

Bro B. Howcott } Received for Record 30th October Recorded 30th November 1840
 Sud Court

S. J. Fremont & others) This Indenture made and entered into this the twenty ninth day of October 1840 between John B. Howcott and Elizabeth his wife of the Town of Canton Madison County State of Mississippi of the first part, and Samuel J. Fremont, Wesley Brown, Thomas S. Catting and Franklin Smith of the County of Madison State aforesaid of the second part, Witnesseth that the said John B. Howcott & Elizabeth his wife for and in consideration of the sum of Ten dollars in hand paid, the receipt whereof is hereby acknowledged, have granted bargained sold aliened and confirmed and by these presents do grant bargain sell alien and confirm unto the said Samuel J. Fremont, Wesley Brown, Thomas S. Catting and Franklin Smith, their heirs and assigns, all the following described Real Estate known and lying in the County of Madison State of Mississippi and being in Section Nineteen of Township Nine Range Three East, and bounded North East, by the plantation formerly belonging to R. H. Blanton, West by lot formerly belonging to Samuel Moore, by now owned & occupied by Samuel Humber and South by the Land of Dr. Gaston, and said land is more particularly described as follows. (To wit) Commencing at the North East Corner of said Humber's lot and running due South along the line of said Humber's lot to a stake (said Humber's lot or supposed to be Humber's was formerly owned by said Moore) on the line dividing Section Nineteen and thirty three along said line due East fifteen Chains and eight tenths to a stake, thence North fourteen degrees West to a stake, and thence due West to the first described corner all lying South East of the Public Square of the Town of Canton in a County of State aforesaid. The above described Real Estate is the lot of ground upon which said John B. Howcott now resides and resides as his residence in said County, together with all and singular the appurtenances thereto in anywise belonging, in the rents and profits thereof, To have and to hold the said premises hereby aliened and confirmed with the appurtenances to the sole and proper use benefit and behoof of the said Samuel J. Fremont, Wesley Brown, Thomas S. Catting and Franklin Smith their heirs and assigns forever, Also a Negro Man by the name of Daniel of Black Complexion aged about thirty eight years to the sole proper use and benefit of the said Samuel J. Fremont, Wesley Brown, Thomas S. Catting and Franklin Smith, their heirs and assigns forever. The said John B. Howcott in the mean time retaining the entire possession and control of said property above conveyed. Provided Always and these presents are upon the express Condition that if the said John B. Howcott & Elizabeth his wife their heirs or assigns do and shall well and truly pay or cause to be paid unto the Commercial Bank of Natchez at the Branch of said Bank at Canton or its assigns the sum of fifteen Hundred dollars due as follows as per notes held by said Bank, one thousand dollars due twelve months after the first day of March 1840. and dated March 4th 1840 which notes are signed by John B. Howcott, Samuel J. Fremont, Wesley Brown, The sum of five Hundred dollars due twelve months after the thirty first day of March 1840 and dated 31st March 1840 which note is signed by John B. Howcott, T. S. Catting, S. J. Fremont and Franklin Smith together with the interest that may accrue thereupon, and it is further provided

that whereas the parties of the second part are the securities of the said John B. Howcott for the payment of the above sums of Money, when due to said Banker and said John B. Howcott agrees that if he fails to provide for & pay said sums of Money above mentioned, and that his said securities become liable by the non-payment of said sums of Money; that the foregoing described real & personal property shall be sold on a Credit of twelve Months, the same being first advertised thirty days or longer (if necessary) before a day of sale in the Madison County Advocate printed & published at Canton the sale to take place at the Court House door in the Town of Canton, Now if the said John B. Howcott complies and pays said sums or some or some to be paid and all interest that may be due on & accrued thereon in that event, these presents and every thing contained herein is to be void, else to remain in full force & effect;

As Witness Whereof the parties of the first part, have the day & year above written set their hands and affixed their seals.

In witness whereof I, the said John B. Howcott, at the same time retaining the entire possession and control of said property above conveyed were interested before signing

the State of Mississippi Personally appeared before me John J. Cameron Clerk of Madison County as the Probate Court of said County John B. Howcott, who acknowledged that he signed sealed and delivered the within and foregoing 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 30th day of October A.D. 1840.

