife and Lucretia Hill formerly Lucretia Mayberry Executrix of the Estate of Abram Mayberry deceased of the first part

Legal Representative of Gibson S. Tidwell of the second part Witnesseth that in consideration of a bargain and sale made by Abram Mayberry in his lifetime and his bond to make title bearing date Decr 30th 1832 and signed with his own proper signature and the further consideration of Two thousand dollars the receipt whereof is hereby acknowledged to have been received by the said Abram Mayberry or his Executors previous to the delivery of these presents and the aforesaid Phillip O'Hughes Executor Henry Hill Executor in right of his wife and Lucretia Hill formerly Lucretia Mayberry Executrix of the Estate of Abram Mayberry deceased in their capacity as Executors for and in the above named consideration doth bargain sell release convey and confirm unto the legal representatives of Gibson S. Tidwell all the right titles and interests of the said Abram Mayberry deceased all and singular to that parcel or parcels of land specified in the above named bond being as follows viz No ~~25~~ North East Quarter of Section No 25 Township No 8 of Range two East containing One hundred and fifty four ¹⁰⁰/₅₁ Acres also No ~~25~~ East Half of South East Quarter of Section No 24 Township No 8 of Range two East containing Seventy seven ¹⁰⁰/₄₁ acres and likewise No ~~25~~ West half of North East Quarter of Section No 24 Township No 8 of Range two East Seventy seven ¹⁰⁰/₄₁ Acres and No ~~25~~ The West half of South East Quarter of Section Section No 24 twenty four Township No 8 of Range two East containing Seventy seven ¹⁰⁰/₄₁ Acres the whole containing Three hundred and Eighty six ¹⁰⁰/₅₁ Acres more or less to the use of the legal representatives of the aforesaid Gibson S. Tidwell forever and the

aforsaid Philip O'Hughes Harris Hill and Lucretia Hill formerly Lucretia Mayberry with in their several Capacities as Executors and Executrix Grant bargain sell release convey and confirm all the rights title and interests of the aforsaid Abram Mayberry dec'd into said parcel or parcels of lands all and singular or in anywise appertaining unto the aforsaid Representatives - Gibson & Sidwell their heirs or assigns forever and will in their Capacities as Executors forever defend the same from the lawful claims of all persons whatsoever claiming in or through the aforsaid Abram Mayberry dec'd -

Witness our hands and seals on the day and year above written
 Philip O'Hughes Ex. Seal
 Harris Hill Ex in right of wife Seal
 Lucretia Hill Executrix Seal

State of Mississippi
 Jefferson County J. James Collier Clerk of the Circuit Court in and for the County of Jefferson and State aforesaid do hereby Certify and make known that on the twenty eighth day of January Eighteen hundred and thirty nine personally appeared before me Harris Hill Executor in right of his wife and Lucretia Hill Executrix and acknowledged that they signed sealed and delivered the within deed as their act and deed and for the purposes therein contained and the said Lucretia being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her act and deed freely and voluntarily without any fear threat or compulsion from her said husband.

Given under my hand and seal
 this 28th day of January A.D. 1839
 J. J. Collier Clk

State of Mississippi
 Jefferson County Personally came before the undersigned Clerk of the Circuit Court in and for the County of Jefferson State aforesaid Philip O'Hughes Executor of the last will and Testament of Abram Mayberry dec'd and acknowledged that he signed sealed and delivered the foregoing deeds as his act and deed and for the purposes therein mentioned

Given under my hand and seal of
 Office this 29th day of March 1839
 J. J. Collier Clk

Joseph J. Pugh Received for Record of the Record 8th September 1840.
 J. B. Bill Pale

James Pugh Madison County State of Mississippi
 Received of James Pugh of the County of Williamson and State of Tennessee Five hundred & twelve dollars in full payment for a certain Negro man a mulatto named William about twenty five years old which Negro I warrant found in mind and body a slave for life Given under my hand and seal this fifth day of September 1840.

Joseph J. Pugh Seal

State of Mississippi Personally appeared before me the undersigned Justice of Madison County the Peace for said County Joseph J. Pugh who acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed on the date and for the purposes therein specified Given under my hand and seal this 7th day of Sept 1840

Henry White J.P. Seal

James McReid Received for Record & Recorded 8th September 1840

In 3^d Deed of Gift to the State of Mississippi
Gustavus Reid Madison County. I know all men by these presents that I James McReid of the County and State aforesaid for and in consideration of the natural love and affection which I bear towards my son Gustavus Reid and for the further consideration of the sum of One dollar to me in hand well and truly paid at and before the sealing and delivery hereof this receipt whereof is hereby acknowledged have given granted bargained sold and delivered and by these presents do give grant bargain sell and deliver unto my said son Gustavus the following described Negro woman in manner as follows to wit said Negro woman is named Mariah her age is twenty seven years and her complexion is yellow she is stout made of middling stature. said Negro woman is hereby conveyed to said Gustavus until he shall arrive at the age of twenty one years at the expiration of which period if the said James McReid shall then be living said Negro is to revert to him the said James Mc. and the property thereof is forever to remain in him and be absolutely and entirely subject to his control disposal and direction the increase of said woman up to the period when said Gustavus shall come of age is hereby reserved to the said James McReid as his property and ever and at all times to be subject to his management control and direction.

In testimony of all which I James McReid have hereunto set my hand and affixed my seal this thirty first day of August in the year of our Lord Eighteen hundred and forty

James McReid Seal

Given Test
Oren Van Vactor Andrew Girard

The State of Mississippi Personally appeared before the undersigned Madison County Justice of the Peace in and for said County the above named Oren Van Vactor one of the subscribing witnesses to the aforesaid deed being first duly sworn deposes and saith that he saw the above named James McReid whose name is subscribed thereto sign seal and deliver the same that he this deponent subscribed his name as a witness thereto in the presence of the said James McReid and that he saw the other subscribing witness sign the same in the presence of the said Reid and in the presence of each other on the day and year therein named. Given under my hand and seal this 31st day of Augt. 1840

W. H. Russell Seal

Gilbert Leater Received for Record & Recorded 8th September 1840

In 3^d Deed of Gift to the State of Mississippi
John J. Henry This Indenture made and entered into this eighth day of September Anno Domini One thousand Eight hundred and forty between Gilbert Leater of the County of Warren and State of Mississippi of the first part and John J. Henry of the County of Madison and State aforesaid of the second part witnesses that the said party of the first part for and in consideration of the sum of Five thousand dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have this day bargained sold delivered and by these presents doth bargain sell and deliver

to the party of the second part all the right title claim and interest he has in and to the following lands vested to him by deed from William J Irish and Catharine Irish dated 23rd May 1840 to the said party of the first part namely the N E 1/4 of 25 of the S E 1/4 of 11 1/2 N. E 1/4 of 24 38 R N. E. East and 1/2 of 11 1/2 S 18 and 1/2 of 11 1/2 S 19 38 N. E. East containing five hundred and forty Acre more or less the title to the said land as vested to the party of the first part by deed of William J Irish & wife he truly grants bargains sells and conveys to the said party of the second part his heirs Executors and Administrators forever all and singular. In testimony whereof the said party of the first part hath hereunto set his hand and affixed his seal the day and date first above written
 Gilbert Coates Seal

The State of Mississippi Personally appeared before the undersigned Madison County Justice of the Peace in and for said County the within named Gilbert Coates who acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed and for purposes therein specified and on the day and date therein named Given under my hand and seal this eighth day of September 1840, Henry White J P S

John H M Daniel Received for Record August 11th Recorded September 8th 1840
 J. S. Deob

Reuben B. Newman This indenture made and entered into this third day of June in the year of our Lord One thousand eight hundred and forty between John H M Daniel and his wife Evelina B M Daniel of the one part and Reuben B Newman of the other part Witnesseth that the said John H M Daniel and his wife Evelina B M Daniel for and in consideration of the sum of nine thousand four hundred dollars by the said Newman to the said John H & Evelina B M Daniel in hand paid the receipt whereof is hereby acknowledged have this day bargained granted and sold and by these presents do bargain grant and sell convey unto the the said Reuben B Newman and his heirs and assigns forever the following described tracts or parcels of land lying and being in the County of Madison and State of Mississippi Designated as follows to wit The East half South West Quarter of Section twenty four Township seven Range One East The East half of Lot No 1 of Section 13 of Township six Range two East and the East half of the South West Quarter of Section thirty four Township seven Range two East and the West half of Lot No One of Section six Township six Range two East containing by estimation in all six hundred and twenty Acre more or less To have and to hold the above described tracts or parcels of land with all the appurtenances & hereditaments thereto belonging or in any way appertaining to him the said Reuben B Newman his heirs and assigns forever free and discharged of all claims of the said Evelina B M Daniel for dower and free and acquitted and discharged from all claims or claims of the said John H or Evelina B M Daniel of what nature or kind soever; And are the said John H M Daniel and Evelina B M Daniel his wife for ourselves our heirs Executors Administrators & assigns do hereby Covenant and agree to and with the said Reuben B Newman his heirs Executors Administrators and assigns to warrant and forever defend

the right and title of the above described tract or parcels of land against the claim of all and every person or persons, whatsoever claiming by or through them or either of them. In testimony whereof the said John H. McDaniel and his wife the said Cordona B. McDaniel, have herewith subscribed their names and affixed their seals the day and date above written the words "Henry" interlined before signed 3 John H. McDaniel. Seal 3

The State of Mississippi Personally, appeared before me John J. Cameron Madison County. Clerk of the Probate Court of said County John H. McDaniel, who acknowledged that he signed sealed and delivered, the foregoing deed on the day and year and for the purpose therein expressed, as his act and deed Given under my hand and seal of office at Canton this 3rd day of June A.D. 1840 John J. Cameron Clerk By Charles Sevier dele Seal 3

Samuel Hamblen Received for Record and Recorded September 9th 1840 To Beed Burruss Haley This Indenture made and entered into this seventh day of September Anno Domini One thousand Eight hundred and forty between Samuel Hamblen Sheriff of Madison County Mississippi of the first part and Burruss Haley of the second part witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against John J. Botter & George Robinson in the following case viz at the May Term 1838 of said Court to wit, Botter & Robinson vs John J. Botter & George Robinson for \$3201.50 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 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 Botter & Robinson he cause to be made the sum of money mentioned in said writs of Fieri Facias to render to the said plaintiff at the November Term 1838 of said Court and the said Sheriff in conformity of the command of said writs proceeded on the 17th day of March 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 Robinson lying and being in the County of Madison aforesaid. To wit and designated as follows The 1/2 N 1/4 and N 1/4 W 1/4 of Section No. 1 & N 1/4 of Section two Township No. 7 Range 2 East and Sec. No. 2 of Section No. 7 Township No. 7 Range 2 East containing by estimation 633.700 Acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the seventh day of September 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 seventh day of September A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and Burruss Haley appeared and bid two 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 _____ Dollars and two cents per acre to me in hand paid the receipt of which is hereby acknowledged. Samuel Hamblen Sheriff aforesaid

said by virtue of the authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Burrup Haley all the rights title interests and claims of the aforesaid Robinson 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 Geo Robinson his 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

The State of Mississippi Personally appeared before me John A. 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 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 9th day of September 1840. John A. Cameron Clerk By Charles Service Ale

Seal

Robert Shotwell Received for Record and Recorded September 9th 1840

To B Reed } State of Mississippi }
Lucretia Warren } Madison County }
It is well known by these presents that I Robert Shotwell of the County of Madison in the State aforesaid in consideration of the sum of Four hundred dollars to me paid by Lucretia Warren of the County of Madison in the State aforesaid have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Lucretia Warren all that parcel or tract of land situated in the said County of Madison known as the North East Quarter of Section fifteen in Township No Ten (10) N of Range No five East of the land subject to entry at Columbus Miss. containing one hundred and fifty nine Acres together with all and singular the rights members heres appurtenances and appurtenances to the said premises belonging or in any wise incident or appertaining to have and to hold all and singular the premises before mentioned unto the said Lucretia Warren and her heirs forever and I do hereby bind myself my heirs executors and Administrators to warrant and forever defend all and singular the said premises unto the said Lucretia Warren her heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof Witness my hand and seal this 7th day of September in the year of our Lord One thousand eight hundred and forty

Robert Shotwell Seal

The State of Mississippi Personally appeared before me John A. Cameron Clerk of the Probate Madison County Court of said County Robert Shotwell 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.

Given under my hand and seal of Office at Canton this 9th day of September 1840. John A. Cameron Clerk By Charles Service Ale

Seal

Byrne Normann & Co } Received for Record & Recorded September 14th 1840 }
To B Reed }
Benj Story & W Brown } This Indenture made this fifth day of May Eighteen

hundred and forty veterans John B. Byrne Louis J. Hermann. Charles Briggs and Charles A. Lacoste late merchants and copartners under the firm name of Byrne Hermann & Co. of the first part and Benjamin Story and James Brown of the second part witnesses that whereas the said parties of the first part by virtue of a deed of trust duly executed by James M. Smith to said Byrne Hermann & Co. to secure to Thomas Barrett the prompt and punctual payment of the sum of forty six thousand two hundred and thirty one dollars and seventy nine cents in the manner specified in said deed of trust which is dated the first day of April Eighteen hundred and thirty six which is duly recorded in the Clerk's Office of the Probate Court of Madison County Mississippi Book C pages 469 & 470 did on the fourth day of May A.D. Eighteen hundred & forty in pursuance of previous notice published for ninety days in a newspaper printed in Jackson Mississippi called the Southern Sun expose to sale at the plantation of said James M. Smith deceased in Madison County which is more fully described in said deed of trust to the highest bidder for cash all that tract of land and plantation in which said James M. Smith resided at the time of his death composed of Section Twenty four the East half of Section Twenty three the East half of the North West Quarter and the West half of the North East Quarter Section Twenty five all in Township Nine Range One East. Also the South West Quarter and the West half of the South East Quarter Section Nineteen Township Nine Range Two East containing in the whole thirteen hundred and fifty acres which was sold to said parties of the second part who by their agent Edmund Mitchell bid therefore the sum of six thousand eight hundred dollars including farming utensils on said plantation also the following slaves which were sold in families for the prices stated and bought by said parties of the second part by their agents as follows to wit George Priscilla & Harriet for sixteen hundred dollars, Riley Lucy twelve hundred & fifty dollars, Margaret William, Ross Sami Wesley Martha & Solomon for twenty five hundred and fifty dollars, Sally Lydia Shadrach, Riley Alexander Charity twenty two hundred dollars Mary Gordon four hundred and fifty dollars Anne Charissa Cyrus Albert Patsy Jane & Violet thirty four hundred & fifty dollars Clara Margaret Smith & Virginia fourteen hundred & fifty dollars Jesse Mahala Hudson Henry Bryant John James & Montgomery thirty four hundred and fifty dollars Isabella & her child George five hundred and fifty dollars Morris & Maria Johnson nine hundred dollars. Lucinda & Emily nine hundred dollars Nancy four hundred dollars Nelson six hundred dollars Isaac Louisa five hundred dollars Nancy & Jack Co John nine hundred dollars Adam Miles (collected) & Frank fifteen hundred and fifty dollars Bob Susan Monroe Harrah sixteen hundred dollars Dick Harris six hundred and fifty dollars Maria Sallot five hundred dollars Hannah four hundred dollars Mary Annam four hundred & fifty dollars Caroline four hundred and fifty dollars James Mitchell five hundred and fifty dollars. Also twenty two mules on said plantation at thirty dollars each. Making six hundred and fifty dollars. Also a tract of land in Scott County composed of Section Twenty six and the South half of Section Twenty three Township Eight Range Six East containing nine hundred and sixty eight ^{29/100} acres. Also Section thirty two Township Eight Range Seven East containing six hundred and fifty three

44
 For Acres for Eighteen hundred twenty four \$100 dollars after which the sale
 was postponed until the next day and on that day to wit the fifth day
 of May Eighteen hundred and forty the parties of the first part did expose
 for sale the following Slaves, which were bought by the parties of the second
 part by their Agent aforesaid to wit, Dick Hardeman for the sum of Fifty hun-
 dred dollars and Albert for Five hundred dollars amounting in the whole
 to Thirty seven thousand five hundred and Eighty four \$500. Dollars, Now this
 Instrumented Witness that the said John B. Byrne, Hermann & Co. trustees as aforesaid for
 and in consideration of the premises and of the sum of Thirty seven thousand
 five hundred and Eighty four \$500. Dollars to them in hand paid by the said
 parties of the second part the receipt whereof is hereby acknowledged, have this
 day bargained, sold, delivered, conveyed and confirmed and by these presents
 do bargain, sell, deliver, convey & confirm unto the said parties of the second part
 their heirs and assigns forever all the aforesaid lands, tenements, Slaves, Mules
 & farming utensils together with all and singular the hereditaments, and
 appurtenances thereto belonging or in any wise appertaining and all the Estate
 right title, claim interest demand & possession of said parties of the first part
 by virtue of said deed of trust to have and to hold, said lands, tenements and
 other property real and personal unto the said parties of the second part
 their heirs and assigns forever and to their only proper use, benefit and behoof
 forever In witness whereof we have hereunto set our hands and seals

John B. Byrne Seal
 L. J. Hermann Seal
 Chas. Brigg Seal
 Chas. Lacoste Seal

The State of Louisiana

New Orleans. Personally appeared before the undersigned Judge of the
 District Court of said State for the first Judicial District the same being
 a Court of Record the said John B. Byrne, Louis J. Hermann and Charles Brigg
 who personally acknowledged that they respectively signed sealed and delivered the
 foregoing deed of conveyance as their voluntary act and deed for the consider-
 ation and for the use and purpose therein mentioned, Witness my hand
 and seal this 18th day of May 1840

A. M. Buchanan Seal
 Dist Judge

United States of America
 State of Louisiana

By A. B. Roman Governor of the State of Louisiana

do hereby certify that A. M. Buchanan whose name is subscribed to the instrument
 of writing herein annexed is now and was at the time of signing the same
 Judge of the District Court of the first judicial District of the State of
 Louisiana that his signature is genuine, that all his official acts as such
 are entitled to full faith and credit; Given at New Orleans under my
 hand and the seal of the State this
 twenty third day of May One thousand
 Eight hundred and forty and of the
 Independence of the United States the sixty fourth
 A. B. Roman

Seal
 A. B. Roman
 Governor

Levi Levee Secretary of State

The State of Mississippi Personally appeared before me. Ralph North Clerk of
 Adams County. The Probate Court of said County Charles A. Lacroix who
 acknowledged that he signed sealed and delivered the annexed instrument
 of writing to Benjamin Story and James Brown on the day and year there
 in named as his own act and deed, Given under my hand and the seal of
 said Court the 29th day of August A.D. 1840
 R. North, Clerk

Head 3

v v v

Polen Strickland Received for Record July 25th & Recorded September 1st 1840
 O. E. Reed
 Sterling P. Cockerill, Adm^r This Indenture made this twentieth day
 of July Eighteen hundred and forty between Polen Strickland and Sarah
 Strickland his wife of Madison County Mississippi of one part and
 Sterling P. Cockerill Administrator of the Estate of Washington Cockerill
 deceased late of Madison County State of Mississippi of the other part
 Witnesseth that whereas on or about the eighth day of December Eighteen hun-
 dred and thirty the said Washington Cockerill then in his lifetime together
 with Mark P. Cockerill made and executed their written obligation in
 the penal sum of Three thousand dollars commonly called a title
 Bond (the same having been recorded in Record Book (B) page 102 and 103)
 whereby they bound themselves that the said Washington Cockerill
 should well and truly make and convey or cause to be made and con-
 veyed unto Edward Anderson then of the County of Madison and State
 of Mississippi on or before the first day of March One thousand Eight
 hundred and thirty three a full and sufficient title or deed in fee simple
 in and to the following tracts or parcels of land together with all and
 singular the rights privileges immunities and appurtenances of what-
 soever nature in any wise thereunto belonging, To wit, A certain
 tract or tracts of Land lying, situate and being in the County of
 Madison and State aforesaid containing One thousand and thirty
 Eight Acres and ⁶²/₁₀₀ of an Acre being the same land purchased by
 Washington Cockerill of B. T. Grayson and known and designated as section
 seventeen in Towns hip eight of Range Two East and the south half of section
 eight Township eight of Range Two East and the east half of the North East
 Quarter of section Eighteen in Township eight of Range Two East, and
 also the South West Quarter of section Nine in same Township and Range
 containing One hundred and fifty Nine Acres of Land more or less.
 And whereas the said Washington Cockerill had departed this life
 without complying on his part with the conditions of said writing
 obligatory on title Bond And whereas Administration of all and singular
 the goods and chattels and credits which were of the said Washington C.
 Cockerill deceased were by the Court of Probate of said County of Madison
 and State of Mississippi granted to the said Sterling P. Cockerill on the thir-
 ty seventh day of August Eighteen hundred and thirty two And whereas
 afterwards to wit, at the January Term Eighteen hundred thirty four
 of said Court of Probate it was by said Court Ordered that said Sterling

R. Lockrill Administrator as aforesaid should convey to the said Edward Anderson by a good and sufficient deed of conveyance the aforesaid tracts or parcels of land Accordingly Sterling Lockrill Administrator of the Estate of Washington Lockrill deceased did in consideration of the premises and in obedience to the order of said Court on the fourth day of June Eighteen hundred and thirty four make a good and sufficient deed of conveyance to the said Edward Anderson which said deed has been Recorded in Record Book (B) page 262, 263 and 264 and whereas it has since that period been ascertained that the East half of the South West Quarter of Section Nine in Township Eight of Range Two East containing Seventy Nine Acres and fifty hundredths of an acre of land had been entered by and in the name of the aforesaid Polin Stricklin as per entry in Registers tract Book number 5528 and sold by said Stricklin to Washington Lockrill late of Madison County Mississippi during the lifetime of said Lockrill and previous to the sale made by said Lockrill to the said Edward Anderson and embraced in said Lockrills Bond of conveyance to Edward Anderson as well as Sterling Lockrills deed to said Edward Anderson as Administrator as aforesaid Now therefore be it known that for and in consideration of the sum of One hundred dollars having heretofore been paid by the said Washington Lockrill during his lifetime and the further sum of Two hundred dollars to be in hand paid by Richard W Anderson as agent for the aforesaid parties the receipt whereof we do hereby acknowledge have this day given granted aliened enfeoffed and conveyed and by these presents do give grant alien enfeoff and convey unto the said Sterling Lockrill Administrator as aforesaid for the use and benefit of the aforesaid Edward Anderson all and singular the above mentioned piece or parcel of land it being the East half of the South West Quarter of Section numbered Nine in Township Eight of Range Two East containing Seventy Nine Acres and fifty hundredths of an acre of land more or less to have and hold the above described piece or parcel of land with the Appurtenances thereto belonging or in anywise appertaining unto the aforesaid Sterling Lockrill Administrator as aforesaid for the use and benefit of Edward Anderson his heirs and assigns forever and the said Polin Stricklin and Sara his wife for themselves their heirs Executors and Administrators do covenant promise and agree to and with the said Sterling Lockrill Administrator as aforesaid for the use of or his assigns against all and every person or persons lawfully or equitably claiming said premises or any part thereof by through or under them and against any person or persons claiming under the Government of the United States shall and will warrant and by these presents forever defend In Witness whereof the said Polin Stricklin and Sara his wife have hereunto set their hands and seals the Twentieth day of July Eighteen hundred and forty 3/4 the said Administrator in record page including previous to signing signed sealed & delivered in the presence of

W Anderson
 J. C. Gillespie

Polin Stricklin Seal
 Sara Stricklin Seal

State of Mississippi Personally appeared before us Richard W
 Madison County 3 Anderson and John L Gillespie the subscribing
 witnesses to the foregoing deed the above named Sarah Stricklin
 and acknowledged that she signed sealed and delivered the foregoing
 deed of conveyance of her own free will and accord without fear
 threats or compulsion of her said husband and acknowledged the
 same to be her voluntary act and deed and this to be her
 relinquishment of dower. Witness our hands and seals this Seventeen
 eth day of July Eighteen hundred and forty.