John J. Cameron Clerk

L. A. Duncan Received for Record 31st October 1840 and 2nd December 1840
Deed Gift

J. Hook wife. This Indenture made this 31st day of October A.D. (1840) are thousand eight hundred and forty, between Lemuel A. Duncan & his wife Rebecca C. Duncan of the first part, and John Hook & his wife Martha Hook of the second of the second part, (all of said parties being of the County of Madison, State of Mississippi) Witnesseth that the said parties of the first part, for and in consideration of the natural love and affection which they have and bear to the said Martha Hook; also for the further consideration of five dollars to them in hand paid by the said John Hook (the receipt of which is hereby acknowledged) and also for the better maintenance & subsistence livelihood of the said Martha Hook have given granted & conveyed and by these presents do give grant convey make the said Martha Hook the following named Negro Slaves to wit Ann Maria & her three youngest children (viz Mary, Charlotte & Henry) a Negro boy Harry about twenty five years old, a Negro woman named Louisa, aged about twenty nine years & yellow complexion to have & to hold the said Negro Slaves unto the said Martha Hook for & during the term of her natural life & no longer, and after her death said Slaves to descend & go to the Children of the said Martha Hook and her said husband John Hook, jointly begotten, and in case there shall be no Child born to the said Martha Hook during her Coverture with the said John Hook, then said Negro Slaves shall descend & go to the husband John Hook & his heirs and the

said parties of the first part, for the Considerations before mentioned have been given, granted & conveyed by these presents do grant, give & convey to the said John H. Cook & Martha H. Cook his said wife the following described tract or parcel of land being & lying in the County & State aforesaid, to wit, the West half of the North West quarter & the West half of the South West quarter of section Fifteen Township Eight Range two West, containing one hundred and fifty & 88/100 acres more or less, together with all & singular the appurtenances thereto belonging or in any wise appertaining, to Have & to Hold the said land for & during the Term of their & each of their natural lives, & after their death to go & descend to the Children of the said Martha H. Cook by the said John H. Cook begetten, and in case of the death of either of the said parties of the second part, without such issue living, then to the survivors in fee simple, And the said parties of the first part the title to the said property both real & personal to the said parties of the second part, their joint heirs, their heirs & assigns of either of them, against the said parties of the first part & against all persons claiming by through or under them but against no other persons whatsoever do & well forever warranted & defended by these presents,

In testimony whereof we have hereunto set our hands & affixed our seals on the day & year above written,

The State of Mississippi

Madison County

Personally appeared before me John H. Cameron Clerk of the Probate Court of said County Limited, A. Duncan & Silviah H. Duncan the wife of the said Limited whose names are subscribed to the foregoing deed, of the said Limited A. Duncan acknowledged that he signed, sealed & delivered the said instrument of writing as his act & deed for the purposes therein mentioned, and the said Silviah H. Duncan being examined by me separately & apart from her said husband, acknowledged that she signed, sealed & delivered the same as her act and deed voluntarily & without any fraud or compulsion of her said husband,

Given under my hand and seal of office at Madison this 31st day of October A.D. 1840

John H. Cameron Clerk

Robert Shortt Received for Record 2nd November & Recorded 2nd December 1840

Martin A. Carson } This Indenture made and entered into on the 2nd day of November A.D. 1840 between Robert Shortt of the 1st part & Martin A. Carson of the second part, Obligatee that for & in Consideration of the sum of Eight dollars & forty cents in hand paid by the party of the second part, to the party of the first part, the receipt whereof is hereby acknowledged, has granted, bargained sold and delivered to the party of the 2nd part, all his interest in & to a certain tract or parcel of land known & described as the North 1/2 of the East 1/2 of the North West 1/4 of section 36 of Township No 10 of Range No 5 East in the District of lands sold at Columbus Mississippi which land the party of the 1st part purchased at Sheriff sale as the property of Eli B. Warren & hereby conveys his title only under the said sale whereby binds himself to defend the rights of said land

to the party of the 2nd part, only against the claim of himself & his heirs.

As testimony of which the said party of the first part hereunto sets his hand and seal on the day & date above written,

The State of Mississippi Madison County ss Personally appeared before me John H. Garrison Clerk of the Probate Court of said County, the within named Robert Shottwell 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,

Robert Shottwell

Given under my hand and seal of Office at Canton

this 2nd Day of November A.D. 1840

John H. Garrison Clerk

3 Seal

V V V

L. M. Staley Received for Record 2nd November & Recorded 3rd December 1840

Deed of Sale This Indenture of three parts made and executed into this State the day of October in the year of our Lord 1840 between David M. Staley of the first part and George M. Stewart and William Moore of the second part, both parties of the County of Madison and State of Mississippi and Dennis Staley of the County and State aforesaid and absolutely of the County of Hawkins and State aforesaid and William C. Staley of the same County and State, and Thomas S. Coffey of the County of Rankin and State of Mississippi and Joseph Wickhamy Clerk of the County of Madison and State of Mississippi and Robert Shipp late Commissioner Merchants of the City of New Orleans Louisiana and Joseph Staley Green Commission Merchants of the City and State aforesaid and Thomas Cullhane Esqr of the County of Madison and State of Mississippi and Martha Elye Norris minor heir of Rankin Harris late of Madison County Mississippi deceased, all of the party of the third part, Alitropetha Williams the said Dennis Staley did loan to David M. Staley the party of the first part, the sum of thirty eight hundred and fifty dollars (\$3850) on or about the 27th day of March last (1840) with interest until the first day of November 1840, at which time said sum of money is due and whereas the said Dennis Staley has also become liable for the said David M. Staley of the first part as security or joint drawer on the following notes or bills of Money to wit. One note to and payable in the Mississippi Union Bank at Jackson for the sum of five thousand one hundred and eighty dollars and fifty cents or more that bank, date of note not recollected, and due I believe in the month of January or February next 1841 also a note discounted in the Branch of the Commercial (now the Bank of Mobile) of Mobile at Brindley Rankin County Mississippi for the sum of two thousand dollars date and maturity of said note not recollected, also a note in the sinking fund of the State of Mississippi at the Planters Bank of the State of Mississippi Mobile for the sum of twenty four hundred and twenty three dollars or thereabouts, date and maturity of said note not recollected, the above mentioned sums are the amounts the said Dennis Staley is liable for, a note to and due Absalom Hyle for the sum of four thousand two hundred and fifty dollars dated on or about the 15th day of January last (1840) and due two months after date, a note to and due Thomas S. Coffey for the sum of seven thousand, five hundred dollars dated on or about the 10th day of January last 1840, and due by months after date, a note to and due Joseph Wickhamy Clerk for the sum of two hundred thirty four dollars and cents, dated on or about the 27th day of June last 1840, and note