R. W. Anderson Seal
 J. L. Gillespie Seal

State of Mississippi
 Madison County 3 Personally appeared before me John A Cameron
 Clerk of the Probate Court of said County Richard W Anderson who being
 duly sworn deposed and said that he saw Robert Stricklin and Sarah
 Stricklin sign seal and deliver the foregoing deed on the day therein
 written that they acknowledged the same as their act and deed
 that said Sarah Stricklin acknowledged that she signed sealed and
 delivered the same without the fear threats or compulsion of her hus-
 band) and that he this deponent and John L Gillespie the other sub-
 scribing witness signed the same as witnesses at the request and in
 the presence of the said Robert Sarah Stricklin and in the presence
 each other. Given under my hand and seal of office at Canton
 this 25th day of July A. D. 1840. John A. Cameron Clerk
 By Charles Sevier Ale

Seal
 The State of Mississippi Personally appeared before me John A Cameron
 Madison County 3 Clerk of the Probate Court of said County John
 L Gillespie who being first duly sworn deposed and said that he saw
 Robert Stricklin and Sarah Stricklin sign seal and deliver the foregoing
 deed on the day therein written that they acknowledged the same as
 their act and deed that said Sarah Stricklin acknowledged that she
 signed sealed and delivered the same without the fear threats or com-
 pulsion of her husband) that he this deponent and Richard W Anderson
 signed their names as witnesses thereto at the request and in the presence
 of the said Sarah & Robert Stricklin and in the presence of each other.
 Given under my hand and seal of office at Canton this
 17th day of September A. D. 1840. John A. Cameron Clerk
 By Charles Sevier Ale

Samuel Hamblen Received for Record and Recorded September 19th 1840
 Jesse Brown This Indenture made and entered into this 17th
 day of August Anno Domini One thousand Eight hundred and forty between
 Samuel Hamblen Sheriff of Madison County Mississippi of the first part
 and Jesse Brown of the second part witnesses that whereas judgment was
 rendered by the Circuit Court of the County of Madison aforesaid against Gabb Coote
 James McLean Jr. A. D. Haren et al. in the following case viz at the Spring

Term 1839 of said Court to wit Clinton Lodge No 16 vs G. Skoote, James M Larina, J. M. Haven, G. F. Foutte, G. L. Cameron for \$126.75 with interest at the rate of eight per cent per Annum, from date until paid and costs of suit 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 G. Skoote if as he cause to be made the sum of money mentioned in said writs of Fieri Facias to render to the said Plaintiff at the September Term A.D. 1840 of said Court and the said Sheriff in conformity of the Command of said writs proceeded on the 13th day of July A.D. 1840 to levy the aforesaid writs of Fieri Facias on the following described tract or parcels of land as the property of the aforesaid Defendant looks lying and being in the County of Madison aforesaid known as the South half of the West half of the North West Quarter of Section No. 15 of Township Eleven North of Range No. 6 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 17th day of August 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 as aforesaid also proceeded on the 17th day of August A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and Jesse Brown appeared and bid 40 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 40 Cents per Acre to me in hand paid the receipt of which is hereby acknowledged Samuel Hamblen Sheriff as aforesaid by virtue of the Authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Jesse Brown all the right title interest and claims of the aforesaid Skoote 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 Gabriel S. Skoote 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. SSS

The State of Mississippi Personally appeared before me John Cameron Clerk of the Madison County Probate Court of said County Samuel Hamblen who acknowledged that he signed Sealed and delivered the within and 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 19th

SSS

day of September A.D. 1840

John J. Cameron Clerk

By Charles Servey At

v v v

Hercy Latham Recused for Record and Recorded September 22nd 1840
 do do do
 James Hunter His Indenture made the sixth day of February in the year of our Lord one thousand eight hundred and forty between Hercy Latham of the County of Madison and State of Mississippi of the one part and James Hunter of the town of Grand Gulf and State aforesaid of the other part witnesseth that the said Hercy Latham for and in con-

consideration of the sum of Two thousand dollars lawful money of the United States to him in hand well and truly paid by the said James Hunted the receipt whereof is hereby acknowledged. hath granted bargained sold conveyed and confirmed and by these presents doth Grant bargain sell convey and confirm unto the said James Hunted his heirs and assigns all and singular the following described lots tracts or parcels of land to wit in equal undivided half part of a part of section Number five Township Number nine of Range One East of the Choctaw district in the County of Madison State of Mississippi beginning at the North East corner, of said section Number five, hence South along the East boundary of said section for a state in the Bank of a small Creek or run called Spring Branch from whence a Red oak tree bears South Eighty One West Six Links marked thus $\frac{1}{2}$ fronting said State thence down the middle of the channel of said Branch to where the same empties into Big Black River thence up said River its several meanderings as taken in the original survey to the traverse posts on the North boundary of said section five thence East along said North boundary to the place of beginning containing Forty three Acres and Sixty six hundredths of an Acre be the same more or less Reserving however from sale a four Acre Lot with its appurtenances situated in the South East Corner of the tract of land above described now owned by Henry Latham, also the equal undivided half part of Lot Number Ten in Section Thirty two of Township Ten in Range One East containing Eight Acres and Seventy five hundredths of an Acre situated in the County and State aforesaid and all the Estate rights titles interests claims and demands of the said Henry Latham of in and to the premises with all and singular the rights members privileges and appurtenances to the same belonging or in any wise appertaining and the rents issues and profits thereof to have and to hold the said premises with the appurtenances to the only proper use benefit and behoof of the said James Hunted his heirs and assigns forever and the said Henry Latham his heirs executors and Administrators doth covenant and Grant unto and with the said James Hunted his heirs executors Administrators and assigns that he is the true and lawful owner 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 he the said H. Latham his heirs executors and Administrators will warrant and forever defend the aforesaid premises with their appurtenances and every part and parcel thereof unto the said James Hunted his heirs and assigns against all persons claiming or to claim by from or under him them or any of them or by from or under any other person or persons whatsoever J. M. Metcalf whereof the said Henry Latham and his wife Lucy Ann Latham who hereby relinquishes her rights of dower have hereunto set their hands and seals the day and year above written

Signed Sealed and Delivered
 in presence of:
 J. M. Metcalf
 J. H. Greenlee

Henry Latham 
 L. A. Latham 

The State of Mississippi Personally appeared before me William B. Hart
 Madison County 3 an acting Justice of the Peace in and for said
 County Henry Latham & P. A. Latham his - who severally acknowledged
 that they signed sealed and delivered the foregoing deed as their act and
 deed for the purpose therein mentioned of the said P. A. Latham having
 been examined separate and apart from her said husband acknowledged
 that she signed sealed & delivered the said with persuasion, fear or threats
 from her said husband freely. Given under my hand and Seal this
 4th day August A. D. 1840 Will B. Hart J. P. Seal 3

Samuel Hamblen Received for Record Records September 20th 1840
 20 3 Reed

C. B. Puckett This Indenture made and entered into twenty
 first day of September Anno Domini One thousand Eight hundred
 and forty between Samuel Hamblen Sheriff of Madison County Mississippi
 of the first part and C. B. Puckett of the second part Witnesseth that whereas
 judgment was rendered by the Circuit Court of the County of Madison
 aforesaid against John H. Claiborne et al in the following case viz
 at the October Term 1836 of said Court to wit Plaintiffs Banks vs. John
 H. Claiborne, et al. Judgment for \$31,97.33, with interest at
 the rate of eight per cent per annum from date until paid and cost of suit
 and various writs of Fieri Facias issued from the Office of the Clerk of Circuit
 Court aforesaid directed to the Sheriff of Madison County aforesaid command-
 ing him that of the goods and Chattels lands and Tenements of the aforesaid
 John H. Claiborne his 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 A. D.
 1840 of said Court and the said Sheriff in conformity of the command of said writ
 proceeded on the 17th day of July A. D. 1840 to levy the aforesaid writ of Fieri Facias
 in the following described tract or parcel of land as the property of the aforesaid
 Defendants, to wit and being in the County of Madison aforesaid known as Section
 No. 29 Township 8 of Range 3 East of the Hickory Barren tract containing by
 estimation two Acres the same more or less and the said Sheriff proceeded to
 advertise the same for thirty days previous to the 21st day of September 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 pro-
 ceeded on the twenty first day of September A. D. 1840 to offer the same for
 sale at the Court House door aforesaid to the highest bidder for Cash and C. B.
 Puckett appeared and bid 3¹/₂ 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 3¹/₂ Cents per Acre to me in hand paid the receipt of which is hereby Ack-
 nowledged by Samuel Hamblen Sheriff as aforesaid by virtue of the Authority
 vested in me as Sheriff do hereby bargain sell and convey to the aforesaid C. B.
 Puckett all the right title interest and claim of the aforesaid John H. Claiborne
 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 John D. Bell Cabourn and his heirs
Executors and Administrators In testimony whereof I have hereunto set
my hand and affixed my seal. This day and year first written

Saml Chamblen Sheriff

The State of Mississippi Personally appeared before me John Harrison
Madison County Clerk of the Probate Court of said County Sam-
uel Chamblen 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 said County Given under my hand and seal of
Office at Canton this 22nd day of September 1840 John O. Cameron Clerk
Seal

Jasper P. Sutton Received for Record and Recorded 22nd September 1840
Gr 3 N. C. Smith

Wesley Drane and Gabriel LeSmith of the County and State aforesaid
Jasper P. Sutton of the County of Madison and State of Mississippi of the first
part Whereas the said Jasper P. Sutton having executed certain promissory notes
viz 1 to the Miss Union Bank for the sum of three thousand three hundred
and fifty dollars nine months after date and dated 13 March 1839 and also
for twenty six hundred and sixty six dollars and sixty six cents dated 13
March 1839 due 1st day of March 1840 also other notes bearing same date and
due 1 day of March 1841 and one other note dated 13 March 1839 and due
1 day of March 1842 and to the said notes calling for twenty six hundred
and sixty six dollars and sixty six cents; and whereas the said Jasper
P. Sutton having requested the said Willie Lyons and John Le Boyd to be his
security for the true and well payment of the aforesaid described notes and
the said Willie Lyons and John Le Boyd having become for the payment
of the aforesaid notes as security for the said Jasper P. Sutton and for the said
Jasper P. Sutton is desirous to secure and make safe the said Willie Lyons and
John Le Boyd against all liability whatever Now this indenture witnesseth
that for and in consideration of the promise and also for the further considera-
tion of one dollar to the said Jasper P. Sutton in hand paid by the said
Wesley Drane and Gabriel LeSmith the receipt whereof is hereby acknowl-
edged the said Jasper P. Sutton have given granted bargained sold and
confirmed and by these presents do give grant bargain sell and convey unto
the said Wesley Drane and Gabriel LeSmith their heirs and assigns forever
all that parcel of property viz 3 Negroes Sam 23 years old North 25, Andy
11 years old, three horses 1 mare Dyott of Oxen 1 Wagon, twenty head of Cattle
30 head of Hogs all the Crop of Cotton land and fodder raised by the said Jasper
P. Sutton in the year 1840 to have and hold the said Negroes horses Oxen
Wagon Cattle Hogs and Crop of Cotton land and fodder unto the said Wesley
Drane and Gabriel LeSmith their heirs or assigns forever and the said
Jasper P. Sutton for himself his heirs and executors and Administrators do
hereby covenant and agree with the said Wesley Drane Gabriel LeSmith
their heirs & assigns forever that the above mentioned property with all and

singular the privileges unto the said Wesley Crane and Gabriel LeSmith
 their heirs or assigns forever he the said Jasper P. Sutton his heirs, Executors
 and Administrators shall forever warrant and defend against the lawful
 claims of all persons, upon trust nevertheless that the said Wesley Crane
 and Gabriel LeSmith their heirs and assigns shall permit the said Jasper
 P. Sutton his heirs and assigns to remain in full and quiet possession of the
 said property and take therefrom annually from said property for his own use
 unless default be made in the payments of the said sums of money in the
 aforesaid notes above described for which Miller Lyons & John LeBoys are securities
 as aforesaid and in case the said Miller Lyons and John LeBoys have the aforesaid
 sums to pay and then upon this further trust that the said Wesley Crane
 & Gabriel LeSmith or either of them or their heirs or assigns upon default
 of the payment of the sums aforesaid and upon the request of the said Miller
 Lyons & John LeBoys their Executors or Administrators or if the said Wesley Crane
 and Gabriel LeSmith or either of them shall think proper without such
 request to sell said property at public or Auction for ready money to the
 highest bidder having first given notice in some newspaper of general
 circulation or by printed advertisement in the County of Madison of the
 time and place of sale according to law and out of the money arising from
 said sale shall after satisfying the charges thereof and all other expenses atten-
 ding the premises pay to the said Miller Lyons & John LeBoys their Executors or
 Administrators or assigns the sums of money due with interest thereon of any
 bid due and the balance of any shall be paid to the said Jasper P. Sutton his
 Executors Administrators or assigns But if the whole of said debt shall be
 paid with interest thereon if any shall be due by the said Jasper P. Sutton
 on or before the 1st day of March 1842 then this indenture is to be void and
 of no effect else to remain in full force and virtue In testimony whereof
 the party of the first part has hereunto set his hand and seal the day & Year above
 written
 Jasper P. Sutton Seal

The State of Mississippi Personally appeared before me John H. Garrison
 Madison County Clerk of the Probate Court of said County Jasper
 P. Sutton who acknowledges that he signed sealed and delivered the
 foregoing deed of trust as his act and deed on the day and for the purposes
 therein mentioned Given under my hand and seal of Office at Canton
 this 22nd day of September 1840 John J. Cameron Clerk
 By Charles Sevier Seal

Samuel Hamblen Received for Record 22nd Recorded 23rd September 1840
 So 3 Deed
 James S. Ewing This Indenture made and entered into 20th day
 of July Anno Domini One thousand Eight hundred and forty between
 Samuel Hamblen Sheriff of Madison County Mississippi of the first
 part and James S. Ewing of the second part Witnesseth that whereas
 judgment was rendered by the Circuit Court of the County of Madison aforesaid
 against Michael Adom in the following case viz at the January Term 1840
 of said Court to wit William M. Tabor use of James S. Ewing vs Michael

Edom for \$173.70 William Labor use of James & Ewing vs same for \$991. etc. with interest at the rate of eight per cent per annum from date until paid and cost 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 by aforesaid commanding him that of the goods and chattels lands and tenements of the aforesaid Michael Edom he cause to be made the sum of money mentioned in said writs 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 writs proceeded on the 16th day of April & May 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 $W\frac{1}{2}$ $S\frac{1}{2}$ $E\frac{1}{2}$ $N\frac{1}{2}$ $R\frac{1}{2}$ $W\frac{1}{2}$ $S\frac{1}{2}$ $E\frac{1}{2}$ $N\frac{1}{2}$ $R\frac{1}{2}$ $W\frac{1}{2}$ $S\frac{1}{2}$ $E\frac{1}{2}$ $N\frac{1}{2}$ $R\frac{1}{2}$ all in Section No 20 Range 2 West containing by estimation 200 Acs. & the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the 20th 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 20th 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 James & Ewing appeared and bid \$1000 and 50 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 \$1000 and 50 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 J. & Ewing all the right title interest and claims of the aforesaid Michael Edom 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 Michael Edom his heirs executors and Administrators In testimony whereof I have hereunto set my hand and affixed my seal this day and year first written
 Sam Hamblen Sheriff Ed

The State of Mississippi Personally appeared before me John A Cameron Clerk of Madison County the Probate Clerk of said County Samuel Hamblen who acknowledged that he signed sealed and delivered the within deed to James & Ewing 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 22nd day of September A.D. 1840
Ed J. A. Cameron Clerk
 By Charles Sevier

Samuel Hamblen Received for Record 22nd & Recorded 23rd September 1840
 J. A. Cameron
 James & Ewing This Indenture made and entered into 20th day of July Anno Domini One thousand eight hundred and forty between Samuel

Humble Sheriff of Madison County Mississippi of the first part and James S. Ewing of the second part Witness that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against John W. Pope in the following case viz at the January Term 1840 of said Court to wit William Tabor, for the use of James S. Ewing vs John W. Pope \$718.11 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 John W. Pope he cause to be made the sum of Money mentioned in said writ of Fieri Facias to be tendered to the said Plaintiff at the November Term A.D. 1840 of said Court and the said Sheriff in conformity of the Command of said writ proceeded on the 16th 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 East Quarter of Section Number 34 Township N^o 8 Range Ten West 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 20th 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 ^{on the 20th day of July A.D. 1840} proceeded to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and James S. Ewing appeared and bid Dollars and 75 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 — Dollars and 75 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 James S. Ewing all the rights title interest and claim of the aforesaid John W. Pope in and to the aforesaid tract or parcel of land together with all and singular the Appurtenances thereto belonging or in any wise appertaining. I have and to hold the same forever from the said John W. Pope 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

The State of Mississippi Personally appeared before me John A. Cameron Clerk of Madison County of the Probate Court of said County Samuel Hamblen who acknowledges that he signed sealed and delivered the within Recd to James S. Ewing on the day and for the purposes therein mentioned as he is and does as Sheriff of said County

Given under my hand and Seal of Office —

at Canton this 22nd day of September A.D. 1840

John A. Cameron Clerk
By Charles Perier Ale

Seal

Flores M Gimsey Received for Record 18th Recorded 26th September 1840.

To: S Recd
Martha M. C. M Gimsey This Indenture made this 27th day of July in the year of our Lord One thousand Eight hundred and forty between Flores M Gimsey of the County of Madison State of Mississippi of the first part & Martha M. C. M Gimsey of the County State aforesaid of the second part Witnesseth that for as well in consideration of the sum of Ten Dollars to the party of the first in hand paid the receipt whereof is hereby acknowledged, as the further consideration of the natural love & affection which she hath beareth to the said party of the second part, hath bargained sold & quit claimed & by these presents doth bargain sell and quit claim unto the said party of the second part her heirs & assigns forever all the right title claim & interest which she the said party of the first part hath or may or can have by virtue of a certain conveyance made by the President & Council of the town of Sharro to the said party of the first part by deed bearing date 30th day of December 1839 in & to a certain lot in the town of Sharro in the County State aforesaid designated upon the plan of said town as Lot No One in square No Six & Seven and which the above described Lot & bargain premises with all singular the hereditaments & appurtenances therunto belonging or in any wise appertaining to the only proper use & behoof of the said party of the second part her heirs & assigns forever In testimony whereof the said party of the first part hath hereunto set her hand and seal the day & date above written
Flores M Gimsey Seal

The State of Mississippi Personally appeared before me John Orlesson an Madison County 3 acting Justice of the Peace in & for said County, Flores M Gimsey who acknowledged that she signed sealed & delivered the foregoing deed of conveyance as her voluntary act & deed on the day & for the purposes therein specified Given under my hand Seal this 27th day of July 1840
J. Orlesson J.P. Seal

Flores M Gimsey Received for Record 18th Recorded 26th September 1840

To: S Recd
Martha M. C. M Gimsey This Indenture made this 17th day of June in the year of our Lord One thousand Eight hundred forty between Flores M Gimsey of the County of Madison State of Mississippi of the first part & Martha M. C. M Gimsey of the County State aforesaid of the second part Witnesseth that the said party of the first part as well for the consideration of the sum of Ten Dollars to her in hand paid the receipt whereof is hereby acknowledged as for the further consideration of the natural love & affection which she the said party of the first part hath beareth to the said party of the second part hath given granted bargained aliened & confirmed by these presents doth give grant bargain sell & confirm unto the said party of the second part her heirs & assigns forever the following tract or parcel of land situated in the County State aforesaid & bounded as follows Beginning at the North West Corner of Lot No One in square No Seven as being

-nated in the plan of the town of Sharon running thence North One thousand & Eighty Nine links to a stake thence West Nine hundred & Seventy two links to a stake, thence South Seven hundred and Seventy three links to a stake, thence East three hundred and forty 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 Two and one half Acres more or less. I have sold the above described land & bargained premises with all and singular the improvements, hereditaments & appurtenances thereunto belonging or in anywise appertaining to the only proper use thereof of her the said party of the second part her heirs & assigns forever, And the said party of the first part for herself her heirs and assigns, doth covenant & agree to & with the said party of the second part her heirs & assigns, that the above described land & bargained premises together with all singular the hereditaments & appurtenances thereunto belonging she will warrant forever against the lawful claims, title or demand of any & all persons whatsoever, Provided this conveyance is made subject to the following restrictions, to wit, that the said party of the second part binds herself her heirs & assigns firmly by these presents that she will not nor shall her heirs or assigns ever at any time permit on the aforesaid premises the vending of Ardent Spirits, Gambling or any species of vice or immorality which will tend to defeat the great object proposed to be effected by the act of the legislature incorporating the town of Sharon (and in case of the violation of the restrictions herein specified by the said party of the second part her heirs & assigns then and in that case the premises to revert to belong to the Trustees of Sharon College & their Successors in Office & subject to be sold for the benefit of said College & this conveyance upon violation of the above restrictions to be null & void otherwise to remain in full force & virtue In Testimony whereof the said Flora M Gimsey the party of the first part hath hereunto set her hand and seal the day & date above written.

Flora M Gimsey Seal

The State of Mississippi Personally appeared before me W. A. Lewis an
 Madison County Acting Justice of the Peace in & for said County
 Flora M Gimsey who acknowledged that she signed sealed and delivered
 the foregoing Deed of Gift on the day & for the purposes therein specified
 as his act and deed Given under my hand & seal this 27th day of
 June 1840 J. J. Lewis JP Seal

James S McCaleb Received for Record and Recorded October 1st 1840

To S Reed

Thomas M Briggs This Indenture made this fourth day of June
 in the year of our Lord One thousand eight hundred and forty between
 James S McCaleb and Eleanor his wife of the one part and Thomas
 M Briggs of the other part witnesseth that the said James S McCaleb
 and wife for and in consideration of the sum of forty thousand Dollars
 payable as follows to wit, Ten thousand Dollars to the said James in
 hand paid by the said Thomas at or before the sealing and delivery hereof

the receipt whereof is hereby acknowledged and seven thousand five hundred dollars in four Annual payments The said Thomas to execute his four promissory Notes in favor said James & Caleb for said Annual payments of seven thousand five hundred dollars Now this Indentured Witnesseth that the said James and wife for and in consideration of the sum of forty thousand dollars payable as aforesaid hath granted bargained sold aliened release release convey and confirmed unto the said Briggs the one half and undivided part of all that tract parts or parcels of land lying and being in the County of Madison Territ. the North West Quarter of Section seventeen in Township Eight of Range One West Also the West half of the Southwest Quarter of Section Seventeen in Township Eight of Range One West Also the Southwest Quarter of Section Seventeen in Township Eight of Range One West Also the Southwest Quarter of Section Eighteen in Township Eight of Range One West Also the North East Quarter and the Southwest Quarter of Section Eighteen in Township Eight Range One West Also the East half of South East Quarter of Section Seventeen Township Eight Range One West, Also the undivided half part of the following Negroes to wit: Sam. Ales. Sam. Jim. Jerry Jr. Patience Mariah. Pleasance Lucy, Laura Clarissa, Charity, Ellen, Lavin, Lavinia, Maria, Mary, Malinda, George Peggy, Louisa, Martha, Robin, Indiana, Howard, Albert, Pious, George, James, James, Ann, Abigail, Pido, Mary, Pitt, Jem, Eley, Lucy, Harriet, Herman, Henry, Adey, Jack, Sam. Jim, Joe, Sigh, Maria, Angelina, Spencer, Sarah, Oreston, M. Taylor, Sam, Albert, Cornelia, Travis, Missie, David, Jerry, Ann, Richardson, Henry, Mary, Sigh, Eley and her two children, Solomon, Liz, Henrietta, together with the undivided half part of all the Horses, Cows, Cattle, Sheep, Corn, fodder and farming utensils and all and every matter and thing unto the above named premises belonging, to have and to hold the one half of the aforesaid and above described lands, Negroes, Hogs, Horses, Cattle, Sheep & unto the said Briggs his heirs and assigns to the only proper use and behoof of the said Briggs his heirs and assigns forever, In Witness whereof the said James & Caleb and wife have hereunto set their hands and affixed their seals the day and year first above written.

James J. McCaleb. Seal
 Eleanor McCaleb. Seal

Signed Sealed and Delivered in presence of 3
 The State of Mississippi Personally appeared before me Nicholas M. Dougall, Leake County Judge of Probate in and for said County James J. McCaleb and Eleanor M. McCaleb his wife whose names are attached and subscribed to the above and foregoing deed who acknowledged they signed sealed and delivered the same on the day and year therein written as their act and deed. And the said Eleanor M. McCaleb being examined separate and apart from her said husband by me acknowledged that she signed sealed and delivered the above and foregoing deed on the day and year therein written as her act and deed without any fear, threat or compulsion from her husband, Given under my hand and seal the 8th June 1840.

N. M. Dougall. Seal
 Probate Judge.

E. J. Devine & Wm. Carson, Adms. Received for Record 29th September and
3rd Oct 1840 Recorded 3rd October 1840

Algermon Sidney Mitchell This Indenture made the twenty seventh
of March Eighteen hundred and thirty between Ebenezer Devine and William
Carson Administrators of the Estate of Robert Cooper deceased of the first part
and Algermon Sidney Mitchell of the second part all of the County of Madison
and State of Mississippi Witnesses, that the said Ebenezer Devine and W^m
Carson Administrators as aforesaid for and in consideration of the sum of
Twenty hundred dollars to them in hand paid by the said A. S. Mitchell
(according to the conditions of a Bond for title to a certain tract of land to be
hereby conveyed made by Robert Cooper deceased dated the fourth of Sept Eighteen
hundred and thirty seven and Recorded in Minutes of the Probate Court
of Madison for the Eighteen hundred and thirty seven) the receipt
whereof they hereby acknowledge have and by these presents do bargain
sell grant and convey all that parcel or tract of land contained in the
Bond above alluded and known and designated as the West half of the North
East Quarter of Section Thirty Six, Town Eleven, Range four East the North
half of the West half of the South East Quarter of the same Section Township
and Range to the said Algermon Sidney Mitchell his heirs and assigns
forever with all the Appurtenances thereto belonging or in anywise apper-
taining, and the said Ebenezer Devine and William Carson Administrators as
aforesaid doth covenant to warrant and defend the title to the above described
property to the said A. S. Mitchell against the claims of the heirs of Robert
Cooper and all persons whatsoever claiming the same. In testimony
whereof they have hereunto set their hands and seals

Signed Sealed and Delivered E. J. Devine Seal
in presence of William Carson Seal

The State of Mississippi Personally appeared before me John Cameron Clerk of
Madison County, the Probate Court of said County Ebenezer Devine one
of the Administrators of the Estate of Robert Cooper deceased who acknowledged
that he signed sealed and delivered the foregoing Deed on the day and year
therein mentioned as his act and deed as Admin. aforesaid.

Given under my hand and seal of Office at Canton
the 18th day of April A.D. 1840 John Cameron Clerk

The State of Mississippi Personally appeared before me John Cameron
Madison County Clerk of the Probate Court of said County William
Carson one of the Administrators of Robert Cooper deceased who acke-
nowledged that he signed sealed and delivered the foregoing Deed on the
day and year therein mentioned as his act and deed as Adminis-
trator aforesaid

Given under my hand and seal of Office
at Canton the 29th day of September A.D. 1840

John Cameron Clerk
By Charles Sevier De

Wm. H. Devine
Bill Sale


Wm McSwain Marshal Received for Record and Recorded 5th October 1840
 Bill Sale
 Rufus M Black Received of Rufus M Black Four hundred and
 sixty five dollars in full for a Negro Girl Slave called Mary sold by me
 at Marshals Sale this day as the property of John Stone Jr. to satisfy the
 judgment of the Probate Court of Madison County. I do hereby certify and I
 hereby bargain sell and convey unto the said Rufus M Black all the right
 title interest and claim of said John Stone Jr. in and to the aforesaid Negro
 slave in testimony whereof I have hereunto set my hand and seal this
 5th day of October 1840
 Wm McSwain Seal
 Marshal S. D. No.

The State of Mississippi Personally appeared before me John J Cameron
 Madison County 3rd of the Probate Court of said County Wm McSwain
 who acknowledged that he signed sealed and delivered the foregoing
 Bill of Sale as Deputy of William McSwain Marshal of the Southern District
 of this on the day and year therein mentioned and for the purposes
 therein expressed Given under my hand and seal of Office at
 Canton this 5th day of October 1840 John J Cameron Seal
 By Charles Perling Seal

Rufus M Black Received for Record and Recorded 5th October 1840
 Bill Sale
 Lucinda B Stone For and in consideration of the sum of Four hundred
 and sixty five dollars to me in hand paid this receipt whereof I hereby
 acknowledge. This day hereby bargain sell and convey unto Lucinda
 B Stone one Negro Slave called Mary about sixteen years old which
 said Negro Slave I warrant to be free and a slave for life and I agree
 to defend said Negro Slave to said Lucinda B Stone and her representatives
 from and against the claims or claims of any person or persons whatsoever -
 claiming under by or through me In testimony whereof I have hereunto
 set my hand and affixed my seal this October 5th 1840
 Rufus M Black Seal

The State of Mississippi Personally appeared before me John J Cameron
 Madison County 3rd of the Probate Court of said County Rufus M
 Black who acknowledged that he signed sealed and delivered the foregoing
 Bill of Sale on the day and for the purposes therein mentioned as he hath
 Given under my hand and seal of Office at Canton
 this 5th day of October 1840 John J Cameron Seal
 By Charles Perling Seal

Samuel Hamblen Received for Record and Recorded October 6th 1840
 Bill
 George Calhoun This Indenture made and entered into
 seventh day of September Anno Domini One thousand Eight hundred and
 forty between Samuel Hamblen Sheriff of Madison County Mississippi of

the first part and George Calhoun of the second part Witnesseth that
 whereas judgment was rendered by the Circuit Court of the County of Madison
 aforesaid against Wrightly Sanders et al in the following case viz at the
 May Term 1838 said Court tried Lorenz Latham vs Wrightly Sanders
 Said Latham vs Sanders for \$5277.99 Fort Sutherland vs same for \$113.34 Tupper
 vs Collins vs same for 109.21 John A. Coock vs same for 105.59 Rich^d Cubank vs
 same for \$221.75 S. Hagonan vs same for 468.36 Uggell & Buggie vs same for 229.50
 John A. Legrand vs same for \$113.00 & at October Term 1838 tried W. B. Cannon
 vs James Sims for 106.06 Mirandehurst vs same for 229.27 & at the
 special January Term 1840 tried Edwin Hamblen vs James Aguila,
 McElmy for \$296.80 and at the May Term 1840 tried Jesse Meek vs James
 Sims for \$100.00 & Robert McEntyre vs same for \$77.59 with interest at the
 rate of eight per cent per Annum from date suits paid and cost 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
 Sanders Sims & Brooks he cause to be made the sums of Money mentioned
 in said writs of Fieri Facias to render to the said Plaintiff at the Nov Term
 A. D. 1840 of said Court and the said Sheriff in conformity of the Commands of
 said writs proceeded on the 28th day of July 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 James Sims lying and being in the
 County of Madison aforesaid known to wit North $\frac{1}{4}$ & West $\frac{1}{4}$ Sec^o 10 of
 the E^o of the T^o 1^o N^o 2 of the E^o & W^o 1^o Section 10 9 and the S^o 2 of the E^o
 and the S^o 2 of the W^o 1^o Section 10 all in Township 10 Range 4 East
 containing by estimation 360 Acres be the same more or less and the said
 Sheriff proceeded to advertise the same for thirty days previous to the
 seventh day of September A. D. 1840 in the Madison High Advocate a
 public News paper printed in the town of Canton Mo 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 seventh day of September A. D. 1840 to offer the same for sale at the Court
 House door aforesaid to the highest bidder for Cash and George Calhoun
 appeared and bid \$1^o 75 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 \$1^o 75 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 George Calhoun all the right title interest and claim of the
 aforesaid Sanders Sims & Brooks 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
 to him and his heirs forever from the said James Sims 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 
 of Madison County Mo

The State of Mississippi Personally appeared before me John Cameron
Madison County Justice of the Probate Court of said County, Samuel
Wamble who Acknowledged that he signed sealed and delivered the
within Act and Decree for the purposes therein mentioned
as his Act and Decree as Sheriff of said County.

Filed

Given under my hand and Seal of Office, at Canton
this 6th Day of October 1840 John J. Cameron (Seal)
By Charles Serier

Thomas J. Catchings Received for Record and Recorded 7th October 1840.
As Bill of Sale
Daniel Seales. I know all men by these presents that I Thomas
Catchings of the County of Madison and State of Mississippi for and in
consideration of the sum of three hundred dollars to me in hand
paid the receipt of which is hereby acknowledged have bargained sold
and delivered and by these presents do bargain sell and deliver unto
Daniel Seales of the Parish of East Baton Rouge and State of Louisiana a
Certain Negro Woman named Cherry aged about 30 years and the said
Thomas J. Catchings for my self my Executors Administrators and Assigns
the above bargained Negro Woman with warrant and forever defend from
and against the claims of all persons claiming or to claim under me
or them. Witness my hand and seal this 6th Day of October 1840
Thos J. Catchings (Seal)

The State of Mississippi Personally appeared before me Justice S. Salmon
Madison County Justice of the Peace in and for said County
Thomas J. Catchings who Acknowledged that he signed sealed and delivered
the foregoing Bill of Sale as his Act and Decree and for the purposes
therein mentioned and on the day and year therein stated
Given under my hand and seal this 7th Day of October 1840
S. S. Salmon J.P. (Seal)

John W. Leggett Received for Record 9th Recorded 10th October 1840
Deed Trust
Wm L. Balfour This Indenture made and entered into this twenty first day of
September in the year of our Lord one thousand eight hundred and forty between
John W. Leggett and Jane Leggett his wife of the first part and Minner Kummer of
the second part, and William L. Balfour of the third part. Witnesseth that whereas
the said Leggett is justly indebted to the said Kummer in the sum of five thousand
nine hundred and fifty two dollars and five Cents as evidenced by his three
several promissory notes of own date with these presents each of said notes being
for the sum of one thousand nine hundred and eighty seven 35/100 dollars and pay-
able and negotiable at the Merchants Bank in the City of New Orleans and all payable
to the order of said Kummer one of which said notes is due and payable on the first
day of March Eighteen hundred and forty one, and another due and payable on
the first day of March Eighteen hundred and forty two, and the third due and payable
on the first day of March Eighteen hundred and forty three the prompt payment

of which said notes the said Leggett being approve and willing to secure to the said
 Klemmer, therefore this Indenture Witnesseth that the said Leggett and wife as well
 in Consideration of securing the said Klemmer in the faithful payment of said notes
 as also the sum of five dollars to them the said John L. Leggett and Jane Leggett his wife
 in hand paid by the said William L. Balfour the receipt whereof is hereby acknow-
 ledged have granted, bargained, sold, and conveyed and by these presents do grant
 bargain sell and convey unto the said William L. Balfour his heirs and assigns
 or substitute as hereinafter provided the following described tracts or parcels
 of land to wit. the North West quarter of section eleven Township twenty North
 of Range four East, and the West half of the North West quarter of section fourteen
 Township twenty Range three East. situated in Carroll County state of Mississippi
 And the South East quarter of section thirty two township twenty five Range four East
 situated in Yalobusha County in said state, (also the South East quarter of section
 two, and West half of the West half of the South West quarter of section one and
 North half of the East half of the North East quarter of section eleven in Township
 nine of Range East situated in Madison County in said state, and being the
 land on which said Leggett now resides containing in all six hundred and
 fifty six acres more or less. Also the following described negro slaves to wit
 Fielding aged 23 years, Thack aged 22 years, Reuben aged 23 years, Peter aged 15 years, Mary
 Crouch aged 27 years, little Mary aged 19 years, Ritta aged 19 years, Milly aged 19 years, Malissa
 aged 30 years Emily aged seven months, and Hannah aged six months, also 10 head of horses and
 Mules, thirty five head of Cattle, one hundred and fifty head of hogs, together with all the
 household and kitchen furniture, and the growing Crops of Cotton and Corn now on the
 place where said Leggett resides, as well as all future Crops which he may raise in
 Madison County Mississippi; To have and to hold the said land and premises and
 the said Negroes, horses Cattle, Hogs, Oxen, Waggons, furniture, and present and future
 Crops unto the said William L. Balfour his heirs and assigns or substitute as hereinafter
 after provided, to his and their proper use and behoof forever against the lawful claims
 of all persons, And we the said John L. Leggett and Jane Leggett do covenant to
 and with the said Balfour that we are lawfully seized in fee of the aforesaid
 premises and that we will and our heirs, Executors and administrators shall forever
 warrant and defend the same to the said William L. Balfour his heirs and assigns
 or substitute, This Conveyance is made in Trust however, and to the intent and
 purpose that if the said three notes herein before mentioned, and all necessary ex-
 penses which may accrue thereon, be not well and truly paid as each and
 every one of them becomes due by the said Leggett or some other person for him
 then in that case it shall and may be lawful for the said William L. Balfour
 his substitute to take possession of said personal property, and to advertise the
 same for the space of six Months in the manner now provided by the laws of
 Mississippi, and after giving six Months notice of the time and place of sale
 proceed to sell for ready money in the Town of Canton County of Madison and state
 aforesaid so much of the aforesaid property as will be sufficient to satisfy all
 the necessary expenses of said sale, and to satisfy in pay so much as may then remain
 due and unpaid upon either or any of said notes, Such sales may always be made
 upon the default of the said Leggett in the payment of either of said notes although
 a sale or sales may have been previously made, But should each and every one of

Now a true and correct copy of the original of the above and to be done by the County Clerk of Carroll County Mississippi
 and by the County Clerk of Madison County Mississippi
 Witness my hand and seal this 17th day of June 1844
 J. B. [Signature]
 Clerk of Carroll County Mississippi
 J. B. [Signature]
 Clerk of Madison County Mississippi

said notes be promptly paid as they respectively fall due. Then upon the final payment of all said notes these presents to be void. It is understood and agreed that the said Leggett shall remain and be in possession of said property until default of payment be made upon some one of either of said notes, or until it becomes necessary to make a sale thereof. Provided that the personal property be not removed out of Madison County in this State, or until the said Kemner or Balfour or his substitute may have due cause to believe that an attempt will be made to remove said property out of the County aforesaid. In which case the said Balfour or his substitute or the agent of either of them may take possession thereof. It is further covenanted and agreed that in case the said Balfour should die or refuse to carry the provisions of this trust into effect, that then the said Minor Kemner shall have full power and authority, and is hereby authorized, and empowered to appoint any other person or persons as trustee or trustees to have all the powers and privileges which are vested in said Balfour by this deed. Which appointments may be made at any time it shall become necessary for the purpose of carrying this instrument into effect, and the substitute or substitutes may be appointed by the deed of said Kemner or his lawful attorney.

In witness whereof we the said John M Leggett and Jane Leggett his wife have hereunto set our hands and seals the day and year first mentioned the words "and Jane Leggett" interlined between the 8th and 9th lines from top of third page before signing.

John M. Leggett Seal
Jane Leggett Seal

Test. W. White J.P.

State of Mississippi Personally appeared before the undersigned an acting Justice Madison County of the Peace in and for said County the above named John M. Leggett and Jane his wife who acknowledged that they signed sealed and delivered the foregoing instrument as their act and deed on the day and for the purpose therein mentioned, and the said Jane Leggett on a private examination by me separate and apart from her husband acknowledged that she signed sealed and delivered the said instrument as her voluntary act and deed without fear, threat or compulsion of her said husband.

Given under my hand and seal this 21st of June 1840
W. White J.P. Seal

John Munningswife } Received for Record 5th May Recorded 13th October 1840
Mortgage

Geo. M. Henderson This Indenture made the fourth day of May in the year of our Lord One thousand Eight hundred and forty between John Munnings and Mary Jane Munnings of the County of Madison and State of Mississippi of the first part, and George M. Henderson of the same County and State of the second part, Whereas the said George M. Henderson has become the security of the said John Munnings in two several promissory notes both bearing even date herewith, one payable eight months after the fourth day of May 1840 to the Branch of the Commercial Bank of Natchez, or order at their Banking House in Canton for two thousand five hundred dollars. The other payable eight months after the fourth day of May 1840 to George M. Mott for five thousand dollars, and which said notes it is contemplated and intended by the said parties thereto to renew from time to time. And the said John Munnings desiring

to secure and save harmless, the said George W. Henderson from all dangers and responsibility as security on said notes, Therefore the Indenture Witnesseth that the said parties of the first part, as well for and in consideration of the securing of said Henderson as security as aforesaid from the payment of the said promissory notes, as of the sum of One dollar to them in hand paid the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by their parents do grant, bargain, sell and convey unto the said George W. Henderson his heirs and assigns all the following described lands Town Lots and Personal property to wit: The undivided half of the South West quarter of Section Twenty, Township Eleven North of Range five East, the undivided half of the East half of the South East quarter of Section Nineteen, Township Twelve north of Range Five East, the undivided half of the North West quarter of Section Twenty nine, and the undivided half of the East half of the North East quarter of Section Thirty, Township Twelve north of Range five East, all situate lying and being in the County of Madison and State aforesaid and containing in all four hundred and eighty acres and 2/3 of an acre, more or less, as will more fully appear by a deed from William M. Groom to Mumford (reference being thereto had) Recorded in Book of Deeds G. pages 383 & 384 - Also the undivided half of a Certain lot in the Town of Canton known and designated in the plan of said Town as Lot D. Containing three acres and three quarters of an acre, which will more fully appear by a deed from Samuel M. Flournoy to the said Mumford (reference being thereto had) Recorded in Book of Deeds E pages 687 & 688, also the undivided half of a Certain tract or parcel of land lying and being in the County of Rankin and State aforesaid and known and designated as the East half of the North West quarter and West half of the South West quarter of Section Twelve, and the North East quarter of Section, Eleven Township Three, Range Two East as will more fully appear by a deed from Julius C. Tinsley (reference thereto being had) Recorded in Book of Deeds C pages 298 & 299, Also a Certain tract or parcel of land lying and being in the County of Madison designated and described as follows: Beginning at a stake on the Road leading from the North East Corner of the Public Square of the Town of Canton East, thence North one hundred and fifteen rods to a stake thence East two hundred and fifteen rods to a stake, thence South one hundred and fifteen rods and fourteen feet to a stake on the first mentioned road thence West with said Road two hundred and fifteen rods to the beginning containing by estimation one hundred and fifty one acres and 1/20 of an acre more or less as will more fully appear by a deed from Samuel Steamble to said Mumford (reference thereto being had) Recorded in Book of Deeds G pages 552 & 553. Also a Certain tract or parcel of land lying and being in the County of Madison and State aforesaid and near the Town of Canton, designated and described as follows: Commencing on the South East Corner of a lot now held by John St. Rollins, thence running East on the continuation of Canton street of said Town, twenty eight rods and twelve feet, thence running due North one hundred and three rods to the land now held by Samuel D. Livingston, thence West along Livingston's line twenty eight rods and twelve feet, thence South one hundred and three rods to the beginning containing by computation Eighteen acres and four rods more or less as will more fully appear by a deed from Willis Watson and wife to the said Mumford (reference thereto being had) recorded in Book of Deeds H. pages 175 & 176. - Also an undivided

one third of lot number Five in Square number two, and an undivided third of twenty nine feet of the front of Lot Number Three in Square number Two in the town of Canton - Also one Negro Man named George aged about twenty one years. One Negro Woman named Rina aged thirty, and a Negro Child George aged two years. Together with one false Carriage, one pair Bay horses, household furniture and stock of Cattle &c. To have and to hold all and singular the lands, town lots and personal property herein before mentioned, designated and described unto the said George W. Henderson his heirs and assigns forever, And it is hereby declared, stipulated and agreed by and between the said parties to these presents that upon the failure or refusal of the said John Munn his Executors or administrators to pay and satisfy the said promissory notes when the same shall be due and in arrears, The said George W. Henderson (being hereby expressly constituted a trustee for sale) shall have full and complete power and authority upon giving fifty days previous notice thereof in some public newspaper published in Madison County, to offer and sell at Public auction all or any portion of the lands, town lots and personal property hereby granted and conveyed, and from the proceeds of such sale after defraying the expenses thereof to pay to the payees or holders of the said promissory Notes, the several sums therein specified, or so much thereof as may then be due and in arrears, and all costs and interest that may have lawfully accrued thereon, Provided always, nevertheless, that if the said John Munn (having and reserving to himself the privilege of renewing the said promissory Notes, from time to time as the payees or holders thereof may allow) his heirs Executors or administrators shall and do well and truly pay and satisfy the said promissory Notes, or cause the same to be paid and satisfied when finally required, so to do by the payees or holders thereof, or by other lawful means, shall save and keep harmless and indemnified the said George W. Henderson his heirs Executors and administrators, from the payment of the said notes and from all costs damages or charges as security as aforesaid, and from thenceforth this present Indenture and the Estate hereby granted, shall cease determine and become absolutely null and void any thing herein contained to the contrary notwithstanding.

In Witness Whereof we have set our hands and affixed our seals this the day and year above written.

Attest

A. T. Moore

John Munn

Mary Jane Munn

[Seal]

[Seal]

The State of Mississippi Personally appeared before me John Cameron Clerk of Madison County, the Probate Court of said County John Munn and Mary Jane Munn his wife who acknowledged that they signed sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned as their act and deed, and the said Mary Jane wife of said John Munn on a private examination separate and apart from her husband, acknowledged that she signed sealed and delivered the foregoing Mortgage as her voluntary act and deed for the purposes therein specified, without any fear threats or compulsion of her said husband.

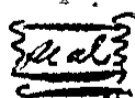
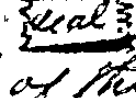
Given under my hand and seal of Office
at Canton this 5th day of May A.D. 1840

John Cameron Clerk

[Seal]

John R. Grigsby } Received for Record July 1st & Recorded 13th October 1840
 Mintygo } The State of Mississippi
 Frazier Robbins & Bodley } Madison County } This Indenture made and entered into this
 twenty third day of April in the year of our Lord one thousand eight hundred and forty
 between John R. Grigsby and Elizabeth Grigsby wife of said John R. of the County of Madison
 and State of Mississippi of the first part, and William M. Frazier, Thomas E. Robbins
 and William S. Bodley Esquires (by deeds bearing date the 13th day of February 1840 Recorded
 in the office of the Probate Court of Warren County) of the President, Directors and Company
 of the Commercial and Rail Road Bank of Tiptonburg, of the second part, Mintygo
 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 parties 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, and the survivor
 of them, the following described lots, tracts or parcels of land lying and being in the
 County of State aforesaid to wit, the East half of the North West quarter, and the West
 half of the North East quarter of section seven, the East half of the South West quarter, the
 South East quarter, and part (about 10 acres) of the East half of the South West quarter of
 section six - all in Township Eight of Range two East, it being the land on which the
 said Grigsby now resides containing about four hundred acres. Also the following
 slaves to wit Judy aged about 30 years. Caroline (14). Garnth (5) Trissey (28) John infant
 George (6) Black Judy (53) Lucy (28) Ruben (30) Jilwa (27). Neash (24) Bob (24) Betty (16) Cris-
 teen (23) Albert (8) - Also 28 head of Horses, three Waggons and five yokes of oxen. Also
 the interest of said Grigsby & wife in the following slaves belonging to the estate of Littleton
 Sanders dec'd to wit James (30) George (30) Griffin (22) Row (30) & his 3 Children viz
 Louis (12) Rob (8) & Henry (5) Louisa (16) & Jenny (13) Also all the right title and interest
 which said Grigsby has in and to the following described lands. Conveyed in deed of
 Trust by Tho Sanders wife to Edg Woodcott bearing date 12th June 1838, to secure certain
 debts therein named, or which said Grigsby may hereafter acquire by virtue of
 said deed of Trust, to wit to wit a lot or parcel of land bounded on the North by
 the lands belonging to the Est of Woodwell Sanders dec'd, West by the same, South by
 the lands of D. Passmore and the Irish tract, and East by the lands belonging to Dan-
 iel Southland containing two hundred & forty five acres be the same more or less
 also an undivided (Morty) of the land belonging to the estate of Woodwell Sanders
 dec'd, being the land on which the said Woodwell Sanders resided prior to his
 death, and adjoining the tract of land purchased by the said Sanders of John S.
 Tucker and the lands of A. Claiborne containing about five hundred & forty acres.
 Also the lot on which the said Tho Sanders resided at Madisonville, containing
 about fifteen acres, it being the lot purchased by said Sanders of Josiah Poines
 bounded on the East by Goshu Street, (since sold by Tax Collector of Madison County as
 Sanders property & purchased at said sale by said Grigsby) Also the following Negro
 slaves purchased by said Grigsby of Thomas Sanders to wit, Mary aged about (28) years
 & his 3 Children viz Clark (7) Neamiah (5) and infant Governor (9) Moses (32)
 Bill (20) Sophy (26) Alfred (8) Keeney (28) Betty (36) Mary (18) Nancy (28) Minerva (16) Sam-
 uel (22) Prister (24) John (28) 2nd John (28) Nancy (37) Moses Clark (33) Prith (25) Amy (16)

Bob (28), Peter (43), Lorinda (28) plus 3 Children (Stephen 11) and Amy 2 Children together with all and singular the appurtenances & improvements attached to or in any wise belonging to or upon before conveyed lands. To Have and to hold to them the said parties of the second part the survivor of them, and to the heirs Executors, administrators and assigns of the survivor forever. And the said parties 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 land and slaves to them the said parties of the second part the survivor of them, the heirs Executors administrators and assigns of the survivor against the Claim or Claims of all persons whatever both at law and equity. Now the Condition of the foregoing conveyance is such that whereas the said John R. Grigsby is justly indebted to said parties of the second part in the sum of fifty thousand eight hundred and fifty one dollars & fifty six Cents as evidenced by his promissory note bearing date with these presents and payable twelve months after the date thereof to said parties of the second part at their Office in Vicksburg. Now should the said sum of money so specified in said note be well and truly paid at the maturity of said note to the said parties of the second part or their successors in office or the survivor of them then this conveyance shall be null and void otherwise to remain in full force and virtue. It is further Covenanted and agreed by and between the parties hereto that should the said John R. Grigsby pay or cause to be paid at the maturity of the note above specified the sum of Ten thousand, one hundred & forty one $\frac{56}{100}$ dollars being the one sixth part of the debt together with the interest for twelve months on the residue of the sum then due and payable, and on the twenty third day of April 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 the residue of the sum due and payable, and so continue to pay annually on the twenty third day of April 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 be therewith content and satisfied and will not proceed at law on said note or to foreclose their Mortgage unless default be made in some one of the payments aforesaid. It is further Agreed that the said John R. Grigsby 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 installments aforesaid, — The Words "containing about four hundred acres" on first page 11th line and Words "containing about six hundred & forty acres" 1st page 39th line were interlined before the signing sealing & delivery of these presents. In Testimony Whereof the said parties of the first part have the day and year above written hereunto set their hands and seals at Madison County State aforesaid,

John R. Grigsby 
 Elizabeth Grigsby 

The State of Mississippi
 Madison County

Personally appeared before me John Cameron Clerk of the Probate Court of said County John R. Grigsby who acknowledged that he signed sealed and delivered the foregoing deed on the day therein stated and for the purposes therein mentioned as his act and deed.

Given under My hand seal of office at Canton this
 1st day of July A.D. 1840



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

The State of Mississippi Personally appeared before me, John T. Cameron Clerk of the Madison County Probate Court of said County Mrs Elizabeth Grigby wife of John R. Grigby the Grantor in the foregoing deed who being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered said deed as her voluntary act and deed without the fear threats or compulsion of her said husband,

Executed

Given under my hand and seal of Office at Canton this 10th Day of October 1840

John T. Cameron Clerk
By Charles Lewis D.C.

V V V

Samuel Hamblin Sheriff Received for Record 17th September; Recorded 14th October 1840
Deed

Henry Wayman. This Indenture made and entered into this seventh day of September Anno Domini one thousand eight hundred and forty, between Samuel Hamblin Sheriff of Madison County Mississippi of the first part, and Henry Wayman of the second part Witnesseth that whereas judgement was rendered by the Probate Court of the County of Madison aforesaid against Henry Heins Adm^r of William McElroy dec^d in the following case viz at the term 1840 of said Court to wit Officers of the Probate Court v.s Henry Heins Administrator of William McElroy dec^d for \dots 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 Probate Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that of the goods and Chattels lands and tenements of the aforesaid H. Heins Adm^r of Wm. McElroy dec^d he Cause to be made the sum of Money mentioned in said writ of Fieri Facias to render to the said Plaintiff at the term AD 1840 of said Court, and the said Sheriff in Conformity of the Command of said writ proceeded on the \dots day of \dots AD 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 as Adm^r of Wm. McElroy dec^d lying in the County of Madison aforesaid known as a Certain Lot or parcel of ground in the Town of Livingston in Ad. County as follows. Beginning at the Corner of a small garden thence N 46° West 323 links to a stake, thence S 48° E \dots to a stake, thence 48 West 200 links to the Middle of the Branch, thence with its meanders to a stake thence N 70° East 375 links to the said Garden thence to the Beginning containing by estimation \dots be the same more or less. And the said Sheriff proceeded to advertise the same for thirty days previous to the seventh day of September AD 1840 in the Madison being 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 Hamblin Sheriff as aforesaid also proceeded on the seventh day of September AD 1840 to offer the same for sale at the Court house door aforesaid to the highest bidder for Cash and Henry Wayman appeared and bid Two dollars for said Lot which was more than any other person did or would bid Now therefore for and in Consideration of the aforesaid Sum of Two Dollars to me in hand paid the receipt of which

Per 5, 88

is hereby acknowledged, I Samuel Hamblin Sheriff as aforesaid by virtue of the authority vested in me as Sheriff, do hereby bargain sell and convey to the aforesaid Henry Hayman all the right, title interest and Claim of the aforesaid Heirs as aforesaid in and to the aforesaid tract or parcel of land together with all and singular the appurtenances therunto belonging or in any wise appertaining, to Have and to hold the same forever, from the said Henry Heirs and of 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 Hamblin Sheriff Seal

The State of Mississippi Personally appeared before me John T. Hammon Clerk of the Madison County 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 of said County.