to and due William C. Kyle for the sum of five hundred dollars due the first day of July last (1860), a note to Messrs Bullock & High for the sum of three hundred eighty three dollars dated about the 20th inst. the date of its maturity not recalled and the amount I am due Eliza and Martha Harris as their Guardian, and the amount I am indebted to Messrs Halsey given on settlement, and the amount I am indebted to Nicholas Callahan for professional services as a lawyer on settlement. Now this Indenture Witnesseth that the said David W. Halsey of the first part, for and in consideration of the premises, and for the further consideration of the sum of Ten dollars to him (David W. Halsey) in hand paid by George W. Stewart and William Moore of the second part, the receipt whereof is hereby acknowledged have bargained and sold, and by these presents do bargain sell and convey unto George W. Stewart and William Moore of the party of the second part, and by these presents do bargain sell and deliver as aforesaid all any right title and interest in and to the following described land, to-wit, fifty four acres of the East half of the North East quarter, and the East half of the South East quarter, section twenty two, and the West half of the North West quarter section twenty three, in Township eight of Range three East, and the East half South West quarter, and the South East quarter of section twenty two, and lots numbers one, two and three in section twenty seven in Township seven of Range two East all in Madison County with all and singular the tenements and appurtenances therunto belonging to the said George W. Stewart and William Moore of the party of the second part, their heirs and assigns forever, also fifty shares of stock in the Bank of Mathey (formerly the Commercial Bank of Mathey) also the following named Negro Slaves for life, to-wit, aged about 45 years. Peter Montgomery aged about 35 years. Peter Whitehead aged about 40 years. Peter Fields aged about 44 years. Ben aged about 40 years. Eliza aged 45 years. John aged about 28 years. Washington aged about 25 years. Henry aged about 28 years. Nelson aged about 16 years. Alfred aged about 35 years. David aged about 55 years. Vin aged about 30 years. King aged about 14 years. Gilbert aged about 15 years. George aged about 12 years. Bill aged about 10 years. Big Annah aged about 35 years. Little Annah aged about 30 years. Delilah aged about 38 years. Eliza aged about 35 years. Big Sam aged about 25 years. Isabella aged about 40 years, Caryn aged about 40 years. Keller aged about 55 years. Emily aged about 32 years. Leah aged about 29 years, Little Sam aged about 18 years. Louisa aged about 12 years. Sarah aged about 9 years. Betty aged about 9 years. Little Eliza aged about 6 years. Samuel aged about 8 years. Isaac aged about 4 years. Barton aged about 3 years. Green aged about 4 years. Rachel aged about 3 years. Ned aged about 3 years. Preston aged about 5 years. Austin aged about 6 years. Mahala aged about 1 year. Anne aged about 1 year. Little John 3 years. Andrew aged about 8 years. Napoleon aged about 3 months old. Edward aged about 48 years. Maria aged about 29 years. Henry aged about 35 years, also eight yoke of Oxen, also joint teams, mules and fourteen head of horses and colts, also the Crop of Cotton Corn fodder, Oats and Potatoes, also two Hogs, and one Pig, also all my furniture consisting of eight beds and bedsteads, and all the furniture belonging to the same, one Sofa, one side board and Glass War on the same, two large looking glasses, one dozen fine Chairs and one dozen Common. Three large Maps, two folding tables and two Common & two table stands, also fifteen Picture frames also all my table and kitchen furniture, also one Pleasure Carriage and Harness, also two Cotton gin stands and

two Bells, and all my farming interests, and the said David W. Haley has been assigned and administrators will sever warrant and defend unto the said George W. Stewart and William Moore of the party of the second part, their heirs assigns and administrators all the right title and interest in and to the before mentioned lands negroes and other property that now is incumbered in the said David W. Haley the party of the first part, and against the Claim or Claims of all other persons claiming under one Alfred Trout Nevertheless that the said party of the second part, shall permit all of the property before mentioned to remain where it now is until the day of sale under this Trust deed, and whenever any or all of the before mentioned notes becomes due, there that are now due, or are about to become due, the owner or holders of said note or notes shall have the right to require the party of the second part in this deed to proceed to sell all or any part of said property, land Negroes &c at the residence of the said David W. Haley according to law, and the party of the second part; have power and right to sell from day to day until they sell all of the property mentioned in this deed, or so much as may be required to discharge the debt or debts great for which they adventure to sell and the said party of the second part have the right if so required to adventure to sell so much of said property as may be required to meet the payment of any of said notes that was not now due, to meet the maturity of said note or notes or as near as they can according to law, and it is further provided that either of the party of the second part, George W. Stewart or William Moore have full power to advertise and sell under this Trust deed, all sales are to be for Cash, and when said property or any part thereof is sold the party of the second part shall forthwith pay over the proceeds of said sale (after deducting the amount to defray the necessary expenses) to the person or persons entitled to receive the same, and in case of the death of any of the Party of the third part, to their lawful Representatives have the right to receive and accept for the amount due on said note or notes or their Claims provided for in this deed, and after all the objects of this deed of Trust are accomplished and if there is a balance in the hands of the party of the second part they shall pay it over to the party of the first part after satisfying all the notes and debts mentioned in this deed with lawful interest due on the same, But if the said party of the first part, (David W. Haley) or his legal representatives or Representatives shall discharge all of said notes and debts, provided for in this deed and also exonerate those of the third party that are liable for him as endorser or joint drawer, then this Conveyance shall become null and void and of no effect, otherwise remain in full force and effect.

In testimony whereof the first and second parties to this deed of Trust have hereunto set our hands and affixed our seals this 30th day of October AD 1840

D. W. Haley Seal
 G. W. Stewart Seal
 Wm Moore 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 David W. Haley and William Moore who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed for the purposes therein specified,

Given under my hand and seal of Office at Canton this 2nd day of November AD 1840
 John H. Cameron Clerk

Seal

The State of Mississippi Personally appeared before me John G. Cameron Clerk
Madison County ss of the Probate Court of said County Georg. W. Stewart 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,

Seal

Given under my hand and seal of Office
at Canton this 4th Day of November A.D. 1840

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John G. Cameron Clerk

Said Deed Received for Record 2nd November Recorded 3rd December 1840

Deed.

Martin S. Carson This Indenture, made and entered into this 17th day of
August Anno Domini, one thousand eight hundred and forty between Sam-
uel Hamblin Sheriff of Madison County, Mississippi, of the first part, and
Martin S. Carson of the second part, Witnesseth that whereas, Judgment
was rendered by the Circuit Court of the County of Madison aforesaid against
Eli B. Warren et al, in the following Case viz at the October Term 1836 of
said Court, in the Case of the Plaintiffs Bank vs. Eli B. Warren for \$1331.93.7
at the October Term 1837 of said Court, of W. B. Fleming vs. Eli B. Warren, for
\$99.48, and in the following Cases at the May Term 1838 of said Court, to wit
S. J. Hollingsworth vs. Eli B. Warren et al, \$155.30. B. L. Phillips vs. same for
54.34. David D. Prince vs. G. M. Lerrill & E. Bellarrin, \$1279.34. Clarkson & Leggett
vs. same & same for \$566.50, & Edmund S. Fay vs. E. Bellarrin for \$81.77. 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 said Court aforesaid directed to the Sheriff of Madison County
aforesaid, Commanding him that of the goods and Chattels, lands and ten-
ements of the aforesaid Warren et al, he Cause to be made the Sums of Money
mentioned in said Writs of fieri facias, to render to the said Plaintiffs at the
Nov Term A.D. 1840 of said Court, and the said Sheriff in Conformity of the
Command of said Writs, proceeded in the 16th day of May & 3rd 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, lying and being in the County
of Madison aforesaid known as follows. E. 1/2. South M. Quarter of Section 20
Township 10 north of Range 5 East, containing by estimation 80 acres in
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
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 16th and 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 Martin S. Carson appeared and bid
21 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 21 Cents per
acre to me in hand paid the receipt of which is hereby acknowledged I, Sam-
uel Hamblin Sheriff as aforesaid, by virtue of the authority vested in me
as Sheriff do hereby bargain sell and Convey to the aforesaid M. S. Carson all

the right, title, interest and claim of the aforesaid E. B. Mason 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 E. B. Mason 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 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 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 25th Day of October A.D. 1840
John J. Cameron Clerk

Seal

Miss: Union Bank Received for Record November 2nd Recorded 3rd December 1840
Released

Samuel Sutherland, Thomas Daniel Sutherland and Elizabeth Sutherland his wife of the County of Madison in the State of Mississippi herefore to wit on the 4th day of April in the year of our Lord 1839 by a deed of Mortgage of that date, conveyed to the Mississippi Union Bank as security for 500 shares of stock of said Bank before that time subscribed for by him the following property to wit: North 1/2 of N 1/2 of S E 1/4 of S E 1/4 of N 1/4 sec 20, also N 1/2 of W 1/2 of sec 28, S 1/2 of W 1/2 of S E 1/4 sec 29. N 1/2 of S E 1/4 of S E 1/4 sec 29. Lots 1, 2, 3, 5 sec 30, 1/2 N 1/2 of lots 6, 7, 8 sec 30, E 1/2 sec 32, Sec 10, R. 2, East, also lot 2, 4, 6, 7, sec 25, 1/2 E 1/2 of N 1/4 sec 30. T. 10. R. 1 East containing 1810 1/2 acres of land, being and then being in the County of Madison in said State, which said deed is duly recorded in the office of the Clerk of the Probate Court of said County and whereas there has been no stock granted to said Daniel Sutherland & Elizabeth Sutherland his wife. Now therefore know all men by these presents, that the Mississippi Union Bank, for and in consideration of the premium, and of the further sum of five dollars to the said Mississippi Union Bank here paid, the receipt whereof is hereby acknowledged, has received, released, reconveyed, and forever quit claimed, and by these presents does release, release reconvey, and forever quit claim unto the said Daniel Sutherland & Elizabeth Sutherland his heirs and assigns the above described property, now in the sign and possession of the said Mississippi Union Bank. To have and to hold the aforesaid premises with all the privileges and appurtenances to the same belonging, or in any wise appertaining, unto the said Daniel Sutherland & Elizabeth Sutherland his heirs and assigns to his and their sole use forever: so that neither the said Mississippi Union Bank nor any person claiming under them, shall at any time hereafter in any manner have claim or demand any right or title to the aforesaid premises in appurtenances and shares or any part or parcel thereof.