Given under my hand and seal of Office at Canton this 17th Day of September AD 1840

Seal

John T. Hammon Clerk
By Charles Lewis D.C.

V.V.V

Samuel Hamblin Sheriff Received for Record 17th September Recorded 14th October 1840

Henry Hayman This Indenture Made and entered into this seventh day of September Anno Domini One thousand Eight hundred and forty, Between Samuel Hamblin Sheriff of Madison County Mississippi of the first part, and Henry Hayman of the second part, Witnesseth that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against Joel Hendrix in the following case viz at the May Term 1838 of said Court, to wit, Elor Johnson vs Joel Hendrix for \$106.08 & at July Term 1840 Dickinson & Branch Administrators vs Joel Hendrix for \$166.36, Reinstrom vs Johnson vs Joel Hendrix for \$217.20 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 said Circuit Court of said County directed to the Sheriff of Madison County aforesaid, Com manding him that of the goods and Chattels lands and tenements of the aforesaid Joel Hendrix 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 AD 1840 of said Court, and the said Sheriff in Conformity of the Command of said Writ proceeded on the 1st day of May AD 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. Shown as a certain lot of ground in the Town of Madisonville on which there is a dwelling house, and further known as the place whereon the said Hendrix lived, Containing by Estimation 6 1/2 acres be the same more or less. And the said Sheriff proceeded to advertise the same for thirty days previous to the seventh day of September AD 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 Hamblin Sheriff as aforesaid, also proceeded on the seventh day of September AD 1840 to offer the same for sale at the Court house door aforesaid to

the highest bidder for Cash and Henry Heyman appeared and bid fifty seven dollars for said lot, which was more than any other person did or would bid. Now therefore, for and in consideration of the aforesaid sum of fifty seven dollars for said lot to me in hand paid the receipt of which is hereby acknowledged, I Samuel Hamblin Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff, do hereby bargain sell and convey to the aforesaid H. Heyman all the right title interest and Claim of the aforesaid J. Hendgens 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 Joel Hendgens 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 Hamblin Sheriff

The State of Mississippi Personally appeared before me John T. Harrison Madison County 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 of said County,

Given under my hand and seal of Office at Canton this 17th day of September A.D. 1840

John T. Harrison Clerk

By Charles Lewis S.C.

Seal

Samuel Hamblin Sheriff Received for Record September 17th Recorded October 14th 1840

Deed

Henry Heyman This Indenture made and entered into this seventh day of September Anno Domini one thousand eight hundred and forty between Samuel Hamblin Sheriff of Madison County, Mississippi of the first part, and Henry Heyman of the second part, Witnesseth that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid, against John S. Mills, James Pigg, & M. P. Anderson in the following case viz, at the November Term 1838 of said Court, to wit John P. Herod vs John S. Mills, James Pigg, & William P. Anderson for \$295.⁷³/₁₀₀ 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 of said 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 Mills, Pigg & Anderson 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 A.D. 1840 of said Court, and the said Sheriff in conformity of the Command of said writ proceeded on the 17th day of said 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 as follows the West half of the South East quarter of Section No 4 Township No Ten of Range Three East, containing by estimation 80 acres, be the same more or less, and the said Sheriff proceeded to advertise the same for thirty days previous to the seventh day of September 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 Hamblin Sheriff as aforesaid also proceeded on the seventh day of September A.D. 1840 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash, and Henry Raymond appeared and bid Two Dollars and 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 1/2 Cents per acre to me in hand paid the receipt of which is hereby acknowledged Samuel Hamblin Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Henry Raymond all the right, title interest and Claim of the aforesaid Wells Pigg Anderson 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 Wells Pigg Anderson, in heirs Executors and Administrators

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

The State of Mississippi
 Madison County
 Personally appeared before me John P. Cameron Clerk of the Probate Court of said County, Samuel Hamblin who acknowledged that he signed said 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 17th day of September A.D. 1840
 John P. Cameron Clerk
 By Charles Lewis, S.C.

Seal

G. E. W. Nelson Received for Record 9th of Recorded 15th October 1840

Mortgage: (State of Mississippi)
 Madison County
 Henry & Nelson: This Indenture made and entered into this 9th day of October A.D. 1840 between George E. W. Nelson of the first part, and George D. Henry and Robert Nelson of the second part, Witnesseth that whereas the said George E. W. Nelson is Justly indebted to the said George D. Henry in the sum of twenty five hundred dollars due and payable on the first day of January A.D. 1842, and to the said Robert Nelson in the sum of two thousand dollars due and payable on the first day of March A.D. 1842 the punctual payment of which debts the said George E. W. Nelson is desirous to secure, Now therefore in Consideration of the premises and for the further Consideration of Ten dollars to the said George E. W. in hand paid by the said Henry and Robert, he the said George E. W. doth hereby bargain sell and deliver to the said George D. Henry & Robert Nelson three Negro Slaves to wit. One Woman named Mary 28 years old, her infant Child, and a Negro boy George about 6 years old, which are hereby warranted sound in body & mind & Slaves for life and also for the Consideration aforesaid the said George E. W. Nelson doth hereby bargain sell & convey to the said George D. Henry & Robert Nelson one undivided half of a lot in the Town of Canton County aforesaid lying next South of the Planter House lot, and fronting 100 feet on Liberty Street, and extending 100 feet back in an East-westerly direction (it being the lot immediately north of the one on which the City Advocate Office now stands) & all improvements thereon, To Have and to hold the

Said premises unto the said George D. Henry and Robert Nelson and to their heirs and assigns forever, And the said George E. M. Nelson doth hereby covenant & agree that said premises are conveyed free of all incumbrances, and that he will warrant and forever defend the same against all lawful claims whatsoever, Provided nevertheless that if the said George E. M. Nelson shall well and truly pay or cause to be paid both to the said George D. Henry the sum of twenty five hundred dollars on or before the said first day of January A.D. 1842, And to the said Robert Nelson the said sum of Two thousand dollars on or before the first day of March A.D. 1842 then the above conveyance shall be void, otherwise the same shall be remain in full force & virtue,

In testimony whereof the said George E. M. Nelson hath hereunto set his hand and seal the day and year first above written.

Witness - the lands "lot immediately north of the one" were interlined before signing

Test: J. C. Supper. Chas. Beckerson &

The State of Mississippi

Geo. E. M. Nelson Seal

Madison County ss Personally appeared before me John T. Cameron Clerk of the Probate Court of said County George E. M. Nelson who acknowledged that he signed sealed and delivered the within deed of Mortgage on the day and year therein mentioned as his act and deed for the purposes therein specified.

Given under my hand and seal of Office at Canton this 9th Day of October A.D. 1840

Seal

John T. Cameron Clerk

Samuel Hamblin Sheriff Received for Record 14th & Recorded 15th October 1840

Deed

W. A. W. Lawson This Indenture made and entered into on 21st day of September Anno Domini One thousand Eight hundred and forty, between Samuel Hamblin Sheriff of Madison County, Mississippi of the first part and Henry A. W. Lawson of the second part, Witnesseth that Whereas Judgement was rendered by the Circuit Court of the County of Madison aforesaid against Douglas Thompson & Luke Johnson in the following case viz; at the October Term 1838 of said Court, to wit, R. N. Thompson vs. Luke Johnson, John D. Ellis, Senr. & Thornshy for \$76.16 and at the Special Term of Term 1839 Ferguson vs. Douglas Thompson, J. D. Ellis, A. M. Withersland & J. Smith for 1677.⁹⁰/₁₀₀ 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 said 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 Defendants, the same to be made the sum 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 1st day of May & 11th Augt 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 John D. Ellis lying and being in the County of Madison aforesaid known as Lot No 2 S.E. & Lot No 4 N.E. in the Town of Camden fronting 50 feet on Main Street & running back East from S^d 120 feet; Each of s^d Lot have on them a good one story frame building, Also one other lot of 3 acres adjoining the Town of Camden in which

There is a dwelling house wherein the said deft Ellis now resides. Containing by estimate 3 1/2 acres be the same more or less, and the said Sheriff proceeded to advertise the same for thirty days previous to the 21st day of Sept A.D. 1840 in the Madison Whig a devoted 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 Heamblin Sheriff as aforesaid, also proceeded on the 21st day of September A.D. 1840 to offer the same for sale at the Court house door aforesaid, to the highest bidder for Cash and Henry A. H. Lawson appeared and bid Eighty ⁵⁰/₁₀₀ dollars which was more than any other person did or would bid. Now therefore, for and in consideration of the aforesaid sum of 80 50/100 Dollars, to me in hand paid, the receipt of which is hereby acknowledged, I Samuel Heamblin Sheriff as aforesaid, by virtue of the authority, vested in me as Sheriff, do hereby bargain sell and convey to the aforesaid H. A. Lawson all the right, title, interest and Claim of the aforesaid S. D. Ellis 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 John D. Ellis 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 Heamblin Sheriff Seal

The State of Mississippi Personally appeared before me John T. Cameron Clerk Madison County, 20 of the Probate Court of said County Samuel Heamblin who acknowledged that he signed sealed and delivered the within and on the day and year and for the purposes therein specified as this act and deed as Sheriff of said County,

Given under my hand and seal of Office at Canton this 14th day of October A.D. 1840

John T. Cameron Clerk

Thomas J. Catotings Received for Record 14th Recorded 15th October 1840

Daniel Seales } Know all men by these presents that I Thomas J. Catotings of the County of Madison and State of Mississippi for and in consideration of the sum of four hundred and seventy four dollars to me in hand paid the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain sell and convey unto Daniel Seales of the Parish of East Baton Rouge and State of Louisiana the following tracts or parcels of land and Town Lots, lying, situate and being in the County and State first aforesaid together with all and singular the tenements, hereditaments and appurtenances thereto in any wise belonging, to wit, The undivided one fourth part of the South half of the West half of the North West quarter of section 14, and the North half of the East half of the North East quarter of section 15 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, Also Lots No. 3 and 4, and the undivided half of lots No. 5 and 6 in Square No. 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 All in the Town of Canton and County aforesaid. To have and to hold the above specified and described several tracts or parcels of land and town

lots together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining to the said David Seales his heirs and assigns forever, And I the said Thomas J. Catchings for myself my heirs Executors administrators and assigns will warrant and forever defend the above specified and described premises against the Claims of any and all persons Claiming or to Claim under myself or any or either of my said heirs Executors administrators or assigns. And Sophia Catchings wife of the said Thomas J. Catchings in Consideration of One Dollar to her in hand paid the receipt whereof she hereby acknowledges doth hereby relinquish and release to the said David Seales his heirs and assigns, all her right title and Claim of Dower in and to the above granted premises,

In testimony whereof we have hereunto set our hands and affixed our seals this 14th day of October 1840

The State of Mississippi

Thomas J. Catchings seal
Sophia Catchings seal

Madison County ss Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Thomas J. Catchings and Sophia Catchings his wife who acknowledged that they signed sealed and delivered the within deed on the day and for the purposes therein specified as their act and deed, And Sophia the wife of said Thomas J. Catchings 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 without any fear threats or Compulsion of her said husband,

Seal

Given under my hand and seal of office at Canton this 14th day of October A.D. 1840
John T. Cameron Clerk.

Thomas Grafton Received for Record 17th Recorded 19th October 1840

Geo. W. Grafton } This Indenture Made and entered into this thirty first day of March A.D. 1840 Between Thomas Grafton and Mary Grafton his wife of the first part, and George W. Grafton of the second part, all of the County of Madison and State of Mississippi Witnesseth that the said party of the first part for and in Consideration of the sum of fifteen hundred and Ninety dollars to them in hand paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have this day granted, bargained, sold and conveyed and by these presents do grant, bargain, sell convey and confirm unto the said party of the second part, and to his heirs and assigns forever, the following described tract or parcel of land, situate lying and being in the County of Madison and State of Mississippi to wit, the East half of South West quarter and West half of Southeast quarter of Section No Twenty two in Township No Eleven of Range No 3 East, containing One hundred and fifty nine Acres be the same more or less together with all and singular the hereditaments and

appurtenances therunto belonging or in any wise appertaining, to have and to hold the above described premises with the appurtenances unto the said party of the second part, his heirs 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 will and their heirs shall warrant and defend the title to the above described premises with the appurtenances unto the said party of the second part his heirs free from and against the Claims of themselves their heirs and from and against the Claims either lawful or equitable of all and every person or persons whatsoever Claiming or to Claim the same or any part thereof priorly than presents;

In testimony Whereof the said party of the first part have hereunto set their hands and affixed their seal the day and year first above written,

Thomas Grafton Seal
Mary Grafton Seal

The State of Mississippi
Madison County ss. Personally appeared before me John H. Cameron Clerk of the Probate Court of said County the above named Thomas Grafton and Mary Grafton his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and for the purposes therein mentioned as their act and deed. And Mary the wife of said Thomas Grafton 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 truly and of her own accord and without any fear threats or Compulsion of her said husband.

Given under My hand and seal of Office at Canton this 21st day of April A.D. 1840

Seal

John H. Cameron Clerk

Thomas Grafton Received for Record 17th Recorded 20th October 1840

Allen H. Grafton This Indenture Made and entered into this 11th day of March A.D. 1840 Between Thomas Grafton and Mary Grafton his wife of the first part, and Allen H. Grafton of the second part all of the County of Madison and State of Mississippi. Witnesseth that the said party of the first part for and in consideration of the sum of fifteen hundred and ninety two dollars and eighty cents to them in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have this day granted, bargained sold and conveyed, and by these presents do grant bargain sell convey and confirm unto the said party of the second part, his heirs and assigns forever, the following described tract or parcel of land situate lying and being in the County of Madison and State of Mississippi, to wit, The East half of the South East quarter of Section No. twenty two, and the West half of the North West quarter of Section No. twenty six in Township No. Eleven of Range No. Three East, containing one hundred and fifty seven 2/3rd acres be the same more or less together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining. To have and to hold the above described premises

with the appurtenances unto the said party of the second part his heirs 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 will and their heirs if shall warrant and defend the title to the above described premises with the appurtenances unto the said party of the second part his heirs if free from and against the Claims of themselves their heirs if and from and against the Claims either lawful or equitable of all and every person or persons whatsoever Claiming or to Claim the same or any part thereof forever by these presents; The said party of the first part giving and reserving to himself his heirs if the privilege of using a portion of the timber on one Eighth of said land above described.

In testimony Whereof the said party of the first part have hereunto set their hands and affixed their seals the day and year first above written,

Thomas Grafton Seal
 Mary Grafton Seal

The State of Mississippi

Madison County ss Personally appeared before me John S. Cameron Clerk of the Probate Court of said County the above named, Thomas Grafton and Mary Grafton his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and for the purposes therein mentioned as their act and deed. And Mary the wife of said Thomas Grafton on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered the said deed as her voluntary act and deed freely and of her own accord without any fear threats or Compulsion of her said husband.

Given under my hand and seal of Office at
 Canton this 2nd Day of April A.D. 1840

J. S. Cameron Clerk

John A. Taliaferro Received for Record 10th & Recorded 20th October 1840

Bill Sale

Sarah A. Cameron Received Trenton September 26th 1840 of Sarah A. Cameron six hundred dollars in full for the purchase of a Negro Girl Slave named Catharine of Yellow Complexion and aged about Eighteen years (together with the future increase of said Girl Catharine) which said Negro Girl Slave I warrant to be sound sensible and healthy and a Slave for life; and I also warrant the title to said Girl against all persons lawfully or Equitably Claiming or to Claim the said Negro Slave to the said Sarah A. Cameron her heirs if

Given under my hand and seal the day and year first above written,

Test

John Selles

Azborn Eddings

John A. Taliaferro Seal

State of Tennessee Personally appeared before me Allen C. Nimrod Clerk of Gibson County the County Court of Gibson County John A. Taliaferro the within named Bargainer with whom I am personally acquainted and who acknowledged that he executed the above Bill of sale to be his act and deed for the purposes therein contained,

Witness my hand and seal of office

in Tennessee this 26th day of September A.D. 1840.

Seal
H. Nimmo Clerk,
 State of Tennessee } Joseph B. Libbrell Chairman and Presiding Justice of said
 Gibson County } Gibson County do Certify that Allen C. Nimmo whose name
 is signed Officially to the within Certificate of attestation, is and was Clerk of said
 Court, and that his attestation is in due form of law and is entitled to due faith and
 Credit.
 Witness My hand at Office this 26th day of September
 A.D. 1840

J^s B. Libbrell Chairman
of Gibson Co. Court

John Alworth Received for Record 17th of Recorded 20th October 1840.

This Indenture Made the seventeenth day of October in the year of our
 Lord one thousand eight hundred and forty between John Alworth and Margaret
 his wife of the County of Madison of the State of Mississippi of the one part, and
 Allen G. Alworth of the County and State aforesaid of the other part, Witnesseth
 that the said John Alworth and Margaret his wife for and in Consideration of
 the sum of thirteen thousand four hundred dollars to them in hand paid by the
 said Allen G. Alworth at and before the sealing and delivery hereof the receipt
 whereof we do hereby acknowledge and thereof acquit and forever discharge the
 said Allen G. Alworth his heirs Executors and administrators, by these presents
 have granted bargained sold, conveyed and by these presents do grant, bargain
 sell and convey unto the said Allen G. Alworth and to his heirs and assigns
 forever all that tract or parcel of land known and designated as the N E 1/4
 of Section No 20. And the S E 1/4. And the E 1/2 of the S W 1/4, and the S 1/2 of the N E 1/4
 of Section No 17. The N 1/2 of Section No 21. The W 1/2 of the N E 1/4, and the N W 1/4
 the W 1/2 of the S W 1/4, the S E 1/4, and the S 1/2 of the E 1/2 of the S W 1/4 of Section
 No 15. The S E 1/4, and the E 1/2 of the S W 1/4 of Section No 16. The S W 1/4 of Section No
 14. The W 1/2 of the N W 1/4 of Section No 23. The N 1/2 of the E 1/2 of the N E 1/4 of Section
 No 22. The E 1/2 of the N W 1/4 of Section No 19. The E 1/2 of the S W 1/4, and the S 1/2 of
 the W 1/2 of the S E 1/4 of Section No 18, and all of Section No 10. all of Township
 No 9 N. 2 East, containing in all two thousand six hundred and eighty acres
 more or less together with all and singular the appurtenances thereunto
 belonging or in any wise appertaining; and also all the estate right title interest
 property and demand whatsoever of the said John Alworth and Margaret his
 wife in law or equity or otherwise whatsoever, of in to or out of the same, to have
 and to hold the said land and premises hereby granted with the appurtenances
 unto the said Allen G. Alworth his heirs and assigns forever in fee simple to the
 only proper use and behoof of the said Allen G. Alworth his heirs and assigns forever
 And the said John Alworth and Margaret his wife for themselves their heirs
 Executors and administrators do covenant promise grant and agree to and with
 the said Allen G. Alworth his heirs and assigns by these presents, that we the
 said John Alworth and Margaret his wife and their heirs the said above
 mentioned and described land and premises hereby granted with the appur-
 tenances unto the said Allen G. Alworth his heirs & assigns against them the said
 John Alworth, Margaret his wife and their heirs and against all and

every person and persons whatsoever lawfully claiming or to claim the same shall and will warrant and forever defend by these presents.

In Testimony Whereof the said John Alworth and Margaret his wife have hereunto set their hands and affixed their seals the day and date first above written,

John Alworth Seal
Margaret Alworth Seal

The State of Mississippi

Madison County ss) Personally appeared before me John S. Cameron Clerk of the Probate Court of said County John Alworth and Margaret Alworth his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and for the purposes therein specified as their act and deed, and Margaret the wife of said John Alworth 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 of her own accord without any fear threat or Compulsion of her said husband on the day and for the purposes therein set forth

Given under my hand and seal of office at Canton this 17th day of October A.D. 1840

Seal

John S. Cameron Clerk

Saml Maguder Received for Recoid 17th Recorded 22nd October 1840

Mortgage { The State of Mississippi
Madison County

Thomas Maguder } This Indenture made this the seventeenth day of October in the year of our Lord Eighteen hundred and forty between Saml Maguder of said State and County of the first part and Thomas Maguder of the City of Charleston in the State of South Carolina of the second part, Whereas the said Saml Maguder by his Certain promissory made by himself and payable to Thomas Maguder on or about the 20th day of April A.D. 1839 and dated one day before due for the sum of Twelve hundred — became indebted to the said Thomas in said sum with the legal interest thereon from the time of payment, and likewise in the further sum of four hundred dollars due on the first day of January last, with the legal interest thereon, Now this Indenture Witnesseth that the said Saml as well for and in Consideration of the aforesaid debts and for the better securing the payment thereof with its interest unto the said Thomas his administrators and assigns as of the further sum of Ten dollars to him in hand paid by the said Thomas at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant, bargain and sell unto the said Thomas and his heirs all the right title and interest to the property which belonged to William Maguder at the time of his death and in which the said Saml has an interest as and heir of said decedent of one fourth part of said decedent's estate, which said estate consists of the following property to wit Negroes, Mass. Daphne, Lucy, Big Will, Little Will, Clinton, Isaac Lewis, Anderson, Isabel, Charity, Francis, Nelly, Sunny, Levi, George, Elizabeth, Nancy, Henry & Elsie, also Mules, horses, Oxen, Cattle, Hogs, Waggon, farming

utensils Corn and fodder, and I also hereby bargain and sell unto the said Thomas all my interest in the Crop now growing in this year's Crop raised by the Negroes before mentioned. To Have and to hold the whole of my interest in all the foregoing described property to the said Thomas and his heirs forever, Provided Always Nevertheless that if the said Samuel his heirs Executors or administrators shall well and truly or Cause to be paid the said several sums of Money due as aforesaid to the said Thomas by the first day of January A.D. 1843 with the lawful interest thereon due at that time then and from thenceforth as well this present Indenture and the Estate hereby granted as the said several debts mentioned shall cease determine and become absolutely null and void to all intents and purposes any thing herein before contained to the contrary notwithstanding — In Witness Whereof I have hereunto set my hand and seal the day and year first before written.

The State of Mississippi

Madison County ss. Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Samuel Magruder who acknowledged that he signed sealed and delivered the foregoing deed of Mortgage on the day and for the purposes therein specified as his act and deed,

Given under my hand and seal of Office at Canton this 17th Day of October A.D. 1840

Seal


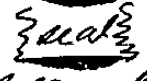
John T. Cameron Clerk

J. D. Livingston Received for Record 19th Recorded 22nd October 1840

Deed
 To Oblivius } This Indenture made and entered into this thirteenth day of October in the year of our Lord one thousand eight hundred and forty, Between Samuel D. Livingston and Phoebe Ann Livingston his wife of the one part, and Henry Oblivius of the other part, and all of the County of Madison and State of Mississippi Witnesseth that the said Livingston and wife for an full consideration of the sum of Eight hundred and sixty dollars to them in hand paid by the said Oblivius and in accordance with the conditions of a Bond heretofore executed by the said Livingston to the said Oblivius, hath granted, bargained, sold, aliened, and confirmed, and by these presents do grant, bargain, sell, alien and confirm unto the said Henry Oblivius his heirs of forever, All that tract or parcel of land lying and being in the said County of Madison and State of Mississippi aforesaid known and designated as follows to wit, Beginning at a Pine Stake standing in the edge of the Road leading from Canton to Boles ferry, and the South West Corner of the tract of land known as the Parsonage, thence N 82 1/2 E 77 1/2 Poles to a stake, on the line of the land said Livingston purchased of Sadrin A. Mills, thence S. 82 E with said line 19 1/4 Poles to a stake, thence S 79 1/2 West 84 Poles to a stake in the edge of the said Road leading from Canton to Boles ferry, thence with said Road N 11 E E 23 1/2 Poles to the Beginning, containing ten acres three Rods and six Poles in the same more or less, To Have and to hold the said tract or parcel of land as above described with all and singular the Premises therunto belonging or in any wise appertaining unto the said Henry Oblivius his heirs of forever and the said Livingston and wife doth for themselves their heirs of Covenant and agree to and with the said Henry Oblivius his heirs of to maintain and

forever defend the title of the said tract or parcel of land as above described from themselves their heirs or assigns and from the Claim or Claims of all and every other person or persons whatsoever unto the said Henry Olden his heirs and assigns forever.


In Testimony Whereof the said Samuel D. Livingston and Phoebe Ann his wife hath hereunto set their hands and seals the day and date first above written,

S. D. Livingston 
Phoebe Ann Livingston 

The State of Mississippi
Madison County

Personally appeared before me William S. Bailey Judge of the Probate Court in & for said County Samuel D. Livingston who acknowledged that he signed sealed and delivered the foregoing deed for the purposes therein contained on the day it bears date. And Mrs Phoebe Ann Livingston wife of the said Saml D. Livingston whose name is also subscribed to the foregoing And on an Examination separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her act and deed freely and without any fear threats or Compulsion of her said husband on the day of its date;

Given under my hand and seal this 19th day of October A.D. 1840

Wm. S. Bailey 
Judge of

Saml. Wainblin Shff Received for Record 20th Recorded 20th October 1840
Deed

Abner Prewitt

This Indenture made and entered into the 10th day of August Anno Domini one thousand eight hundred and forty between Samuel Wainblin Sheriff of Madison County Mississippi of the first part; and Abner Prewitt of the second part, Whence Judgment was rendered by the Circuit Court of the County of Madison aforesaid against Elias Johnson in the following Case viz at the Special January Term 1840 of said Court to wit. Allen v Johnson in vs Elias Johnson for \$1289; John W Mayo vs Elias Johnson for \$199.93 with interest at the rate of eight per Cent per annum from date until paid and Cost of Suit. and Whence 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 Elias Johnson 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 20th 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 the County of Madison aforesaid Thrown as follows. to wit, 1/2 of 1/2 the E 1/2 N E 1/4 and S E 1/4 of sec 34; 1/2 of the S E 1/4 sec 35. 1/2 NW 1/4 sec 36. Township 13 North Range 3 East. Also the N 1/2 of the West 1/2 NW 1/4 sec 3 Township 11 Range 3 East. Containing by estimation 440 acres be the same more or less, and the said Sheriff proceeded to advertise the same for thirty days previous to the 3rd day of August 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 Hamblin Sheriff as aforesaid also proceeded on the third day of August Ad. 1840 to offer the same for sale at the Court house door aforesaid, to the highest bidder for cash and Abner Powell appeared and bid two dollars and 3 1/2 Cents per acre, which was more than any other person did or would bid. And therefore for and in Consideration of the aforesaid sum of two dollars and 3 1/2 Cents per acre to me in hand paid, the receipt of which is hereby acknowledged, I Samuel Hamblin Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff do hereby bargain, sell and convey to the aforesaid Abner Powell all the right, title interest and Claims of the aforesaid Elias Johnson 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 Elias Johnson 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.