Seal

In testimony, Whereof I have hereunto signed my name and affixed the seal of said Bank at Jackson on the 21st day of November this 5th year of our Lord 1840 being lawfully authorized

by the Board of Directors of said Bank
 State of Mississippi
 Hinds County } Personally appeared before the undersigned Justice of
 the Peace J. B. Morgan who acknowledged that he signed sealed and delivered
 the foregoing release for the use & purposes therein mentioned

Given under my hand this 29th Day of October 1840

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J. B. Morgan J. P.

Joseph J. Collins Received for Record 2nd November & Recorded 14th December 1840
 Real Estate

Thos. S. Catching) These presents witness that I Joseph J. Collins of the County of
 Madison State of Mississippi being indebted to divers persons, & being willing to
 secure to them said debts, Now in Consideration thereof of the sum of One dollar
 to me in hand paid by Thomas S. Catching the receipt of which is hereby ac-
 knowledged, I have bargained sold & conveyed by these presents, do bargain sell &
 convey unto Thomas S. Catching of said County his heirs Executors, & administrators
 the following lot of land lying & being situate in the Town of Canton, & County aforesaid to wit
 the undivided half of lot or square lot¹ fronting the public square 75 feet running
 south 200 feet thence West 100 feet, thence North 100 feet, thence East 25 feet, thence North
 100 feet, to the public square again, & the lot beginning at the N. W. Corner of East
 half of South West quarter of section 19. Township Nine Range Three East, running
 South seventy yards, thence East 175 yards, thence North 70 yards, West 175 yards to
 the beginning. Containing two and a half acres To Have and to hold the same to him
 his heirs, & assigns forever free from all incumbrances whatever, and I will warrant
 & defend the same to him his heirs, & assigns. Also I have bargained sold by these presents
 do bargain sell the following personal property unto the said Thomas S. Catching
 his heirs & assigns, for the considerations above mentioned to wit, One Grey Horse Lydea
 Alley and Nancy, two yoke of Steers, One Wagon, and five Milch Cows the title
 to all of which I will warrant & defend unto said Catching his heirs forever
 The conveyances of the above land and the sale of the above personal property in Trust
 However for the purposes following to wit, to secure to the holders of the notes & bonds
 following the payment of said notes & bonds to wit, One Note to Scrimm Carter for three
 hundred and fifty two dollars & fifty cents, One to Edmund St. Powell for about fifty
 eight dollars past due, One to Cash Coyle for two hundred & ten dollars past due, One
 to L. M. Garrett for two hundred and fifty dollars, made by myself & N. S. Allan, due
 1st January 1840, another for some amount made by some persons to said Garrett, due
 1st Jan'y 1841. One to Robert Montgomery for two thousand & twenty two dollars past due
 made payable to William Montgomery, by him transferred to Sarah Newman, Robert
 Montgomery on which some payments have been made, One note for Edward hundred
 dollars & eight cents payable to Commercial Bank of Natchez at the Branch in
 Canton, due twelve months after June 19th 1840, signed by myself, Robt Montgomery
 Dr. M. Hutton & J. Scumple, One to Mrs. Anderson for 60 dollars past due, One to
 Mrs. Anderson for forty dollars past due, One to E. D. Ward, for two hundred
 and forty four dollars past due, One to William P. Anderson for one hundred
 and ninety or two hundred dollars past due, One to Bartlett Ward, for one
 hundred and twenty dollars past due, One to the same for two hundred &

forty dollars due Jan'y 1841. And to E. D. Ward for Eighty dollars & eighty eight cents due last July. Now the said Thomas S. Catelings, his Executors or administrators or who ever may be substituted in his or their place, shall after he has had twelve Months notice in writing from any one of the holders of said notes or bonds proceed to give six Months public notice of the time & place of sale according to law on the day of said sale, shall sell by make conveyances of all of said landy property or so much thereof as shall be necessary, to pay all of said debts & all costs accrued in executing this Trust, if there is sufficient, if not he shall pay the same pro rata & any necessary surplus of said proceeds he shall pay over to any Creditors of mine who shall claim the same & any surplus that may remain after paying all my debts shall be paid to me. In testimony whereof I have hereunto set my hand & my seal this second day of November A. D. 1840.