The State of Mississippi

Saml. Hamblin Sheriff Seal

Madison County, Miss. Personally appeared before me John S. Cameron Clerk of the 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 specified as his act and deed as Sheriff of said County.

Given under my hand and seal of Office at Canton this 20th Day of October Ad. 1840

Seal

John S. Cameron Clerk

V V V

Joseph S. Battle Received for Record 21st of Recorded 23rd October 1840

Both Sale (State of Mississippi) Polie Stricklen Stearns County

Know all Men by these presents that I Joseph S. Battle of the County and State aforesaid have bargained, granted, sold and delivered unto Polie Stricklen of the County and State aforesaid the following named Slaves for life to wit Albert a Man aged about twenty three years, Isaac a Man aged about twenty two years, Asburn a Man aged about twenty two years, Arthur a Man aged about twenty six years, Reuben a boy aged about twelve years, Amstrong a boy aged about eleven years, Henry a boy aged about eleven years, Lucy a Woman aged about forty years, Fanny a Woman aged about thirty years, Mamma a girl aged about fifteen years, Sabina a girl aged about three years, Cary a Woman aged about nineteen years and her infant Child, Ann, Perry a Woman aged about twenty years and her two Children Melly a boy aged about eighteen Months, and infant Child Sarah, And also six Mules, two Horses, seventy head of Hogs, fifty head of Cattle, also one Wagon, together with the farming utensils, household and kitchen furniture, also three thousand lbs of Bacon, also one thousand Bushels of Corn, together with the fodder gathered together with all the growing Crop on my place, for the sum of six thousand four hundred and forty four dollars and forty four Cents, to me in hand paid before the sealing and delivering of these presents, I warrant and forever defend the right and title of said property unto said Stricklen his heirs and assigns forever.

Test Given under my hand and seal this 13th of April 1840.

J. S. Gillespie, Lincoln York.

Joseph S. Battle Seal

State of Mississippi

High Court of Errors and Appeals Personally appeared before me Robert S. Patrick Clerk of said Court the within named Joseph S. Battle

Whose name is signed to the within said, acknowledged that he signed sealed & delivered the same on the day & year therein mentioned, for the purposes therein expressed as his act and deed.

Given under my hand & seal of said Court this 14th day of April A.D. 1840

Seal

R. A. Patrick Clk.

Joseph S. Battle Received for Record 21st & Recorded 24th October 1840

Bill Sale

Robin Stricklin Know all men by these presents, that I Joseph S. Battle of the County of Madison State of Mississippi have bargained sold and delivered unto Robin Stricklin of the County and State aforesaid five Negro Slaves, other named property as follows to wit, Tom a man aged about twenty two years Henry a man aged about twenty five years. Sim a man aged about fifty years. John a Boy aged about thirteen years. Simon a boy aged about seven years. two horses. thirty head of cattle more or less. forty head of Hogs more or less. One Ox plow, one hundred Bushels of Corn, two stacks of Blad fodder, all the house hold and kitchen furniture all of the aforesaid property was formerly owned by Jesse Battle and purchased by me at Sheriff sale, by virtue of a Judgment & Execution in my favor in Blinds County against the said Jesse Battle. And I do hereby sell and transfer to the said Stricklin all the unsettled balance that are or may be due on the aforesaid Judgment and Execution for and in Consideration of the sum of Two thousand five hundred dollars to me, in hand paid by the said Joseph S. Battle do for myself my heirs Executors administrators assigns warrant and forever defend the right & title of the aforesaid Negroes and other property herein named to him the said Stricklin his heirs assigns forever.

In Witness whereof I have hereunto set my hand and seal this 1st Day of May 1840.

Robt Polue. Seneca York

Joseph S. Battle Seal

State of Mississippi } This day Personally appeared before me R. A. Patrick Clk
County Court of Seneca York of said State the within named Joseph S. Battle who
acknowledged that he signed sealed & delivered the within said on the day & year therein
mentioned for the purposes therein expressed as his act & deed.

Given under my hand & the seal of said Court this 2nd Day of May A.D. 1840.

Seal

R. A. Patrick Clk

Saml. Hamblin Sheriff Received for Record 21st & Recorded 24th October 1840

Bill

John Cooper This Indenture Made and entered into this 19th day of October Anno Domini One thousand Eight hundred and forty. Between Samuel Hamblin Sheriff of Madison County Mississippi of the first part, and John Cooper of the second part, Witnesseth that Thomas Judgement was rendered by the Circuit Court of the County of Madison aforesaid against Alexander Healy in the following Case viz at the October Term 1838 of said Court, to wit Richard S. Thompson vs Alexander Healy for \$140.50 with interest at the rate of Eight per Cent per

annuities from date until paid and East of said, and whereas writs of Habeas Corpus issued from the office of the Clerk of a Circuit Court aforesaid, directed to the Sheriff of Madison County aforesaid commanding him that of the goods and Chattels, Cattle and movables of the aforesaid Alexander Healy he cause to be made the sum of Money mentioned in said writ of Habeas Corpus, to render to the said Plaintiff, at the Nov^o Term A.D. 1840 of said Court, and the said Sheriff in conformity of the Command of said writ proceeded on the 24th day of July A.D. 1840 to levy the aforesaid writ of Habeas Corpus on the undivided one half of 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 East half of the South East 1/4 of Section No Twenty and Township No 11 North of Range 4 East, containing by estimation 80 acres the same more or less. and the said Sheriff proceeded to advertise the same for thirty days previous to the 19th day of October A.D. 1840 in the Madison Weekly 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 Hamblin Sheriff as aforesaid, also proceeded on the Nineteenth day of October A.D. 1840 to offer the same for sale at the Court house door aforesaid to the highest bidder for Cash and John Cooper appeared and bid five Dollars and 27 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 five Dollars and 27 Cents per acre, to me in hand paid, the receipt of which is hereby acknowledged, I Samuel Hamblin Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff, do hereby bargain sell and convey to the aforesaid John Cooper all the right, title, interest and Claim of the aforesaid Alex Healy 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 Alexander Healy his heirs Executors and administrators,

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

The State of Mississippi }
 Madison County do } Personally appeared before me John J. 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 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 21st day of October A.D. 1840
 John J. Cameron Clerk

J. E. Gayden } Received for Record } Recorded 3rd November 1840 }
 Clerk

M^{rs} Laughlin His Indenture Made and extended this twentieth day of October in the year of our Lord one thousand eight hundred and forty between Jefferson E. Gayden and Louisa Gayden his wife of the County of Madison and State of Mississippi of the first part and William Laughlin of the County of Madison and State aforesaid of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of Two thousand Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have this day

granted bargained sold and conveyed and by these presents do grant bargain sell and convey unto the said party of the second part, his heirs and assigns forever the following named tracts or parcels of land lying and being in the County of Madison and State of Mississippi to wit the West half of the South East quarter of Section No 23 Township 9 of Range 2 East Containing 80th Acres. Also the South East quarter of Section No 28 Township 9 of Range 2 East Containing One hundred & fifty acres or thereabouts, together with all and singular the Tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining and all the Estate, right, title Claim, interest property and demand whatsoever either at Law or Equity of them the said parties of the first part their heirs assigns of and in to the same or any part thereof. To have and to hold the above described and hereby granted premises with the appurtenances unto the said party of the second part his heirs Executors administrators and assigns, to the only proper use benefit and behoof of him the said party of the second part his heirs forever. And the said parties of the first part do for themselves their heirs Executors and assigns to and with the said party of the second part his heirs that they are well seized in fee of the afore granted premises, that the same are conveyed free and quit of all encumbrances, that they have good right to sell and convey the same in manner and form as aforesaid and that they will, and their heirs Executors and administrators shall warrant and forever defend the right and title to the afore granted premises with the appurtenances unto the said party of the second part his heirs assigns themselves their heirs and against all and every other person or persons whatsoever either lawfully or Equitably Claiming in to Claim the same or any part thereof.

In testimony whereof the said J. E. Gayden and Louisa Gayden his Wife (the parties of the first part) have hereunto set their hands and affixed their seals the day and year first above written.

J. E. Gayden Seal
 Louisa Gayden Seal

The State of Mississippi
 Madison County Personally appeared before me James Priestley an acting Justice of the Peace in and for said County the above named J. E. Gayden and Louisa Gayden who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein expressed as their act and deed for the purposes therein expressed. And the said Louisa Gayden Wife of the said J. E. Gayden being by me examined separate and apart from her said husband and the contents thereof being made known to her acknowledged that she signed sealed and delivered said deed as her voluntary act and deed freely and of her own accord and without the force threats or Compulsion of her said husband on the day and year and for the purposes therein specified.

Given under my hand and Seal October 31st 1840
 James Priestley J.P. Seal

J. E. Gayden Received for Record October 23rd & Recorded 6th November 1840
 Will Hale

Know all men by these presents that I Jefferson E. Gayden of the County of Madison and State of Mississippi for and in Consideration of the

sum of fifteen hundred Dollars to me in hand paid the receipt whereof is acknowledged have granted, bargained sold & conveyed, and by these presents do give bargain sell and convey unto William Laughlin of the County of Warren and the aforesaid the following described Negroes to wit, a Negro Man named Pop about 35 years, a Negro Man named John aged about 24 years, and a Negro woman named Ora aged about 18 years. To have and to hold the above described Negroes unto the said William Laughlin his heirs assigns forever, and said J. E. Gayden for myself, my heirs assigns of shall and will warrant & forever defend the above mentioned and described Negroes unto the said William Laughlin his heirs or assigns against me the said J. E. Gayden my heirs of and against all and every other person or persons whatsoever, and that the said in body and mind, shall be free and free from all the vices and duties prescribed by the laws of Mississippi.

In testimony whereof I have hereunto set my hand & official seal this 23rd day of October Anno Domini 1840

The State of Mississippi
Madison County ss Personally appeared before me John T. Hancock Clerk of the Probate Court of said County Jefferson E. Gayden who acknowledged that he sealed and delivered the within and foregoing Bill of Sale on the day and therein mentioned as his act and deed,

Jeff. E. Gayden

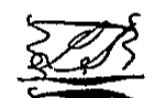

Given under my hand and seal of Office at this 23rd day of October A.D. 1840

John T. Hancock Clerk

Joseph Reid Received for Record 5th Recorded 6th November 1840
Mortgage (The State of Mississippi
Planters Bank) Madison County This Indenture made and executed this day of November in the year of our Lord one thousand eight hundred and between Joseph Reid and Nancy Reid his wife of the County and State of the one part, and the President Directors and Company of the Planters Bank of the State of Mississippi of the other part Witnesseth that whereas the said Joseph Reid indebted to the said President Directors & Company of the Planters Bank of the State of Mississippi in the sum of nine thousand six hundred and fifty nine dollars by note payable and negotiable at the office of said Bank in the City of Natchez at twelve months after date with interest from the date dated the first day of November instant, for the purpose of securing the same thereof, and also in consideration of the sum of one dollar to the said Joseph Reid paid the said Joseph Reid and Nancy his wife have granted bargained sold and released, and by these presents do give bargain and release to the said President Directors & Company of the Planters Bank of the State of Mississippi their successors in Office and assigns all right of land lying and being in Madison County aforesaid and known and designated in the plat of Survey of the lands in the Choctaw Land as being the East half of the North West quarter, and the North East of Section two, and the North half and the South East quarter and the half of the East half of the South West quarter of Section Two in Town


of Range two East, Also the West half of Section Six; and the West half of the East half of the same section, Also the North West quarter of Section Seven, and the West half of the North East quarter, and the West half of the South East quarter and the East half of the South West quarter of the same section in Township Nine of Range Three East, Also the West half of the North East quarter of Section Twelve in Township Nine of Range two East. Containing by estimation seven hundred and twenty acres together with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining, To Have and to hold all and singular the premises aforesaid and their appurtenances to the said President Directors of company of the Planters Bank of the State of Mississippi their successors in office & assigns forever. Provided Nevertheless, and it is the true intent and meaning of these presents that if the said Joseph Reid shall well and truly pay or cause to be paid to the said President Directors of company of the Planters Bank of the State of Mississippi or their order, the said sum of three thousand six hundred and fifty nine dollars with the interest aforesaid according to the tenor and effect of the note aforesaid, and shall also well and truly pay all such renewals of the said note aforesaid as shall from time to time be made according to the tenor and effect thereof the intent and meaning of these presents being to secure as well the payment of the renewals of the note aforesaid as the note itself aforesaid, then these presents and every part thereof shall be void and of no effect, otherwise to remain in full force and virtue.

In Witness Whereof We have hereunto set our hands and seals this fifth day of November A.D. 1840

Joseph Reid 
 Nancy Reid 

The State of Mississippi
 Madison County Personally appeared before me the undersigned Judge of the Probate Court in and for the said County, the above Joseph Reid and Nancy Reid who acknowledged that they signed sealed and delivered the foregoing deed on the day and year and for the purposes aforesaid, And the said Nancy Reid the wife of the said Joseph Reid on being privately and separately examined by me apart from her said husband did declare that she does freely and voluntarily and without any threats dread or fear of any person or persons whomsoever renounce, release and forever relinquish to the President Directors of company of the said Planters Bank of Mississippi their successors in office & assigns all her right and claim of dower in and to the premises within mentioned and described.

Given under my hand and seal this 5th November 1840

Wm. Bailey 
 Judge of Probate Ct.

G. R. M. Heilger Received for Record 26th October Recorded 6th November 1840
 Deed
 Planters Bank (sumers) His Auditors made and entered into this second day of September in the year of our Lord Eighteen hundred & forty between Henry R. M. Heilger and Margaritta E. Heilger of the City of New Orleans in the State of Louisiana of the one part, and Matthew Watson Nicholas Hobson & William P. Bowers of

the other part: Witnesseth that for and in consideration of the sum of forty seven thousand five hundred dollars to them in hand paid by the Planters Bank of Tennessee established in Nashville, State of Tennessee of one dollar paid by said William, Nicholas & William P. Bowers the receipt of which is hereby acknowledged, the said Henry, R. M. and Margareta & have this day given granted bargained, sold and by these presents do hereby give grant, bargain sell, transfer assign Convey to the said Matthew Watson, Nicholas Robinson & William P. Bowers the survivors or survivor of them their heirs and assigns forever the following described property both real personal and mixed now in Madison County in the State of Mississippi (a more minute and particular description of which will be found in the said Bill of Sale and Conveyance made by William Harris to the said Henry, R. M. Hill and Recorded in the Probate Court of Madison County State of Mississippi) that is to say all that tract or parcel of land lying South of the Town of Canton and adjoining the lands of William Hoy containing one thousand acres being the same land formerly owned and possessed by James B. Ripple and by said Ripple conveyed to William Harris, and by said Harris conveyed to H. R. M. Hill also all of the Negroes purchased of said Harris by said Hill which said Negroes are now on said plantation together with their increase up to the present time. Also the Crop of every kind and description now growing or made upon said plantation during the present year including the Corn Cotton, Cattle, Hogs, Poultry, also the entire stock of Horses, Mules, Oxen, Cattle, Hogs and farming utensils including Waggon, Ploughs, Harrows &c. now used and belonging to the said plantation and more constituting a portion of the means by which said plantation is carried on and supported, together with all the emoluments, appurtenances and hereditaments to the same belonging or in any wise appertaining with all the rights and benefits arising from the possession and increase thereof, to have and to hold the same together with the privileges, appurtenances to the said Matthew Watson, Nicholas Robinson & William P. Bowers and the survivors or survivor of them, their heirs & assigns, the heirs & assigns of the survivors or survivor; the said Henry, R. M. and Margareta & do hereby bind themselves, their heirs Executors administrators and assigns to warrant and forever defend the aforesaid land bargained premises, Crops, stock, farming utensils, Negroes and every part thereof to the said Matthew Watson, Nicholas Robinson & William P. Bowers and the survivors or survivor of them and their heirs & assigns, the heirs & assigns of the survivors or survivor forever, against the lawful claims of all persons whatsoever, and to the said Henry, R. M. Hill do hereby covenant & agree with the said Nicholas, Matthew, William and the survivors or survivor of them that he the said H. R. M. Hill is the true lawful owner of the before described tract of land, Crops, Negroes, the privileges and appurtenances in fee simple & has good right title to Convey the same, and that the same are free from all incumbrances, and he further covenants that he the said H. R. M. Hill and Margareta & his wife shall and will at any time, at all times hereafter upon the reasonable request of the said Matthew, Nicholas & William or either of them or of the Planters Bank of Tennessee make and do and execute and procure to be made done, executed and every such other and further act or acts Conveyances or assurances in law whatever for the further better and more effectually assuring, conveying and settling of all & singular the premises herein before mentioned or intended to be here conveyed with their governing of their rights, privileges and appurtenances to the only proper use & behoof of the said party of the second part, their heirs & assigns forever and

The heirs of the survivors, as by the said party of the second part or their Council shall be reasonably devised, advised or required. The sum of Forty six thousand five hundred dollars herein before mentioned as the Consideration of this deed is a debt heretofore owing by H. N. M. Heill to the Plaintive Bank of Tennessee Contracted in the course of their ordinary Banking business & the Land & premises & in this deed specified are conveyed to the parties of the second part in satisfaction of that debt and the property conveyed is to be sold and disposed of by the said Nicholas Hebron Matthew Watson & Mellicam P. Powers or the survivors or survivor of them according to the direction of said Plaintive Bank for its sole use & benefit.

In Witness whereof we have hereunto set our hands and affixed our seals on the day and date herein before mentioned

H. N. M. Heill Seal

Maryetta E. Heill Seal

State of Tennessee

Davidson County Personally appeared before me John Catron an appointed Justice of the Supreme Court of the United States the above named Henry N. M. Heill & Maryetta E. his wife with whom I am personally acquainted & who acknowledged that they severally signed sealed and delivered the foregoing deed on the day & year therein mentioned as their act and deed, and I also certify that the said Maryetta E. Heill wife of the said H. N. M. Heill was privately examined by me apart from her husband and acknowledged that she signed sealed and delivered the same as her voluntary act & deed freely without any fear threats or compulsion of her husband,

Given under my hand and seal this seventh day of September A.D. One thousand eight hundred & forty

J. Catron

Butler & Rawlings Receiv'd for Record 3^d of Recorded 9th November 1840

Deed Trust

J. W. Campbell Thro' all men by these presents that we William E. Butler and John W. Rawlings of the County of Madison and State of Tennessee Merchants and partners in trade trading under the firm and style of John W. Rawlings & Co. for and in consideration of the sum of twenty six thousand eight hundred dollars the receipt whereof is hereby acknowledged do for our selves our heirs Executors & give grant bargain sell alien wife off convey and confirm and by these presents do give grant bargain sell convey and confirm unto John W. Campbell and James Caruthers their heirs Executors & forever the following described property Real and personal to wit part of Lot No 19 being twenty seven feet front on the North of the Public Square for which said William E. Butler & John W. Rawlings hold the title bond of R. M. Byrd, dated 12th June 1839. which bond is hereby assigned to the said John W. Campbell & James Caruthers, part of lot number two being twenty five feet on Main Street running North to Brick house owned by Joseph H. Talbot and others, West with said house to the street, fronting on said street eight feet, part of Lot Number twenty four, fronting twenty four feet on Main Street, running back to an alley twelve feet wide, thence with the alley, forty eight feet, to the North Western Corner, thence South forty two feet to Lancaster Corner thence East twenty four feet to his North East Corner, thence South to Pine Street fifty feet thence twenty four feet on Main Street the front of the lot, to the

beginning, a lot or piece of ground adjoining the Town of Jackson being the same where John H. Rawlins dwelling house stands conveyed to him by M. E. Butler Robert Butler by deed dated 20th of Feb. 1825, the said lot containing six and a half acres. The above property is all included in the corporate limits of the Town of Jackson, Madison County Tennessee. Also a tract of land situated in the said County of Madison bounded as follows. to begining at a Cypress at the South West corner of a tract of 500 acres of land granted to M. Hairy, Butler & Phillips, by the State of Tennessee No. 17,234 & deeded to M. E. Butler & M. M. Rutledge by deed bearing date 28th of Feb. 1826. Thence East 138.5 poles to a Hickory on the South 247. poles to a Peach and a Gum, Thence East 90 poles to two Hickory trees on the West boundary of E. No 607 for 50 acres. the South East corner. Thence North the West boundary line of same to a State where Main Street intersects said E. No 607 running East from the Town of Jackson. Thence West to the intersection of Main & High Streets, thence South to the intersection of High & Chester Streets, thence West to the intersection of Chester & Royal Streets, thence South with Royal Street to the intersection of Royal & Tan Yard Streets, thence West with Tan Yard Street to the property of Armon & Luke formerly belonging to Robert Luke, thence South to the beginning containing one hundred seventy five acres. Also tract of land in Madison County Tennessee containing six hundred eighty acres granted to J. H. Rawlins by Grant No 2771 lying in 9th District Range No 1 section 8. Also a tract of land in the said County of Madison containing six hundred eighty acres conveyed to J. H. Rawlins by Tho. J. Porter Esq of 28th of Porter by deed bearing date 4th of April 1839 lying in the 9th District Range E. Section 8. also a tract of land situated in Shelby County Tennessee containing seventy seven acres lying immediately South of what is known as the South Memphis tract being one fourth part of a tract of land of five thousand acres & set apart in a division of said tract & conveyed by John Overton to M. E. Butler by deed dated 15th June 1825, also forty one Negroes the property of William E. Butler twenty two of which are now in Madison County Tennessee and are described as follows. Vinson about 36 years old, Sam 32 years old, Jesse 26 years old, Jack 55 years old, Eliza 27 years old, Nancy eight years old, Virgil 6 years old, Matilda 4 years old, Binton 2 years old, Rachel 55 years old, Dennis 9 years old, Madeline 7 years old, Hannah 5 years old, Coleman 3 years old, Tom 1 1/2 years old, Cason 25 years old, Lewis 9 years old, Norman 6 years old, Susan 19 years old, Lydia 2 years old, Caroline 3 years old, & Fleming 2 years old. And Minors in Madison County Mississippi are described as follows to wit. Jim about 29 years old, Cyrus 38 years old, Mitchell 26 years old, Jerry 23 years old, Benjamin 19 years old, Harry 19 years old, Charles 18 years old,quire 15 years old, Washington 22 years old, Percival 16 years old, Collins 15 years old, Allen 12 years old, Ripley 17 years old, Betty 19 years old, Rachel 36 years old, John 11 years old, Clarissa 4 years old, George Washington 1 year old, & David four months old, also eleven Negroes the property of John H. Rawlins which Negroes are now in Madison County Mississippi and are described as follows to wit, Caroline 26 years old, Albert 9 years old, Sam 12 years old, Hall 30 years old, Abram 27 years old, Mary Ann 26 years old, Henry 7 years old, Pella 5 years old, Calvin 8 months old, Peter 27 years old & Jordan 16 years old, To Heave and to hold to the said John W. Campbell and James Campbell their heirs Executors of forever, but the foregoing conveyance is in Trust, for the purposes herein after declared, That is to say, Whereas the said M. E. Butler & John H. Rawlins are indebted to the office of the Union Bank at Jackson in the sum of Twenty six

thousand eight hundred dollars, for which they have given their note, by the name, style of John St. Rawlings & Co bearing even date herewith, payable twelve months thereafter to John W. Campbell Cashier at the Union Bank of the State of Tennessee at Nashville, Now if the said Wm. E. Butler & John St. Rawlings shall pay off and discharge said note at maturity according to its tenor & effect thereof, then this conveyance is to be void of no effect, otherwise to remain in full force & virtue, Provided also if the said Wm. E. Butler & John St. Rawlings shall pay five thousand three hundred and sixty dollars thereon at maturity and renew their note for the residue of said debt, paying the discount on the renewal, they shall be permitted to do so, This Conveyance continuing in force as security for the part unpaid, and the said Wm. E. Butler & John St. Rawlings shall have leave to renew annually one payment at each renewal the sum of five thousand three hundred and sixty dollars of the principal, the discount on the residue unpaid, so as fully to discharge said debt & the interest which may accrue, on five annual payments This Conveyance remaining in full force as a security, until the entire debt & the interest which may accrue, shall have been discharged, The Bank charging four per cent discount on each renewal, And it is agreed by and between the parties, that should the said Wm. E. Butler & John St. Rawlings, fail to pay off the above described Note of twenty five thousand eight hundred dollars at maturity and shall also fail to pay the five thousand three hundred and sixty dollars and renew their note at twelve months, paying the discount thereon as provided in the above condition, or should fail to pay the annual payments or to renew their note paying the discount as herein provided or shall fail to perform any of the conditions provided in the foregoing Mortgage and Trust, then the said John W. Campbell & James Carruthers shall take said property into possession (the said Wm. E. Butler and John St. Rawlings in the mean time being permitted to remain in possession at the discretion of the Trustees hereinafter named) & sell the same to the highest bidder on giving ten days notice of the time and place of sale, in some newspapers published in Jackson Tennessee, and if none is so published at the time, then in the paper published nearest thereto And the said Wm. E. Butler & John St. Rawlings for themselves their heirs & assigns ratify & confirm whatever the said John W. Campbell & James Carruthers may do in pursuance of the provisions of this deed, giving them full power to execute all such Bills of Sale & other instruments, necessary or proper, to carry the same into effect & the said John W. Campbell & James Carruthers hereby become parties to this deed, and accept the said Trust, and take on themselves the execution thereof;

Given under our hands & seals this third day of March and thousand eight hundred & forty,

Wm. E. Butler Execut
 J. St. Rawlings Execut
 J. Carruthers Execut
 John W. Campbell Execut

State of Tennessee
 Madison County } Personally appeared before me Montgomery B. Stewart Clerk of
 the County Court of Madison County the within named Mortgages William E.
 Butler, James Carruthers & John W. Campbell with whom I am personally ac-
 quainted and who acknowledged that they executed the within deed of Trust for

the purposes therein contained. Witness my hand at office this the 12th day of March 1840. *Deed* Montgomery B. Stewart Clerk

Also personally appeared before me Montgomery B. Stewart Clerk of the County Court of Madison County the within named Mortgagor John W. Rawlings with whom I am personally acquainted and who acknowledged that he executed the within deed of Deed for the purposes therein contained.

Witness my hand at office this the 17th day of March 1840.

Montgomery B. Stewart Clerk

Said Recumbent Shiff Received for Record & Recorded 9th November 1840

Bill

Ann M. Millie } of \$545.00 Received of Ann M. Millie five hundred forty three dollars in full for Ann Mayo. Slave Called Randal sold by me at a public sale this day as the property of Abram S. M. Millie to satisfy an Execution in favor of P. B. Pope Hinkley against said A. S. M. Millie to me directed and whereby bargain sell and convey unto the said Ann M. Millie all the right title interest and claim of said Abram S. M. Millie in and to the aforesaid Mayo. Slave. In testimony whereof I have hereunto set my hand and seal the seventh day of November 1840

The State of Mississippi

Madison County and Personally appeared before me John V. Cameron Clerk of the Probate Court of said County Samuel Hamilton who acknowledged that he signed sealed and delivered the foregoing Bill of Sale 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 9th day of November A.D. 1840

John V. Cameron Clerk

Deed

4-A

W. R. W. Heil } Received for Record 26th October & Recorded 10th November 1840

Deed

Matthew Muton Et al } This Indenture made and entered into this second day of April in the year of our Lord Eighteen hundred forty between Henry R. W. Heil and Margaretta E. Heil of the City of New Orleans in the State of Louisiana of the one part, and Matthew Muton, Nicholas Hebsorn, & William P. Bowers of the other part, do hereby certify that for and in consideration of the sum of thirty five thousand dollars to them in hand paid by the Planters Bank of Louisiana established in New Orleans State of Louisiana of the one part, paid by said Muton, Hebsorn, & William P. Bowers the receipt of which is hereby acknowledged, the said Henry R. W. and Margaretta E. have this day given granted bargained & sold, and by these presents do hereby give grant bargain sell, transfer, convey and to the said Matthew Muton, Nicholas Hebsorn, & William P. Bowers the survivors or survivor of them, their heirs and assigns forever, the following described tracts or parcels of land in Madison County State of Mississippi to wit, Section Twenty five, the West half of the North West quarter of Section thirty, the West half of the South West quarter of Section thirty, the North West quarter of Section thirty, and the East half of the East quarter of Section twenty six, the East half of the North West quarter of Section

twenty six. The South East quarter of Section twenty four. The South West quarter of Section twenty four. and the remainder of said Section twenty four except One hundred & eighty acres belonging to Israel Spencer. The South half of the South East quarter, and the South West quarter in Section twenty three. The North half of the East half of the North East quarter, and the West half of the South East quarter Section twenty two. The South West quarter of Section twenty two. and the North half of Section twenty one. and the East half of the South West quarter Section twenty one. and the East half of the North East quarter of Section twenty. and the East half of the South East quarter Section seventeen, all in Township Eight Range one and two east, together with all and singular the the appurtenances thereto belonging to said land and bargained premises, together with the present growing Crop of Cotton. Comf. To have and to hold the same & the privileges & appurtenances to the said Matthew Watson, Nicholas Hobson & William P. Brown and the Survivors or Survivor of them & their heirs & assigns & the heirs & assigns of the Survivors or Survivor. The said Henry M.M. and Margaretha E. do hereby bind themselves their heirs. Executors, administrators and assigns to warrant and forever defend the aforesaid land and bargained premises, and present growing Crops and every part thereof to the said Matthew Watson Nicholas Hobson & William P. Brown and the Survivors or Survivor of them and their heirs & assigns ~~the heirs & assigns~~ of the Survivors or Survivor forever, against the lawful Claims of all persons whatsoever. And he the said Henry M.M. Heill doth Covenant & agree with the said Nicholas Matthew & William P. and the Survivors or Survivor of them, that he the said Heill M. Heill is the true lawful owner of the before described tracts of land. the privileges & appurtenances in fee simple & has good right & title to Convey the same and that the same are free from all incumbrances, and he further Covenants that he the said Heill M. Heill and Margaretha E. his wife shall and will at any time & at all times hereafter upon the reasonable request, of the said Matthew. Nicholas & William P. or either of them or of the Planters Bank of Tennessee make do and execute and procure to be made done & executed, all and every such other and further act or acts Conveyances or assurances in the law whatever for the further & better & more effectually assuring conveying & settling of all & singular the premises herein before mentioned or intended to be herein conveyed, with their every of their rights privileges and appurtenances to the only proper use & behoof of the said party of the second part their heirs & assigns forever, and the heirs of the Survivors as by the said party of the second part, or their Counsel shall be reasonably desired advised or required. The sum of Fifty five thousand dollars herein before mentioned as the Consideration of this deed is a debt heretofore owing by Heill M. Heill to the Planters Bank of Tennessee contracted in the Course of their ordinary banking business & the land & premises in this deed specified are conveyed to the parties of the second part in satisfaction of that debt, and the property conveyed is to be sold and disposed of by the said Nicholas Hobson Matthew Watson & William P. Brown or the Survivors or Survivor of them according to the direction of the said Planters Bank & for its sole use & benefit. In Witness Whereof we have hereunto set our hands and affixed our seals on the day and date herein before mentioned.

H. M. Heill Seal
 Margaretha E. Heill Seal

State of Tennessee Personally appeared before me John Catron an associate Justice of the
Sevier County Supreme Court of the United States the above named Henry R. M. Hill and
Margaretta E. his wife with whom I am personally acquainted who acknowledged that they
severally signed sealed delivered the foregoing deed on the day and year therein mentioned as
their act & deed. And I also certify that the said Margaretta E. Hill wife of the said H. R.
M. Hill was privately examined by me apart from her husband, and 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 & seal this seventh day of September
A.D. One thousand eight hundred & forty,
J. Catron

Sevier County Sheriff Received for Record & Recorded 10th November 1840

Deed
Wm. F. Muller. This Indenture made and entered into this 9th day of
November Anno Domini One thousand eight hundred and forty. Between Samuel
Hearshie Sheriff of Madison County, Mississippi of the first part, and William F.
Muller of the second part, Witnesseth that whereas Judgment was rendered by the
Circuit Court of the County of Madison aforesaid against Benjamin Williams
John Gooch in the following case viz. at the October Term 1836 of said Court as
aforesaid to wit. G. Marshall vs. said Williams & Gooch for the sum of eight
hundred & sixty one dollars and six Cents, with interest at the rate of eight per
Cent per annum, from date until paid and Cost of suit, and whereas writ 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, Censels and tenements of the aforesaid Williams & Gooch he should
Make the sum of Money mentioned in said Writ of Fieri facias, to render to the said
Plaintiff at the November Term A.D. 1840 of said Court, and the said Sheriff in
obedience of the Command of said Writ proceeded on the 9th day of July A.D. 1840 to take
the aforesaid Writ of Fieri facias on the following described tract or parcel of land
as the property of the said defendant Gooch lying and being in the County of
Madison aforesaid known as follows to wit, One lot or parcel of ground
lying being in Madisonville Town, Madison County, Mississippi to wit beginning
at the North West Corner of the lot on Lafayette Street in the aforesaid Town
belonging to R. J. Hunter, thence running 65 feet by 2 with the said Lafayette
Street, thence running 250 feet back to Tecumseh Street in said Town, thence
thence 65 feet to said R. J. Hunters lot, by 2 with said Tecumseh Street, thence
with a right line to the Beginning, Containing by estimation $\frac{1}{2}$ ac.
be the same More or less. And the said Sheriff proceeded to advertise the same
to be sold by putting the same at the Court house door in the Town of Canton
Mississippi previous to the 17th day of August. A.D. 1840 and in the Madison
a public Newspaper printed in the Town of Canton Miss. the aforesaid Court
sale at the Court house door in the Town of Canton aforesaid, and the said
Hearshie Sheriff aforesaid, also proceeded on the 17th day of August A.D. 1840
the same for sale at the Court house door aforesaid to the highest bidder to
said William F. Muller aforesaid and bid Ten dollars which was

any other person did or would bid; Now therefore, for the Consideration of the aforesaid sum of Ten Dollars to me in hand paid, the receipt of which is hereby acknowledged, I Samuel Hamblin Sheriff as aforesaid by virtue of the authority vested in me as Sheriff do hereby bargain, sell and Convey to the aforesaid Walker all the right title interest and Claim of the aforesaid Gouch in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereto belonging or in any way appertaining, to have and to hold the same forever from the said John S. Gouch his heirs Executors and administrators.

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

The State of Mississippi

Samuel Hamblin Sheriff

Madison County, ss) Personally appeared before me John S. Hammon 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 year and for the purposes therein specified as his act and deed as Sheriff of said County,

Done under my hand and seal of Office at Canton this 10th Day of November A.D. 1840

Seal

v v v

John S. Hammon Clerk

Samuel Hamblin Sheriff Received for Record 10th Recorded 11th November 1840:

And

Maria D. Simmons This deed was made and entered into the 19th day of October Anno Domini one thousand eight hundred and forty Between Samuel Hamblin Sheriff of Madison County Mississippi of the first part and Maria D. Simmons of the second part, Whereas that a certain Judgment was rendered by the Circuit Court of the County of Madison aforesaid, and against John S. Sherrod in the following Case, viz; at the Special Term 1840 of said Court as aforesaid to wit Bennett R. Tuley for the use of Summary Writ for \$3337^{7/10} dollars 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 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 John S. Sherrod in Cause to be made the sum of money mentioned in said Writ of Fieri facias to render to the said Plaintiff within the next Term A.D. 1840 of said Court, and the said Sheriff in Conformity of the command of said Writ proceeded on the 17th day of Sept 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 said Defendant, J. S. Sherrod lying and being in the County of Madison aforesaid known as follows to wit, the East half - the North East quarter of Section 19. Township 9. of Range 5 East. Containing by estimation 80 acres be the same more or less, and the said Sheriff proceeded to advertise the same according to Law by posting the same at the Court House door in the Town of Canton for thirty days previous to the 19th day of October A.D. 1840 and in the Madison Whig Advocate a public

news paper printed in the Town of Canton Miss. the aforesaid land for
 the Court house door in the Town of Canton aforesaid, and the said James
 Sheriff as aforesaid, also proceeded on the 19th day of October A.D. 1840 to
 the same for sale at the Court house door aforesaid to the highest bidder
 and M. S. Simmons appeared and bid two dollars and 12 1/2 cents per acre
 which was more than any other person did or would bid. Now therefore for
 in Consideration of the aforesaid sum of two dollars and 12 1/2 cents per acre
 now in hand paid, the receipt of which is hereby acknowledged, J. James
 Humberlin Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff
 do hereby bargain sell and convey to the aforesaid M. S. Simmons all the rig-
 title, interest and claim of the aforesaid John L. Sherrod 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
 ever from the said John L. Sherrod, 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.

The State of Mississippi
 Madison County ss Personally appeared before me John H. Garrison Clerk of
 Probate Court of said County James Humberlin who acknowledged that he signed
 sealed and delivered the within deed on the day and year and for the purpose
 therein specified as his act and deed as Sheriff of said County.

Given under my hand and seal of office at
 this 10th Day of November A.D. 1840
 John H. Garrison Clerk

Said James Humberlin Sheriff received for Record 21st October & Recorded 12th November 1840

Darius Healey This Indenture, made and entered into this nineteenth day of
 October Anno Domini one thousand eight hundred and forty, Between James Humberlin Sheriff
 Sheriff of Madison County Mississippi of the first part, and Darius Healey
 second part, Witnesseth that whereas Judgment was rendered by the
 of the County of Madison aforesaid, against William de Fleming, D. Healey &
 Richardson et al. in the following case viz at the May Term 1838 of said Court
 R. C. Wetmore & Co vs. William de Fleming, David W. Healey for \$366.62 and in the follow-
 case in the Circuit Court of Madison County at the January Term 1840 of said Court
 Ant Carpenter vs. Richard vs. John E. Richardson, Term 3rd March David W. Healey
 claim to. Healy of Miss & Alabama R. R. Company for \$197.30 with interest at the
 rate of eight per cent per annum from date until paid and cost of suit, and
 various writs of Fieri facias issued from the office of the Clerk of said Circuit Court of
 said, directed to the Sheriff of Madison County aforesaid, commanding him to
 of the goods and Chattels lands real tenements of the aforesaid Defendant
 he came to be made the sum of Money mentioned in said writs of Fieri facias
 to render to the said Plaintiffs at the October Term of the Madison Circuit Court
 Nov^r Term A.D. 1840 of Madison Circuit Court and the said Sheriff in compliance
 of the Command of said writ proceeded on the 16th Day of September 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 David M. Healey lying and being in the County of Madison aforesaid known as follows to wit, section line except E 1/2, N 6 1/4, N 6 1/4 & N 1/2 N. W. 1/4; 1/2 of section 2, E 1/2, N. 6 1/4 section 3, also section 11 & 12, Lots No 1, 2, 3, 4, 5 & 6, section 13, N 1/2, N 1/2, & E 1/2 N. W. 1/4, and the East 1/2 of section 14, Lot No 1 section 2 & 3 Lot No 2, sec 24, Township 7, Range 3 East, also 1/2 of Lot 5 sec 6, Lot No 2 & 4 sec 7, Lot No 4 sec 18 Township 7 north of Range 3 East, containing by estimation 4114 3/4 acres be the same more or less, and the said Sheriff proceeded to advertise the same for thirty days previous to the 19th day of October A.D. 1840 in the Madison Daily 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 Sheriff Samuel Heamblin Sheriff, as aforesaid, also proceeded on the nineteenth day of October A.D. 1840 to offer the same for sale at the Court house door aforesaid, to the highest bidder for cash and Burrough Healey appeared and bid five 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 five Cents per acre to me in hand paid, the receipt of which is hereby acknowledged, I Samuel Heamblin Sheriff as aforesaid by virtue of the authority vested in me as Sheriff, do hereby, bargain sell and convey to the aforesaid Burrough Healey all the right, title interest and claim of the aforesaid David M. Healey in and to the aforesaid tract or parcel of land, together with all and singular the appurtenances therunto belonging, or in any wise appertaining To Have and to hold the same forever from the said David M. Healey or his heirs Executors and administrators.

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

The State of Mississippi

Samuel Heamblin Sheriff seal

Madison County, 20 Personally appeared before me John J. Cameron Clerk of the Probate Court of said County Samuel Heamblin 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 of said County.

Given under my hand and seal of Office at Canton this 22nd day of October A.D. 1840

John J. Cameron Clerk

James M. Baker Received for Record & Recorded 13th November 1840

Deed State of Mississippi Madison County

M. S. McKie Know all men by these presents that we James M. Baker and Martha Baker the wife of the said James M. Baker in the County and State aforesaid in consideration of two thousand dollars in hand paid by M. S. McKie of the County and State aforesaid have granted, bargained sold and released and by these presents do grant, bargain sell and release unto the said M. S. McKie all and singular the following parcel of land lying and being in the County and State aforesaid and known and designated as the East half of the north west fourth of section thirty four, and the East half of the south west fourth of section twenty seven of Township Ten Range four East, containing one hundred and sixty acres more or less, together with all and singularly the rights, benefits, and appurtenances to the said premises belonging or in any wise incident or

affirming, To have and to hold all and singular the premises before mentioned unto the said M. S. McKie his heirs and assigns forever, and we do hereby bind ourselves our heirs Executors and administrators to warrant and forever defend all and singularly the said premises unto the said M. S. McKie his heirs and assigns against us and our heirs and assigns and every person whatsoever lawfully claiming the same or any part thereof. Witness our hands and seals this tenth day of October 1840

James M. Baker Seal
Martha Baker Seal

The State of Mississippi
Madison County } Personally came before the undersigned an acting Justice of the Peace in & for said County of Madison J. M. Baker & Martha Baker his wife who acknowledged that they signed sealed & delivered the foregoing deed as their own act & deed the day & year written; and the said Martha Baker declared that she relinquished her right to dower without fear threat or coercion of her said husband Given under my hand and seal this 10th day October 1840
O. H. P. Davis J. P. Seal

M. S. McKie Received for Record & Recorded 12th November 1840.

Deed } State of Mississippi
Madison County } We M. Gilmer } Know all men by these presents that we M. S. McKie and Margaret McKie wife of the said M. S. McKie of the County and State aforesaid in consideration of four thousand dollars in hand paid by Horace M. Gilmer of Esquire County and State aforesaid have granted, bargained sold and released and by these presents do grant bargain sell and release unto the said Horace M. Gilmer all and singular the following parcel of land lying and being in the County and State aforesaid and known and designated as the East half of the North West fourth of section thirty four and the East half of the South West fourth of section twenty seven Township ten Range four East. Containing One hundred and fifty acres more or less together with all and singular the rights tenements and appurtenances to the said premises belonging or in any wise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said Horace M. Gilmer his heirs and assigns forever, and we do hereby bind ourselves our heirs Executors and administrators to warrant and forever defend all and singularly the said premises unto the said Horace M. Gilmer his heirs and assigns against ourselves our heirs and assigns. Witness our hands and seals this tenth day of November 1840.

M. S. McKie Seal
Margaret McKie Seal

The State of Mississippi
Madison County } Personally appeared before me O. H. P. Davis an acting Justice of the Peace in & for said County the foregoing named M. S. McKie and Margaret McKie his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day & year therein mentioned as their act and deed, and the said Margaret being by me examined separate and apart from her said husband acknowledged that she signed the same freely voluntarily without fear threat or coercion of her said husband. Given under my hand and seal this day of November 1840
O. H. P. Davis

Said Heamblin Sheriff Received for Record 21st October & Recorded 14th November 1840

Tho. J. Scott } This Indenture made and entered into this nineteenth day of
 October Anno Domini one thousand eight hundred and forty, between Samuel
 Heamblin Sheriff of Madison County Mississippi of the first part, and Tho. J. Scott
 of the second part, witnesses that whereas Judgement was rendered by the
 Circuit Court of the County of Madison aforesaid, against M. P. Anderson in the
 following case viz; at the November Term 1838 of said Court, to wit. Everett Lewis vs
 of Chas. J. Marks Parties of the form of a Silverberg vs for \$1123.⁰⁰ and at the Special
 January Term 1840 to wit. Everett Lewis vs M. P. Anderson & William Montgomery
 for \$1142.⁵⁰ 1000 Private by Newman vs William P. Anderson for \$200.81. dollar
 William M. Lupton vs same for \$136.20. & H. Scudder vs same for \$190.42 with inter
 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 said 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 M. P.
 Anderson et al the sum 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 27th day of July 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 Anderson lying and being in the County of Madison aforesaid known
 as follows. The N¹/₂. S¹/₄. of Section 34 Township No 12 North of Range 5 East & E¹/₂
 S¹/₄ of section No 33 Township 12 North of Range 5 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 19th day of October 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 Heamblin Sheriff as aforesaid also proceeded on the 19th day of October A.D.
 1840 to offer the same for sale at the Court house door aforesaid to the highest bidder
 for Cash and Tho. J. Scott aforesaid did bid One dollar 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 per acre to me in hand the receipt of which is
 hereby acknowledged. I Samuel Heamblin Sheriff as aforesaid by virtue of the
 authority vested in me as Sheriff, do hereby bargain sell and convey to the aforesaid
 Tho. J. Scott all the right title interest and claim of the aforesaid M. P. Anderson in and
 to the aforesaid tract or parcel of land, together with all and singular the appurten-
 ances thereto belonging or in any wise appertaining. To Have and to hold the same
 forever from the said M. P. Anderson & his heirs Executors and Administrators

In testimony Whereof I have hereunto set my hand and affixed my seal this day and year first written,

The State of Mississippi
Madison County so

Samuel Heamblin Sheriff

Personally appeared before me John J. Harrison
Clerk of the Probate Court of said County Samuel Heamblin who acknowledged
signed sealed and delivered the within deed on the day and first
 therein specified as his act and deed as Sheriff of said County

Given under my hand and seal of Office at Canton this 2nd day of October A.D. 1840

Seal

John W. Hammon Clerk

Mr. Wm. Govin Marshal Received for Record 2nd of Recorded 16th November 1840
Dud

John M. Elder This Indenture made and entered into the fourth day of May in the year of our Lord one thousand eight hundred and forty between William M. Govin Marshal of the Southern District of Mississippi of the one part and John Martin Elder of the other part Witnesseth that whereas a writ of Fieri Facias was issued from the Circuit Court of the United States for the District of Mississippi directed to the said Marshal, at the suit of William M. Lambeth and William E. Thompson Merchants trading under the firm of Lambeth & Thompson in New Orleans against the goods and Chattels, lands and tenements of James M. Gill, John G. Middleton, James B. Hingley and Thomas S. Hornet for the sum of fifteen thousand four hundred and three dollars and eighty three Cents, which said writ of Fieri Facias was levied on the plantation on which Samuel Bingley formerly lived, which was conveyed to William Pershey by said Bingley, bounded on the South East by the lands formerly owned by James M. Baker, conveyed by said Baker to Lucius Polk and Lucius S. Polk, and on the North West by the lands formerly owned by Dr. Marshall, then by A. H. Perkins, and now by J. F. Crook, and on the North East by William Smith and Samuel B. Bivins containing in all three hundred and twenty acres more or less. This land is more particularly described as follows: - $N \frac{1}{2}$ $N \frac{1}{4}$ Sec 4, T. 9, R. 4, E. - $N \frac{1}{2}$ $S \frac{1}{4}$ Sec 33, T. 10, R. 4, E. $E \frac{1}{2}$ $S \frac{1}{4}$ Sec 32, T. 10, R. 4, E. $S \frac{1}{2}$ $S \frac{1}{4}$ Sec 33, T. 10, R. 4, E. with the appurtenances, as the Circuit Court and tenements of the above named defendant Samuel Bingley, 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 Fieri Facias on the fourth day of May 1840, between the hours of eleven o'clock A.M. and four o'clock P.M. said day at the Court house of said County of Madison did at the same time a place offer said premises for sale at Public auction, and the said John M. Elder party of the second part, then and there appeared and bid for the premises the sum of fourteen hundred and fifty dollars, which said sum was more than any other person offered, and bid for the same whereupon the said premises were struck off to the said John M. Elder he being the highest and best bidder therefor. Now the Indenture Witnesseth that the said William M. Govin Marshal as aforesaid for and in consideration of the premises and of the said sum of fourteen hundred and fifty dollars to him the said Marshal in hand well and truly paid by said John M. Elder at and before the sealing and delivery hereof he receipt whereof is hereby acknowledged, both this day granted, bargained, sold, aliened, conveyed and by these presents doth grant, bargain, sell, alien and convey unto the said John M. Elder his heirs and assigns forever all and singular the before described premises together with all appurtenances thereunto in any way appertaining. To Have and to hold the said premises and appurtenances, and all the right, interest, title or claim both at law and in equity of him the said Samuel Bingley the above named defendant of, in or to the premises unto the said John M. Elder and his heirs and assigns forever.

In Witness Whereof the said William M. Govin Marshal as aforesaid

with his hand and seal the day and year first above written
 State of Mississippi
 High Court of Errors and Appeals
 Personally appeared before me R. A. Patrick Clerk
 of said Court the within named Wm. M. Gevin whose name is signed to the within
 deed & acknowledged that he signed sealed & delivered the same on the day & year
 therein mentioned and for the purposes therein expressed as his act and deed.
 Given under my hand and seal of said Court this
 3rd day of July A.D. 1840
 R. A. Patrick clk

Said Deed Received for Record 22nd October & Recorded 16th November 1840

John E. Duke } This Indenture made and entered into in fifth day
 of May Anno Domini One thousand eight hundred and forty between Samuel
 Heamble, Sheriff of Madison County, Mississippi, of the first part, and John E. Duke
 of the second part, Witness that whereas a judgment was rendered by the
 Circuit Court of the County of Madison aforesaid, against Robert W. Henning
 in the following case viz; at the October Term 1838 of said Court to wit: Sixth Mid-
 day of Oct. 1838. R. W. Henning vs. George S. & Christopher for the sum of seven hundred &
 twenty one 5/100 dollars with interest at the rate of eight per cent per annum
 from date, until paid and cost of suit, and various writs of Fieri facias issued
 from the office of the Clerk of said Circuit Court aforesaid, directed to the Sheriff
 of Madison County aforesaid, commencing him that of the goods and Chattels
 lands and tenements of the aforesaid R. W. Henning he came to be made the sum
 of Money mentioned in said writ of Fieri facias to be due 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 day of 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 Mad-
 ison aforesaid known as North 1/2 of Section twenty one, Town 11 Range
 3 East, containing by estimation 300. acres be the same more or less, and the
 said Sheriff proceeded to advertise the same for thirty days previous to the 6th 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 Heamble Sheriff as aforesaid
 also proceeded on the fifth 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 E. Duke
 appeared and bid one Cent per acre which was more than any other per-
 son did or would bid, Now therefore, for and in consideration of the aforesaid
 sum of one Cent per acre to me in hand paid, the receipt of which is
 hereby acknowledged, I Samuel Heamble Sheriff as aforesaid by virtue
 of the authority vested in me as Sheriff, do hereby bargain sell and convey
 to the aforesaid John E. Duke all the right title, interest and claim of the
 aforesaid R. W. Henning in and to the aforesaid tract or parcel of land to-
 gether with all and singular the appurtenances thereto belonging

and any other aspecting, to have and to hold the same forever from
the said R.M. Kennon his heirs Executors and administrators
In testimony whereof I have hereunto set my hand and affixed
my seal the day and year first written;

The State of Mississippi
Madison County ss) Personally appeared before me John S. Cameron Clerk of the Probate
Court of said County Samuel Hearn who acknowledged that he signed sealed and
delivered the within and 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 22nd Day of October A.D. 1840
John S. Cameron Clerk

Seal

Mesley Drums Received for Record & Recorded 16th November 1840

Bill Sale } State of Mississippi
Mary Hodges } Madison County } I now all men by their presents that Mesley
Drums of the County & State aforesaid for and in Consideration of the sum of
fifteen hundred dollars to me in hand paid by Mary Hodges of same
County Alabama at and before the sealing of these presents the receipt whereof
herby acknowledged have bargained sold and delivered & do by these presents
hereby sell and deliver to the said Mary Hodges a certain Negro man
named Perkins a Blacksmith by trade of black complexion about twenty
nine years of age. The said Negro Perkins I hereby warrant sound in
body & mind. And I hereby Covenant for myself & my heirs to & with the
said Mary Hodges her heirs & assigns that I will forever warrant and
defend the title to said Negro against any & all lawful Claims or titles.