In Presence of D. Mitchell

Joseph H. Collins

The State of Mississippi

Thos. S. Catelings

Madison County personally appeared before me John J. Cameron Clerk of the Probate Court of said County, the above named Joseph H. Collins and Thomas S. Catelings 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.

3 seal

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

John J. Cameron

O. H. Pack } Received for Record 2nd November & Recorded 4th December 1840
 Mortgage

His Evidence made and entered into this thirty first day of October A. D. Eighteen hundred and forty between Orlando H. Pack of the first part and William Pack and Samuel D. Livingston of the second part, all of Madison County State of Mississippi. Witness that whereas the said Orlando H. Pack is indebted to the Commercial Bank of Natchez at its Branch and Center, and to the Third and Orleans the said William Pack and Samuel D. Livingston have become liable as securities for said Orlando H. Pack, to said Bank and Branch on the following described notes to wit, One Note for Three Hundred dollars dated August 10. 1838 payable 1st May 1839 to John Mann or order and signed by O. H. Pack, and Wm Pack, an other note for Three Hundred and ninety six dollars and fifty cents, dated April 3rd 1838, and payable 1st May 1839, to John Mann or order and signed by O. H. Pack and S. D. Livingston, an other Note for Three hundred dollars dated June 16, 1839, and payable twelve Months after date to the Commercial Bank of Natchez at the Branch at Canton, and signed by O. H. Pack, S. D. Livingston, M. C. Underbush, and D. C. Sanderson, and one other note for five hundred and fifty seven dollars and eighty cents, due 12 months after 26th February 1840, payable to Motz & Sanderson or bears at the Commercial Bank of Natchez at the Branch at Canton, dated 26th February 1840 and signed by O. H. Pack, S. D. Livingston and William Pack, and whereas the said Orlando H. Pack is herewith desirous to indemnify and save harmless the said William Pack and Samuel D. Livingston from all loss or damage on account of their liability as securities as aforesaid, Now therefore for and in consideration of the premises

and for the further consideration of ten dollars to him in hand paid by
 the said William Pack and Samuel D. Livingston at and before the signing
 and delivery of these presents, the receipt of which is hereby acknowledged
 the said Orlando F. Pack hath this day granted, bargained sold and conveyed
 and by these presents doth grant, bargain sell and convey unto the said William
 Pack and Samuel D. Livingston their heirs and assigns forever the following
 described lots of ground in the Town of Canton Madison County Mississippi
 to-wit on which the said O. F. Pack now resides, to wit Lot No four in
 square No Ten, and then beginning at a stake in the North line of the Town
 of Canton, on the East side of Union Street and at the North West Corner of
 Lot No 4 in square No 80, then running north in the direction of said Street
 fifty five poles to a stake in A. S. Standys line, thence East with said line
 one hundred and eighty feet, then one hundred and fifty feet from the place
 of beginning to include four acres, together with the appurtenances there-
 unto belonging, To Have and to hold the aforesaid premises with all
 and singular the servitudes and appurtenances, thereto belonging
 or in any wise appertaining unto the said William Pack and Samuel
 D. Livingston their heirs and assigns forever, And the said Orlando F. Pack
 for himself his heirs Executors and administrators hereby covenants and
 agrees to and with the said William Pack and Samuel D. Livingston their
 heirs Executors administrators and assigns that he is well seized in fee of the
 aforesaid premises, that he has good right and lawful authority, to sell and
 convey the same as aforesaid, that the same are conveyed free and clear of all
 incumbrances and that he will and his heirs shall warrant and forever
 defend the right and title to the aforesaid premises with the appurtenances
 unto the said William Pack, and Samuel D. Livingston their heirs against
 himself his heirs and against all and every other person or persons law-
 fully claiming, or to claim the same or any part thereof either in Law or
 Equity, Provided however, and this conveyance is made upon the following
 conditions, that if the said Orlando F. Pack or his heirs Executors or ad-
 ministrators or either of them or any other person for him or them, shall
 will and truly pay or cause to be paid the several Sums of Money in
 said notes above specified, and described when the same shall sever-
 ally become due and payable together with all interest and cost
 that may accrue thereon, and its hereby agreed, by and between the
 said parties that the said Orlando F. Pack his heirs shall be at
 liberty to renew the above described notes from time to time with
 the consent of said Bank and John Mumby by giving the same security
 as this especially solvont, and paying up or causing to be paid to said
 Bank and Mumby such instalments as may be required by said
 Bank or John Mumby, And further that the said Orlando F. Pack
 shall save keep harmless and indemnified from all loss and damage
 on account of his said securityship, the said William Pack and Samuel
 D. Livingston their heirs their and in such Case this Evidence be null
 and void, otherwise to remain in full force and virtue, And it is com-
 manded and agreed by and between said parties that said Orlando-