In testimony whereof I have hereunto set my hand & seal the
15th Nov 1840

The State of Mississippi
Madison County ss) Personally appeared before me John S. Cameron Clerk
of the Probate Court of said County Mesley Drums who acknowledged that he
signed sealed and delivered the foregoing Bill of Sale on the day and year
and for the purposes therein specified as his act and deed.

Given under my hand and seal of Office at
Canton this 16th Day of November A.D. 1840
John S. Cameron Clerk

Seal

Samuel Hearn Sheriff Received for Record & Recorded 16th November 1840

Deed
G. J. Bennett } This Deed was made and entered into this 14th Day of
November Anno Domini one thousand eight hundred and forty between Samuel
Hearn Sheriff of Madison County Mississippi of the first part and Christopher
Bennett of the second part. Witness that whereas Judgment was rendered
by the Circuit Court of the County of Madison aforesaid and against Albert
Bennett in the following Cases viz at the May Term 1838 of said Court as
said J. Mt. Mrs. Royce use of G. vs. A. G. Bennett for 425.27/100. also at

February Term 1839 Quo Warranto use of \$105. A. G. Bennett and Chas. M. Allen for \$155 or 1000 dolls. with interest at the rate of eight per cent per annum, from date until paid and Cost of Suit, and aliamas. Mito 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 Albert G. Bennett he Cause to be made the sum of money mentioned in said Mito of Fieri Facias to render to the said Plaintiff at the November Term A.D. 1840 of said Court, and the said Sheriff in Conformity of the Command of said mit. proceeded on the 31st day of October A.D. 1840 to levy the aforesaid mit of Fieri facias to the following described tract or parcel of land as the property of the said Defendant Bennett, lying and being in the County of Madison aforesaid known as follows E 1/2 of N E 1/4 of Section 30, E 1/2 N E 1/4 of Section 30 N 1/2 N 1/4 of Section 29, E 1/2 N W 1/4 Section 32, E 1/2 S W 1/4 Section 29 N 1/2 N W 1/4 of Section 32. all in Township 9 Range two East. Containing by estimation 480 acres, be the same more or less. and the said Sheriff (notice of regularly advertising the above described land was waived by the Defendant A. G. Bennett) proceeded on the 14th day of November A.D. 1840 to offer the same for sale at the Court house door in the Town of Canton to the highest bidder for Cash, and C. L. Bennett by his agent G. M. Mott appeared and bid 56 1/4 Cents per acre which was more than any other person did or could bid. Now therefore for the Consideration of the aforesaid sum of 56 1/4 Cents per acre to and in hand paid, the receipt of which is hereby acknowledged I Samuel Hamblin Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff do hereby bargain, sell and convey to the aforesaid C. L. Bennett all the right title interest and Claim of the aforesaid A. G. Bennett 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 A. G. Bennett his heirs Executors and Administrators.

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

The State of Mississippi
 Madison County ss) Personally appeared before me John S. Hammon 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 herein specified as his act and deed as Sheriff of said County.

Given under my hand and seal of Office at Canton this 16th day of November A.D. 1840
 John S. Hammon Clerk



Chas. J. Seaton (Clerk) Received for Record 23rd October Recorded 17th November 1840

W. A. Lawson This Indenture made and entered into the thirteenth day of October Anno Domini one thousand eight hundred and forty between Charles Seaton Coroner of Madison County, Mississippi of the first part, and Hugh A. Lawson of the second part witnesseth that whereas, Indenture was made

by the Circuit Court of the County of Madison aforesaid against Samuel Heumblin in the following case. viz: at the October Term 1838 of said Court for the sum of Eight hundred and eighty dollars twelve and one half Cents including damages and Costs favor of Henry M. Watson & Benjamin L. Phillips, and against said Heumblin, as found on said Judgment, and the same was levied upon forth coming bond given by John H. Bishop & John Cooper as sureties, with interest at the rate of eight per cent per annum on eight hundred dollars part thereof, from date until paid and Costs paid, and Writs of Fieri facias issued from the office of the Clerk of said Court aforesaid, directed to the Coroner of Madison County aforesaid Commanding that of the goods and Chattels, lands and tenements of the aforesaid Samuel Heumblin Bishop & Cooper be 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 A.D. 1840 of said Court, and said Coroner in conformity of the Command of said writ proceeded on the 17th day of September 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 Heumblin lying and being in the County of Madison aforesaid to wit, one house and lot in a Town of Camden containing about ten acres known as the house and lot formerly occupied by said Heumblin and kept as a tavern, also the South West fourth Sec. 25 of the North East fourth Section 26, and the East half of the South East fourth Section 23, all in Township No 11 of Range four East, containing by estimation four hundred & ten acres, be the same more or less, and the said Coroner proceeded to advertise the same for thirty days previous to the 19th day of October A.D. 1840 in the Madison Albion 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 Charles S. Charles Coroner as aforesaid, also proceeded on the nineteenth day of October A.D. 1840 to offer the same for sale at the Court house door aforesaid to the highest bidder for cash, and W. A. Lawson appeared and bid twenty one dollars for the house & lot, and fifty three Cents per acre for the land which was more than any other person did or would bid, Now therefore for and in consideration of the aforesaid sum of two hundred & thirty three dollars & fifty Cents the amount for which said house & lot and said land sold, to me in hand paid the receipt of which is hereby acknowledged, I Charles S. Charles Coroner as aforesaid, by virtue of the authority vested in me as Coroner do hereby bargain, sell and convey to the aforesaid Henry M. Watson all the right, title interest and Claim of the aforesaid Samuel Heumblin or end 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 Samuel Heumblin his heirs executors and Administrators

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

The State of Mississippi
 Madison County ss I personally appeared before me John H. Cameron Clerk of the Probate Court of said County Charles S. Charles who acknowledged that he signed sealed and delivered the within deed as the deed and for the purposes therein specified as his act and deed as Coroner of said County,

Given under my hand and seal of Office at Canton this 28th day of October A.D. 1840

John H. Cameron Clerk

Escal

Alex. Moore y wife Received for Record 24th October y Recorded 17th November 1840.

And { The State of Mississippi }
Charles Moore { Madison County } Know all men by these presents that we
Alexander Moore y Caroline L. Moore of the state of Mississippi y Madison County
for y in Consideration of the sum of One hundred dollars to us in hand paid before
the signing of this deed, the receipt is hereby acknowledged, we have granted bargained
sold and delivered unto Charles Moore the following tract of land Lot No 4 of Sect 8
To 8. R. 4 East containing 79,94/100 acres and the land we warrant y defend from our
heirs Executors administrators y assigns from all y every person or persons whatsoever
unto the said Charles Moore his heirs or assigns,

Given under our hands y seals this 23rd October 1840

Alexander Moore Seal
Caroline L Moore Seal

The State of Mississippi }
Madison County } This day Personally appeared before me the undersigned
Justice of the Peace for said County Alexander Moore who acknowledged that
he signed sealed y delivered the within deed for the Consideration therein, at the
same time I have examined his wife Caroline L. Moore separate and apart
from her husband who acknowledged that she signed sealed y delivered the
within deed as her voluntary act and deed without fear threats or compulsion
from her husband,

Given under my hand y seal this 23rd day of
October 1840

J. J. J. The. O. McDonald Seal

Garrett Goodloe Received for Record 26th October y Recorded 17th November 1840.

And

Alex. M. Goodloe This Indenture made and entered into this 23rd day of October
in the year of our Lord One thousand eight hundred and forty between Garrett Good-
loe and Rebecca L Goodloe of the first part, and Alexander M. Goodloe of the
second part both parties being of Madison County and State of Mississippi. Witnesseth
that for and in Consideration of the sum of fifteen hundred dollars to the said
first party in hand paid the receipt is hereby acknowledged have
given granted bargained and sold and sell unto the said party of the second
part, to his heirs and assigns their half undivided interest in a certain lot
or parcel of land situated lying and being in the County and State aforesaid
and designated as the South East quarter of Section 28 Township 8 Range 1 East
containing One hundred and fifty nine and 50/100 acres, also, also the half of the
North West quarter of Section 33. Township 8 Range 1 East containing Seventy
nine acres and 9/100 together with all the rights, privileges and benefits
thereunto belonging or in any wise appertaining, and also all the estate, right
title, interest, property and demand whatsoever of the said party of the first
part in Law or Equity of the same, do here and to hold the said lot or par-
cel of land herein before mentioned unto the said Goodloe party of the second
part his heirs and assigns forever, and the said party of the first part do
covenant and agree with the said Goodloe of the second part his heirs
and assigns by these presents that the said party of the first part will
warrant and forever defend the above mentioned tract or parcel of land

or so intended to be with the said Goodloe of the second part his heirs and assigns against the claim of all and every person or persons lawfully claiming from or under the said party of the first part shall and will serve warrant and defend

in testimony whereof the said party of the first part have hereunto set their hands and affixed their seal the day and year first above written,

In the presence of R. Sledge
The State of Mississippi
Madison County

Garrett Goodloe Seal
Rebecca L. Goodloe Seal

Personally appeared before me William D. Stewart acting Justice of the Peace in and for said County Garrett Goodloe Rebecca L. 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 Rebecca L. Goodloe acknowledged that she signed the same without persuasion fear or threats from her said husband freely.

Given under my hand and seal this 23rd day of October 1840

Wm D Stewart, J.P. Seal

Said Return duly Received for Record 27th October & Recorded 17th November 1840

Samuel Bishop. This instrument made and entered into this 19th day of October Anno Domini One thousand eight hundred and forty between Samuel Heimblich Sheriff of Madison County Mississippi of the first part, and George S. McLawson & John M. Bishop of the second part. Alleging that all heretofore judgment was rendered by the Circuit Court of the County of Madison aforesaid and against Presley Johnson in the following cause viz; at the special term Term 1840 of said Court, as aforesaid, to wit; P. B. Pope, Trustee vs. Presley Johnson for \$17⁵⁰/₁₀₀ and John M. Mayo vs. Same for \$244⁰⁰/₁₀₀ 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 Presley Johnson, in the 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 said Sheriff in conformity of the Command of said writs, proceeded on the 19th 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 said defendant Presley Johnson lying and being in the County of Madison aforesaid. To-wit as follows: To-wit; West half of the N. E 1/4, E 1/2 S.W. 1/4, and N 1/2 of the S. E 1/4 of Section No 21 T. 12. N. 12. North of Range 4. East, containing by estimation 240 acres be there more or less, and the said Sheriff proceeded to advertise the same according by posting the same at the front house door in the Town of Canton for 40 days previous to the 19th day of October A.D. 1840, and in the Madison Advocate, a Public Newspaper printed in the Town of Canton Miss. the said land for sale at the Court house door in the Town of Canton aforesaid and the said Samuel Heimblich Sheriff as aforesaid also proceeded on the 19th day of October A.D. 1840 to offer the same for sale at the Court

House door aforesaid to the highest bidder for Cash. and S. A. Lawson of St. Louis
 of aforesaid and bid fifty 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 fifty Cents per acre to me in hand paid the receipt of which is hereby
 acknowledged S. Samuel A. Hamblin Sheriff as aforesaid, by virtue of the authority
 vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Lewis
 of Bishop all the right, title, interest and Claim of the aforesaid Prady John-
 son in and to the aforesaid tract or parcel of land together with all and singu-
 lar the appurtenances thereto belonging or in any wise appertaining. To have
 and to hold the same forever from the said Prady Johnson his heirs Executors
 and administrators; In testimony whereof, I have hereunto set my
 hand and affixed my seal the day and year first written.

The State of Mississippi

Samuel Hamblin Sheriff

Madison County as Personally appeared before me John S. Garrison Clerk of
 the Probate Court of said County Samuel Hamblin who acknowledged that
 he signed sealed and delivered the within and 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 27th Day of October A.D. 1840

John S. Garrison Clerk

S. S. Sample Received for Record 27th October Recorded 17th November 1840

Bill sale
 Susannah Sample Received of Susannah Sample twelve hundred & fifty nine dollars
 eighty seven Cents in Consideration of the following Negroes viz. George aged about forty
 Pacey about the same age, Susan Elvora Isaac ten, Martha Ann eight, Matilda four
 Elizabeth three Frances two & the youngest Child of George & Pacey about three months
 old. all of which slaves are hereby conveyed to the said Susannah Sample was-
 ranted to be sound in body & mind. the title of the same & hereby warrant & defend
 to the said Susannah Sample. August 12th 1838.

Test A. B. Minton, Notary Public

S. S. Sample

State of Tennessee Personally appeared before me Andrew McElhattan Clerk of
 Sumner County the County Court of said Sumner County S. S. Sample the above
 bargainor with whom I am personally acquainted and who acknowledged the
 execution of the above Bill of sale to be his act and deed and for the
 herein contained;

Witness my hand at office this 28th Day
 September 1840

Andrew McElhattan Clerk of
 County Court;

State of Tennessee
 Sumner County I John L. Bugg Register of said Sumner County do
 that the above bill of sale and probate are duly registered and of
 my office in Book Ist page 70. this 28th day of September 1840.

John L. Bugg
 Register

State of Tennessee
 Sumner County I Andrew McElhattan Clerk of the County Court
 County do hereby Certify that John L. Bugg whose name appe-

Register of said Sumner County, In testimony whereof I have hereunto set my hand and affixed the seal of Office at Office in Gallatin this 28th day of September 1840

Seal

Andrew McElhattan Clk of Sumner County Court,

State of Tennessee
Sumner County } I Elijah Boddie Chairman of the County Court of said Sumner County do hereby Certify that Andrew McElhattan is Clerk of said Court and that his foregoing attestation is in due form of Law.

Given under my hand and seal on this 28th day of September A.D. 1840

V V

Elijah Boddie Chair
of S. C. Court Seal

Esse Brown Received for Record y^e record 18th November 1840

Seal

A. M. Foote This Indenture made this eighteenth day of November A.D. One thousand eight hundred and forty between Esse Brown of Madison County Mississippi of the first part, and Augustus M. Foote of Clinton County Mississippi of the second part, Witnesseth that the said Esse Brown for and in consideration of the sum of Twenty dollars to him in hand paid by the said A. M. Foote, of the second part, the receipt whereof is hereby fully acknowledged, and the said Foote thereupon fully acquitted and forever discharged both granted, bargain, sold, aliened and conveyed, and by these presents doth, grant, bargain, sell alien, convey and confirm unto the said A. M. Foote his heirs and assigns forever a certain tract or parcel of land containing forty acres More or less, Situate and being in the County of Madison aforesaid and designated and known as the South half of the West half of the North West quarter of Section Fifteen Township Eleven North Range Three East, and being the same land purchased by said Brown at the sale under Execution made by Samuel Hamilton Sheriff of Madison County on the 17th day of August A.D. 1840, evidenced by the Seal of Conveyance from said Sheriff to said Brown dated 17th Day of August 1840, duly registered in the Probate Court Clerks office of said Madison County in Book No. page 125 & 126. To have and to hold the said tract or parcel of land and every part and parcel thereof, together with the tenements hereditaments and appurtenances thereto appertaining or belonging unto the said Augustus M. Foote his heirs and assigns forever. And the said Esse Brown for himself his heirs Executors and administrators hereby covenants and agrees to and with the said A. M. Foote his heirs and assigns that he said Brown his heirs or assigns shall and will defend, warrant and defend the said tract or parcel of land and every part and parcel thereof with the tenements hereditaments and appurtenances thereto appertaining unto the said A. M. Foote his heirs and assigns against all Claims of the said Esse Brown his heirs or assigns, and all and every other persons present or to Claiming or to Claim through by or under said Esse Brown his heirs or assigns. In Witness whereof the said Esse Brown hath hereto affixed his signature and seal at above written

and delivered in presence of us
Elijah Boddie
R. Allen

Esse Brown Seal

The State of Mississippi Personally appeared before me John H. Garrison Clerk Madison County ss) of the Probate Court of said County the above named Isaac Brown who acknowledged that he signed sealed and delivered the foregoing deed on the day and for the purposes therein specified as his act and deed.

Speal

Given under my hand and seal of Office at Canton this 18th Day of November A.D. 1840
John H. Garrison Clerk

Said Heamblin Staff Received for Record 27th October & Recorded 18th November 1840

Deed
R. M. Williamson. This Indenture made and entered into this seventh day of September Anno Domini one thousand eight hundred and forty, between Samuel Heamblin Sheriff of Madison County, Mississippi, of the first part, and Russell M. Williamson of the second part, witnesseth, that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against James Madison in the following case viz, at the Special Term Term 1840 of said Court, to wit Russell M. Williamson for \$10,054.48 1/2. Ten thousand fifty four ⁴⁸/₁₀₀ dollars with interest at the rate of eight per Cent per annum, from date until paid and Cost of suit and whereas writs of Condemnation, Venditioni Exponas issued from the office of the Clerk of said Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid, commanding him that of the goods and Chattels lands and tenements in such writs of Condemnation of the aforesaid James M. Madison he Cause to be made the sum of money mentioned in said writ of Condemnation, Vend. Exponas to render to the said Plaintiff at the Nov Term A.D. 1840 of said Court, and the said Sheriff in conformity of the Command of said writ, proceeded to advertise the hereinafter mentioned land for thirty days previous to the seventh day of September 1840 in the Madison Whig Advocate a Public Gazette printed in the Town of Canton Miss. to wit; E 1/2. N 1/4. S. 5. T. 8. R. 2. West of Lot No 7 sec 30. T. 7. R. 3. West, Lot 1 sec 1 T. 8. R. 3. N. 1/2. S. 6 1/4 sec 5 T. 8. R. 3. West. Lots 4 & 5 sec 31. T. 7. R. 2. West, containing by estimation acres, be the same more or less, and all of which the said Sheriff proceeded to advertise the same for thirty days previous to the seventh day of September 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 Heamblin Sheriff as aforesaid also proceeded on the seventh day of Sept. A.D. 1840 to offer the same for sale at the Court house door aforesaid, to the highest bidder for Cash, and R. M. Williamson appeared and bid \$25. Twenty five dollars for said land which was more than any other did or would bid. Now therefore for and in consideration of the aforesaid sum of five dollars for said land to me in hand paid the receipt of which is hereby acknowledged I Samuel Heamblin Sheriff as aforesaid by virtue of the authority as Sheriff do hereby bargain sell and convey to the aforesaid Williamson the interest and Claim of the aforesaid James Madison, in and to the aforesaid parcel of land, together with all and singular the appurtenances thereto in any wise appertaining So Have and to hold the same forever unto James M. Madison his heirs Executors and Administrators, In testimony whereof my hand and affixed my seal the day and year first written.

Said Name

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

Sealed

Given under my hand and seal of Office at Canton this 27th Day of October A.D. 1840
John J. Cannon Clerk

v v v

Wm. M. Green Marshal Received for Record 28th October Recorded 28th November 1840

Deed
Roger Lawson } This Indenture made and entered into this nineteenth day of October in the year of our Lord one thousand eight hundred and forty between William M. Green Marshal of the Southern District of Mississippi of the one part, and Roger Lawson of the other part, Witnesseth that by virtue of a writ of fieri facias lately issued from the Circuit Court of the United States for the District of Mississippi, directed to the said Marshal at the suit of John Martin, James Pleasant, Dennis Bradley and Hugh Wilson versus the firm of Martin Pleasant & Co., against the goods and Chattels, Lands and Tenements of Samuel Cumblin, John J. Cannon, John Cogler, and John D. Ellis, for the sum of seven hundred ninety five and three dollars & 83/100 cents, which sum of fieri facias was levied on the following described lands situated in the County of Madison, State of Mississippi (to wit) The East half of South West quarter and South half of the East half of & West half the North West quarter of Section twenty one Township Eleven Range four East, containing two hundred acres more or less with the appurtenances as the lands and tenements of the above named Defendant Samuel Cumblin, and the said Marshal having given thirty days notice that the above described land would be sold at public auction by the said writ of fieri facias on the 19th day of October 1840 between the hours of twelve A.M. and four P.M. of said day at the Court house of the County of Madison did at the same time and place offer said premises for public auction, and the said Roger Lawson party of the second part thereupon there appeared and bid for the premises the sum of fifty dollars, which bid was more than any other person offered or bid for the same, whereupon the said premises were struck off to the said Roger Lawson he being the highest and best bidder therefor, Now this Indenture Witnesseth that the said William M. Green Marshal as aforesaid, for and in consideration of the premises, and of the said sum of fifty dollars to him the said Marshal in hand well and truly paid by the said Roger Lawson, at and before the sealing and delivery thereof, has receipt taken of it, 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 Roger Lawson his heirs and assigns forever, all and singular the before described premises, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining, To Have and to hold the said premises, privileges and appurtenances, and all the right, interest, title or Claim both at Law and in Equity of the said Samuel Cumblin the above named defendant or to them come unto the said Roger Lawson his heirs and assigns forever.

In Witness whereof the said William M. Green

as aforesaid, hath hereto set his hand and seal the day and year first above
written.

Wm M. Gwin

Marshal of the Southern District of
Mississippi

State of Mississippi

Madison County } Personally appeared before me John H. Cook an acting
Justice of the Peace in and for Madison County and State aforesaid William
M. Gwin Marshal of the Southern District of Mississippi who acknowledged
that he signed sealed and delivered the within deed as his official act and
deed for the purposes therein mentioned,

Given under my hand and seal this 27th day of
October 1840

V V V

John H. Cook, J. P. Seal

This Grafton Received for Record October 28th & Recorded 19th November 1840
Deed

G. W. Grafton This Indenture made and entered into this twenty fifth day of
October A.D. 1840 Between Thomas Grafton and Mary Grafton his wife of the first part
and George W. Grafton of the second part all of the County of Madison and State
of Mississippi. Witnesseth that the said party of the first part for and in consid-
eration of the sum of five thousand dollars to them in hand paid by the said
party of the second part, at or before the sealing and delivering of these pre-
sents the receipt whereof is hereby acknowledged, have this day granted bargained
sold conveyed and by these presents do grant, bargain, sell, convey and con-
firm unto the said party of the second part, and to his heirs and assigns
forever, the following described tract or parcel of land situated lying and
being in the County of Madison and State of Mississippi to wit, the N 1/2 of section
twenty seven, the S.W. 1/4 of section twenty seven. The N.W. 1/4 and the South 1/2 of N.W. 1/4
of section twenty eight all in Township N° Eleven Range N° Three East. Also the
N 1/2 of N 1/2 of North West 1/4 of section 29 Township N° 11. and Range 3 East,
containing four hundred and sixty acres be the same more or less together with
all and singular the hereditaments and appurtenances thereto belonging or in
any wise appertaining. To Have and hold the above described premises with the
appurtenances unto the said party of the second part, his heirs and assigns forever
And the said party of the first part for themselves their heirs Executors and
Administrators do hereby Covenant and agree and with the said party of
the second part his heirs Executors and Administrators and assigns that they
will and their heirs shall warrant and defend the title to the above de-
scribed premises unto the said party of the second part his heirs and assigns
his heirs of firm and against the Claims of themselves their heirs and
against the Claims either lawful or equitable of all and every person or
persons whatsoever claiming or to claim the same or any part thereof forever by these
presents.

In testimony whereof the said party of the first part
have hereto set their hands and affixed their seals this day and year first
above written.

Thomas Grafton Seal
Mary Grafton Seal

The State of Mississippi
Madison County

Personally appeared before me John H. Cook J. P. in

for said County the above named Thos Grafton and Mary Grafton his wife acknowledged that they signed sealed and delivered the foregoing deed on the and for the purposes therein mentioned as their act and deed, and Mary of said Thomas Grafton on a private examination separate and apart from husband acknowledged that she signed sealed and delivered said deed as voluntary act and deed freely and of her own accord and without any compulsion from her husband.

Given under my hand this 28th day Oct 1840
Thos R. Mather M.P.

vvv

Isaac N. Selser Received for Record 28th Octob^r Recorded 20th Novembe 1840

Deed

This Indenture made and entered into this 26th day of October 1840 between Isaac N. Selser of the County of Hinds of the one part, and Henry N. M. Skellie alias Henry N. M. Skelly of Tennessee Mississippi the other part, that for and in consideration of the sum of 5981 dollars received in the hands of John Montgomery and James Pascoe of Madison, the said Selser hath bargained sold, delivered, and now gives, grants, conveys, sells, releases, confirms unto the said Skellie of the second part his heirs of the following real property situate lying being in the said County of Madison and known and designated as follows, viz a Certain tract of land entered by said Selser containing 560. acres more or less in sections 25 & 26, in Township 8. N. E. East for some time in the possession of one Madalinton P. Mills, and lately received by said Selser from him by deed in Madison County Court - that is to say 5/16 (interest) or one sixteenth part of said tract of land and no more. To have to hold the said land as to said interest herein conveyed to have the said Skellie his heirs forever in fee simple free from the claim of the said Selser his heirs forever, and the title to the said land, that is to say, so far as the said interest herein conveyed goes viz 5/16 of the tract, the said Selser warrants and well forever arrants & defend the same as far from difficulty & encumbrances against any & all persons claiming adversely the same.

Done under the hand & seal of said Selser this 26th day of October 1840

Isaac N. Selser Seal

State of Mississippi

Hinds County Personally appeared before me J. B. Scott Clerk of the Probate Court for said County Isaac N. Selser whose name is signed to the within Deed and acknowledged that he signed sealed and delivered the same as his act and deed on the day and year therein written for the purposes therein set forth.

Witness my hand and seal of Office at Raymond this 26th October 1840

Seal

vvv

J. B. Scott Clerk

John M. Givins Marshal Received for Record 20th Recorded 21st Novembe 1840

Deed

This Indenture made and entered into this 26th day of October 1840 between William M. Givins Marshal of the Southern District of Mississippi one part, and John M. Elder of Madison County, State of Mississippi the other part, All together witness a Certain writ of fieri facias from the Circuit Court of the United States for the Southern

directed to the said Marshal, at the suit of Peter G. Thompson against
 goods and Chattels, lands and tenements of Eli Nichols, for the sum
 eight hundred and three dollars, eighty two Cents, damages with interest
 twenty third day of November eighteen hundred and thirty nine, a
 ninety three dollars twenty nine and two thirds Cents, and Costs of said
 said writ of Fieri facias was levied on the following tracts, or parcels of land
 being in Madison County in the State of Mississippi viz: The West half of Section
 the South West quarter, the West half of the South East quarter, & West half of
 East quarter, & East half of the North West quarter, South half of the West half of
 West quarter of Section Eighteen, & South half of the East half of the South half
 of Section Seven in Township ten Range four East, the East half of the South half
 and West half of South East quarter & North half of East half of South East quarter
 Section twelve in the South half of the East half of South East quarter of Section three
 Township ten Range three East, the West half of the South East quarter of Section ten
 East half of North West quarter of Section thirteen, Township ten Range three East,
 West half of South East quarter of Section thirteen, the East half of the North half
 of Section thirty, Township eleven Range four East, with the appurtenances, a
 lands and tenements of the above named Defendant, Eli Nichols - also the following
 slaves of said defendant, viz: Peter, Christian, Wincy, Matthew, Redicks, Martin,
 William, Calvin, Carroll, Dave, Really, Moses, Harriet, Kinard, Rhoda, Susan,
 Sarah, Patty, Aggy, Alfred, Ream, Vile, Mile, Coby, Jack, Keester, and the said
 said having given thirty days previous notice that the above described goods &
 lands & tenements would be sold at public auction by virtue of said writ of
 facias on the ninth day of November 1840 between the hours of eleven o'clock A.M.
 four o'clock P.M. of said day, in the Town of Fulton, before the Court house, did at
 time and place, offer said premises for sale at public auction, and the said John
 Elder, master of the second part, then and there appeared and bid for the premises the
 five thousand and seven hundred dollars, which said sum was more than any other
 offer or bid for the same; whereupon the said premises were struck off to the said
 Mr. Elder, - being the highest and best bidder therefor, all which well and fully
 by reference to the said writ of Fieri facias being No 661. at the November Term of the Court above
 1840, and now of record in said Court, Now this Indenture witnesseth that the
 William M. Gwin, Marshal as aforesaid in consideration of the premises and of the said
 sum of ten dollars to him the said Marshal in hand well and truly paid by the
 John M. Elder, at and before the sealing and delivery hereof the receipt whereof is
 acknowledged, hath this day granted, bargained, sold, aliened and conveyed, and
 these presents doth grant, bargain, sell, alien and convey unto the said John M. Elder
 his heirs and assigns forever, all and singular the before described premises, heredita-
 ments, privileges and appurtenances therunto belonging or in any way appertaining
 and the aforesaid negro slaves to have and to hold the said premises, privileges and
 appurtenances and the aforesaid negro slaves, and all the right interest title or
 claim both at law or in equity of the said Eli Nichols the above named defend-
 ant or to the same, unto the said John M. Elder, his heirs and assigns forever,

In witness whereof the said William M. Gwin, Marshal as aforesaid hath hereunto
 set his hand and seal the day and year first above written
 Wm M Gwin Marshal
 of the Southern District of Mississippi

The State of Mississippi } Be it Remembred that on this day personally appeared
County of Madison } the Subscriber a Justice of the Peace in and for the State
aforesaid, duly commissioned and qualified, the within named William M. G.
acknowledged that he signed, sealed and delivered the within instrument of the
day of the date therein as his official act and deed

Given under my hand and seal this 16th day
Anno Domini 1840

Jno H. Cooke

Saml. H. Marshall } Received for Record } Recorded 24th November
Bill Seale } Madison Miss. November 24th 1840,
Caswell Perry } Received of Caswell Perry Five thousand five
dollars in full for the following Negro Slaves, viz John aged 35 years
30 years. Lynda aged 19 years. Slavy aged about 17 years. Oliver aged 1
Till aged 16 years. Constant aged 40 years. Rhoda aged 38 years. Dick aged
Sam aged 28 years. Little John aged nine years. Unmarried Slaves for
sound of body & mind,

John H. Walker. Clerk

Saml. H. Marshall

E. P. Curtis } The State of Mississippi
Madison County, ss. Personally appeared before me
J. Cameron Clerk of the Probate Court of said County John H. Walker and
E. P. Curtis the subscribing Witnesses to the foregoing instrument who being
duly sworn depared and said that they saw Saml. H. Marshall when he
subscribed to said instrument, sign seal and deliver said instrument
on the day and year and for the purposes therein specified. That they
perceived the same as Witnesses in presence of said Marshall and in
of each other on the day and year aforesaid.

Given under my hand and seal of the
County of Madison this 24th day of November 1840


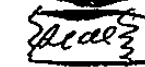

J. M. Cameron

Yates } Received for Record } Recorded 25th November 1840
Madison County April 7th 1838.

Articles of agreement entered into between William M. Yates
and Josiah Newman & William C. Beck. Witnesses that the said Josiah
Newman and William C. Beck has given to the said W. M. Yates several
promissory notes bearing even date with this article and payable to said
W. M. Yates on the 1st January 1839. 1840-1841. 1842 & 1843, in consideration
a balance on his plantation 33 Negroes, embracing one eighth of land
belonging to the heirs of William J. Mastin, deceased, and lying in
of Madison and known as the N¹/₂ North East quarter of Section 8, Eight
Township 8 Range 3 East. Now the said W. M. Yates has bargained for the eighth
land, and on the faith of said Contract he the said W. M. Yates has
sold the aforesaid land to the said Newman and Beck, but in the
of his not being able to obtain a title to the same, we the said New-
& Beck agree to quit Claim of said Yates as to said eighth of land.

patting out of our Notes Computary at the rate of 80 acres and thirty dollars per acre,

Given under our hands and seals this 7th April 1808

M. M. Yates 
Josiah Newman 
Wm. C. Beck 

The State of Mississippi
Madison County, ss) Personally appeared before me John S. Cameron Clerk of
the Probate Court of said County Josiah Newman whose name is subscribed
to the within instrument and acknowledged that he signed sealed and deliv-
ered said instrument on the day and year and for the purposes therein
specified as his act and deed.

Given under my hand and seal of office at
Canton this 25th Day of November AD 1840



The State of Mississippi
Madison County, ss) Personally appeared before me John S. Cameron Clerk
of the Probate Court of said County Henry A. Garnett who being duly sworn
deposed and said that he was well acquainted with the hand writing of
M. M. Yates & Wm. C. Beck, that he is well satisfied that the signatures to the
within instrument purporting to be the signatures of said Yates & Beck are
genuine & that said Yates & Beck are beyond the limits of this State,

Given under my hand and seal of office at
Canton this 25th Day of November AD 1840

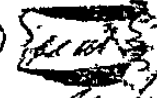
John S. Cameron Clerk

Caswell Perry Received for Record 25th Recorded 26th November 1840
assignment

John S. Perry I hereby transfer the within Negroes to John S. Perry in con-
sideration that he will stand as back for the assistance of secured St. Marks
at the present Court for Madison County on the 1st Monday in May 1841 to answer
said State upon a charge of Larceny, the bond being made to me by said
Marshall for the purpose of selling the said Negroes to raise money for said
Marshall's use in his said defence,

Given under my hand and seal this 25th November 1840

John Holloway

C. Perry 

The State of Mississippi, Personally appeared before me John S. Cameron Clerk of
Madison County, ss) Probate Court of said County Caswell Perry who acknow-
ledged that he signed sealed and delivered the foregoing instrument on the day
and year and for the purposes therein specified as his act and deed,

Given under my hand and seal of office at
Canton this 25th Day of November AD 1840



John S. Cameron Clerk

Edmund Purcell Received for Record 25th Recorded 26th November 1840

Edmund Purcell This Indenture made and entered into this 24th day of May
1836 between Edmund Purcell of the first part, and Heron G. Purcell of the

second part, He further that for and in consideration of the sum of One thousand dollars in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, the said party of the first part has this day given granted bargained and sold and by these presents does give grant, bargain and sell with convey to the said Abram G. Remonds of the second part, his heirs and assigns an equal and undivided sixth, of the following described lots or parcels of lands situated and lying in Holmes County Mississippi and known and described as following to wit: The West half of the North East quarter of section twenty three The West half of the North East quarter of section twenty two, and the South half half of the East half of the North West quarter of section No fourteen, all of said lands situate in Township No Twelve of Range Three East, to have and to hold, with undivided sixth of said above described lands unto the said Abram G. Remonds his heirs and assigns forever. And the said Edmund Purcell of the first part dotho further Covenant to warrant and forever defend the titles of said lands to said Abram G. Remonds his heirs in all Claims whatsoever

In testimony whereof the said party of the first part has hereunto set his hand and affixed his seal this day and year above written,

The State of Mississippi E. Purcell

Holmes County Personally appeared before me Edmund Purcell not a acknowledged that he signed sealed and delivered the foregoing deed on the day year therein specified for the purposes therein mentioned as his own proper act and deed, Witness my hand and seal this 31st day of May 1836
J. Wilson S.P.

W. G. Remonds wife Received for Record 25th Recorded 26th November 1836

Deed Book of Copies This Indenture made and entered into this sixth day November in the year of our Lord One thousand eight hundred and forty below Abram G. Remonds, and Abedance A. his wife of the City of Jackson County of the State of Mississippi of the one part, and Robert Cook of Holmes County, and Joseph S. Lopes of Hinds County, Mississippi of the other part, witnesseth that the said Abram G. Remonds and Abedance A. his wife for and in consideration of the sum of five thousand dollars to them in hand paid by the Robert Cook and Joseph S. Lopes at and before the executing and delivery these presents, the receipt whereof they do hereby acknowledge, have given granted bargained, sold, aliened, conveyed, released and confirmed, and by these presents do give, grant, bargain, sell, alien, convey, release and confirm unto the Robert Cook and Joseph S. Lopes, their heirs and assigns forever an equal undivided sixth part of the following described lots or parcels of land, to lying and being in the Counties of Holmes Madison and Noyes in the State of Mississippi to wit: The West half of the North East quarter of section twenty three The West half of the North East quarter of section twenty two, and the South East half of the North West quarter of section fourteen, all in Township No twelve of Range Three East, and also an undivided sixth part of a land in Holmes County, being the same on which the Town of Monticello said County is now standing, the number of which are now and to

such portions thereof as have heretofore been sold out in lots in said Town of Montgomery together with an equal and undivided sixth part of the Turnpike and ferry on said lands across Big Black Swamp, and River at and opposite to the Town of Montgomery in Adams County, and which said ferry at said Turnpike has always been known as Bobs ferry, and also one equal and undivided eighth part of all ferriages and tolls arising from said Turnpike and ferry, also the following tracts or parcels of land in the County of Adams on Black Creek being formerly known or called "Banyonville" designated on the maps of survey as Lot number two in section twenty eight, and lot number four in section twenty, and the West half of the North West quarter of section thirty three, and East half of the North East quarter of section thirty two all in Township fifteen of Range One East, being the same lands conveyed to the said Abram G. Remonds by Amos S. Shockey on the 16th day of February AD. 1830. To have and to hold the said tracts or parcels of land, and the one equal and undivided sixth part of the other lands above described and of the ferry and turnpike, and the profits arising therefrom unto the said Robert Cook and Joseph S. Hopes their heirs and assigns forever, and the said Abram G. Remonds and Abedenece A. his wife do hereby Covenant and agree with the said Robert Cook and Joseph S. Hopes that they the said Abram G. Remonds and Abedenece A. his wife, do shall and will warrant and forever defend the right and title to all the above named lands, or the one sixth interest which they hold in the parts of lands above described, and in the ferry and turnpike, and profits thereof, unto the said Robert Cook and Joseph S. Hopes their heirs and assigns forever, free from the Claim or Claims of themselves and their heirs, as well as free from the Claim or Claims of all and every person or persons whomsoever,

In testimony whereof they have hereunto set their hands and affixed their seals the day and date above written,

A. G. Remonds Seal
 O. A. Remonds Seal

State of Mississippi

Adams County Personally appeared before me David H. Dickson an acting Justice of the Peace and Ex Officio Notary Public in and for said County A. G. Remonds and O. A. Remonds his wife and acknowledged that they signed sealed and delivered the above and foregoing instrument for the purposes therein set forth on the day and year therein mentioned as their act and deed, O. A. Remonds having been examined separately and apart from her husband a knowledge that she signed sealed and delivered the same as her own voluntary act and deed without fear threats or Compulsion from her said husband,

GIVEN under my hand and seal this 6th day November 1840
 David H. Dickson Seal
 Ex Officio Notary Public

John Young } Received for Record 29th October Recorded 27th November 1840
 Seal
 John Nash This Indenture made and executed this twenty seventh day of October eight hundred and forty between Elijah Young and Abner his brother of the County of Madison in the State of Mississippi of the one part and

Wm Nash of the same County State of the other part Elizabeth, that said Elijah Young and Abaline his wife for and in Consideration of the sum of three thousand dollars by the said William Nash to them in hand paid at the sealing and delivery of these presents; the receipt whereof they do hereby acknowledge, have granted, bargained and sold, aliened, conveyed, and by these presents have granted, bargained, sold, aliened, conveyed, released, conveyed and confirmed unto the said Wm Nash his heirs and assigns, The North half of the West half of South East quarter of Section twenty two Township Nine Range Three East; Also the North half of North half of South West quarter Section fifteen Township Nine Range Three East, also South half of the East half of the South West quarter, and the West half of the North West quarter; and the North half of the East half of the South West quarter, and the West half of the North West quarter of Section number twenty two in Township Nine of Range Three East; Also the West half of the North West quarter, and the South half of the West half of the South West quarter of Section fifteen in Township Nine of Range Three East; Also the East half of the North East quarter, and the East half of the North West quarter of Section twenty seven in Township Nine of Range Three East. Containing in all bounded acres of land more or less, situate lying and being in the County of Madison aforesaid, together with the buildings, improvements and appurtenances thereto belonging. To have and to hold the herein described premises with the appurtenances improvements and buildings thereto, belonging unto the said William Nash his heirs and assigns forever to his, y^e their own proper use and benefit, and the said Elijah Young and Abaline his wife for themselves and each of their heirs, executors and administrators do hereby Covenant, promise and give to give to the said William Nash and his heirs Executors administrators and assigns, that the said Elijah Young and Abaline his wife, the Land of premises, with the appurtenances, as herein before described and herein mentioned to be granted, conveyed and sold, unto the said William Nash, his heirs Executors, administrators and assigns, shall and will warrant and forever defend, by these presents against the claims of all persons or persons.

In testimony whereof the said Elijah Young and Abaline with their hands respectively set their hands and affixed their seals, on the day first above written.

Witness my hand and seal of delivery in presence of
James P. Smith

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Elijah Young Seal
Abaline Young Seal

State of Mississippi Personally appeared before me the Subscribed a Justice of the Peace in and for the County of State aforesaid the above named Elijah Young who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed,

And at the same time also personally appeared the said Abaline Young of the said Elijah Young, the grantor in said deed, in her own name as therein signed, and on private examination 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 the said husband, and I do hereby certify that the said Elijah Young and Abaline Young were personally known and identified by me this County, eighth day of October 1862.

John H. Walker Received for Records & Recorded November 27th 1840
 Power Attorney
 John Holloway I know all men by these presents that I John H. Walker
 of Madison County State of Mississippi do hereby make, constitute, authorize &
 John Holloway my agent and attorney in fact for me & in my name
 recover whosoever he may find them a Certain Negro Man named Pa
 Black. Complexion aged about thirty five years and his wife Letty of
 complexion aged about twenty five years - sold to me by Wm. L. Ligon,
 Witness my hand & seal this twenty seventh
 November A.D. 1840

The State of Mississippi
 Madison County ss) Personally appeared before me John J. Lane
 of the Probate Court of said County the above named John H. Walker
 who acknowledged that he signed sealed and delivered the foregoing letter
 of Attorney on the day and for the purposes therein specified as he
 declared,
 Given under my hand and seal of off
 fice this 27th Day of November A.D. 1840
 John J. Lane

Wm. G. C. Smith Received for Record 27th Recorded 28th November 1840,
 Deed Grant
 Fogg & Washington This Indenture made this 25th day of November 1840
 between William Smith and Leahy, R. Smith his wife of Marshall County, Va
 of Tennessee, and Gabriel C. Smith and Lucy Cornelia Smith of Madison
 in the State of Mississippi of the one part, and Godfrey M. Fogg, and
 Washington of Nashville in the State of Tennessee of the other part, do
 that the said parties of the first part have this day bargained and sold
 these presents do bargain, sell give grant, transfer, convey and confirm to
 parties of the second part, the following property, for and in consideration of
 of five dollars to the parties of the first part, by the parties of the second
 paid, and for the further Considerations herein after named, to wit, the
 now mentioned, namely Lewis a Negro man aged about thirty five years
 about thirty three years and has two Children William about 3 years
 Elanore one year old, Abby aged about thirty years, Eddy aged about twenty
 year Child Clinton, aged about one year, Susan aged about fifteen
 Child not named, Leuphy aged about fifteen years, her Child Euclid
 one year old, Aaron aged about twenty two years, Henry aged about ten
 years, Moses aged about thirty two years, George aged about thirty
 aged twenty six years, Billy aged about thirty one year, Sam aged
 years, Green aged twenty two years, Nowlin aged about eighteen ye
 aged about fifteen years, Henry a boy about fifteen years old, Joseph
 ten years, Edmund about twenty two years, Charlotte about fifteen
 about thirteen years being twenty six in number, also the following
 in Madison County in the State of Mississippi to wit, the north half
 of section 10 in Range 10

Township, ten Range & East, containing eighty six hundredths acres. Likewise the East half of the South East quarter of section twenty Township 10 Range four East containing eighty acres. Likewise the West half of the South West quarter of section 21 Township 10 Range four East. Containing seventy nine hundredths acres, likewise the South half of the North West quarter of section 21 Township 10 Range 4 East, containing 79 ⁸/₁₀₀ acres. Likewise the West half of the North West quarter section 28 Township, ten Range 4 East, containing 79 ⁸/₁₀₀ acres. Likewise the East half of the North East quarter of section 29 Township 10 Range 4 East, containing 80 ⁸/₁₀₀ acres. Likewise the North half of the West half of the North East quarter of section 29 Township 10 Range 4 East, containing 40 ⁸/₁₀₀ acres. Likewise the West half of the South West quarter of section 28, and the South half of the East half of the North West quarter of the South half of the West half of the North East quarter, and the East half of the South West quarter, and the South East quarter of section twenty nine, and the North West quarter of section thirty three all in Township 10 Range 4 East, containing eleven hundred thirty acres. Twenty of which has been sold to Samuel Brown, leaving a balance of eleven hundred acres. Also two maysons, the Team, Stock of Cattle & hogs, farming utensils, household & kitchen furniture, To have and to hold the said property to the said Godfrey M. Fogg, and Thomas Washington their heirs & assigns forever. This Conveyance however is made upon the following Conditions to wit the Planters Bank of Tennessee holds the note of Wm G. Smith which form is composed of the said Wm G. Smith and Gabriel C. Smith, or which note has been dated the 8th day of October 1840 is payable twelve Months after date, to the said Planters Bank of Tennessee and is for the sum of eleven thousand four hundred and fifteen dollars. And the President Directors of the Union Bank of the State of Tennessee, hold the note of the said Wm G. Smith for the sum of eight thousand nine hundred fifty two dollars and one Cent, dated on the 9th of October 1840 and payable in twelve months from the date to the said President Directors of the Union Bank of the State of Tennessee, Now it having been agreed between the said two Banks by the said Wm G. Smith that they the said Wm G. C. Smith in Consideration of the security afforded by the said Wm G. Smith for three years within which to pay the said two notes in full, they the said Wm G. Smith to pay one third of each note annually and renew their notes for the balance annually thereafter till the whole is paid, within the said Term of three years from the date of said notes, Therefore if said notes shall be paid in three annual installments as aforesaid, after being renewed as aforesaid then this deed of Conveyance to cease to have any further operation, but in case of default or failure of the said Wm G. C. Smith, within to pay one third of their present notes, or to renew their notes for the residue, together with interest for the time they may come to term, or in case of their default or failure to pay or renew the second time, or to pay up in full the last renewed note, in either of these cases the aforesaid persons named as Trustees to wit Godfrey M. Fogg, Thomas Washington or the Survivors of them shall have power and authority and such power authority is hereby given to them or to the survivor to aforesaid, at the expiration of five months from the time the present notes fall due or within a reasonable time after the expiration of five months the sale of said property, or any portion of it. that they or the survivor of them may think proper, and after advertising the same thirty days before hand to sell the same at Public auction for Cash, and to convey the same to the purchaser or purchasers free from any right of redemption whatever, the whole of said two notes to be paid by such sale if one third is not then paid, and a renewal for the

balance as aforesaid, but if one third is thus paid, that is before the sale and there should be a renewal for the balance then there is to be no sale, and the renewal if made maybe for twelve months from that time, and the next renewal upon payment of one half is to be for twelve months from that time it being the object of this provision to throw the first payment forward to a time when the said Wm. G. Smith may have it in their power to have their Cotton in Market with which to meet the said payments, after which the two renewal payments will fall due within the proper season for enabling the said Wm. G. Smith to avail themselves of the Cotton Market for the purpose of meeting them, and in case of failure to pay the second payments, as above specified, and remain for the last third of the said debt, the said Trustees or the Survivor of them, may advertise & sell said property to raise the amounts then due, and if such sale should have to take place there shall be no further renewals, and if the payments should all be regularly made upon renewals as aforesaid, except the last, when it becomes due the said Trustees in like manner may have the power on default of such payment to sell the said property or any part of it in order to raise such last payment, in any case of sale the Trustees or the Survivor to convey the property sold absolutely and free from any right of redemption or future claim on the part of the said Wm. G. Smith or other persons claiming under him. And the said Trustees or the Survivor of them are hereby empowered to employ any agent for the purpose of carrying into effect the intent of this deed, if they the Survivor of them shall deem it necessary or expedient, and in case of appointment of any such agent their powers are to be the same in all respects as those which are herein conferred on said Trustees. It is understood that the said Wm. G. Smith are to remain in possession of said Negroes & land and other property above specified, for and on behalf of the said Trustees until the death of them, or any of them under the provisions of this deed, they the said Wm. G. Smith to be accountable to the said Trustees for the proceeds of such property in the mean time, which proceeds are a further security in addition to the property itself for the payment of the debt aforesaid.

In testimony of which the said parties of the first part have hereunto set their hands and affixed their seals the day & date first above written.

Williamson Smith Exec
 G. C. Smith Exec
 Leathy R. Smith Exec
 Lucy C. Smith Exec

State of Mississippi

Madison County) Williamson Smith and Gabriel C. Smith this day personally appeared before me John H. Cook a Justice of the peace in and for the aforesaid County and acknowledged that they signed sealed and delivered the foregoing Deed of Trust for their act and deed, and the said Leathy R. Smith the wife of said Williamson Smith, and Lucy C. Smith the wife of said Gabriel C. Smith having been by me examined separately and apart from their husbands privately and having read over and approved the same unto them, they acknowledged that they voluntarily signed sealed and delivered the same without coercion, persuasion or threats of their said husbands.

Given under our hands & seals this 25th day of November 1840
 Jno H. Cook J.P. Seal

Wilson Nash Received for Record 29th October Recorded 30th November 1840

Bill Sale
A. H. Standley Know all men by these presents that I Wilson Nash of Madison County Mississippi for and in Consideration of the sum of twenty nine hundred and four dollars and twenty eight Cents, to me in hand paid before the execution of these presents do hereby grant bargain and sell unto Alexander H. Standley of said County the following Negro Slaves to wit, Jack, Eg Rick, Sally, Greenville, and Sally his wife, and I do hereby warrant and defend the title of said Negro Slaves to the said Standley, and that said Slaves are Slaves for life and sound in body and mind.

Witness my hand and seal this 27th day of October Anno Domini 1840.

Test: Elijah Young, J. Standley, }
The State of Mississippi Personally appears before me the Subscriber a Justice of the Peace in & for the County of Madison County to wit }
Wilson Nash & acknowledged that he signed sealed & delivered the above instrument of writing as his act & deed.

Given under my hand & seal this 27th day of October Anno Domini 1840
Jesse Priestley J. P.

William M. Madam Received for Record October 30th Recorded 30th November 1840

Bill Sale
James Madam Know all men by these presents that I William M. Madam of the County of Madison and State of Mississippi for and in Consideration of the sum of five thousand three hundred and twenty dollars to me in hand paid by James Madam of Madison County and State of said have this day bargain sold and conveyed, and by these presents do bargain sell and convey unto the said James Madam his heirs and assigns the following Negroes and other personal property to wit
One Negro man of yellow complexion aged twenty four years named Bill Sam Lee do of black Color aged also twenty four years, by the name of Moses also a Man of Color black aged twenty years named Peter, likewise a Negro Woman named Emily of black complexion aged fifteen years, John Child Tom aged six months, Ann do by the name of Henrietta in Color black aged twenty four years Child Mary Ann aged two years, and one named Eliza both aged twelve years and in Color black, all which said Negroes are warranted Slaves for life; likewise all the horses, Mules, hogs, Sheep and Cattle of every description also all the farming utensils, Blacksmiths tools, Corn fodder & Cattle belonging to me on the plantation four miles south of Canton, in the County of Madison on which I now reside, together with two Negroes, one Cart, and all my household and Kitchen furniture of every description to have and to hold to him and his heirs forever.

In testimony whereof I have hereunto set my hand and affixed my seal this day & date above written.

The State of Mississippi
Madison County ss. Personally appeared before me John M. Cameron Clerk of the Probate Court of said County William M. Madam 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, Given under my hand and seal of Office at Canton this 30th Day of November A.D. 1840

John M. Cameron Clerk

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