Some words very nearly and exactly as they are written in the original
 document as compared with the copy made by me for my own use
 and the copy made by me for the use of the Madison County
 Clerk of the Court
 Wm. D. Mumby
 Clerk of the Court
 Madison County
 Mississippi

St. Pack shall remain in peaceable and quiet possession and enjoyment of said premises free from the hindrance or interruption of the said William Pack or Samuel, D. Livingston their heirs or assigns until default be made in the payment of the above described promissory notes or until said William Pack or Samuel, D. Livingston shall be compelled to pay said notes or any part thereof,

In testimony whereof the said Orlando St. Pack has hereunto set his hand and affixed his seal on the day and year first above mentioned. The words "four" in 38 line first page from the top was crossed out before signing. And the words "page" in the 3rd line 2nd page from bottom, was interlined before signing. The State of Mississippi, Madison County, ss. Orlando St. Pack

Personally appeared before me John H. Garrison Clerk of the Probate Court of said County, Orlando St. Pack who acknowledged that he signed, sealed and delivered the foregoing deed of Mortgage 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 2nd day of November A.D. 1840 John H. Garrison Clerk

At R. M. Hill } Received for Record 8th Received 9th December 1840.
Beth Sale } Nashville Tennessee September 7th 1840
N. Hobson & others } For and in consideration of the sum of twenty four thousand dollars to me in hand paid by the Planters Bank of Tennessee and one dollar in hand paid by Nicholas Hobson, Matthew Watson & William P. Bowers, the receipt whereof is hereby acknowledged. I have this day bargained, sold, conveyed and delivered, and do hereby these presents do the bargain sell convey and deliver unto the said Nicholas Hobson, Matthew Watson & Wm P. Bowers the survivors or survivor of them their heirs heirs & assigns forever, the following described property. Slaves for life and appertain to be of a year affixed to their names, viz Hannibal aged about thirty seven years Aley thirty five years, Little Hannibal fourteen years, Martha three years, Nelson twelve years, Margaret eight years, Amy six years, America five months, Albert Egyptian years, Mat twenty two years, Lisa thirty years, Armsted thirty years, Dickie nineteen years, Lear forty years, Nancy Top twenty six years, Nancy Russell twenty five Amy twenty one years, Beckey twenty four years, Eliza fifteen years, Polony twenty seven years, William four years, Annanda two years, Anne twenty four years, Louisa nine years, Maria twenty five years, Liddy twenty seven years, Celice thirty years, Horace fifteen years, Jerry Egyptian years, Caroline five years, Susan 50 years, Carry twenty eight years, Sidney twenty seven years, Armsted seventeen years, Matilda twenty two, Charity twenty three, in all thirty seven number and now on and belonging to a plantation in Mississippi conveyed by my self Maryanna E. Hill to the above named Hobson, Watson & Bowers for purposes expressed in said deed bearing date 2nd Sep. 1840, & more particularly known as the "Trade Plantation" Also the following described stock viz two hundred head of sheep twenty three horses or mules, four cattle, five hundred head of hogs, one hundred head of Cattle, together with all the farming utensils of every sort & description

on said plantation, the title to the above mentioned negroes & other property. I do hereby bind my self my heirs Executors, administrators & all legal representatives to protect & defend to the said Planters Bank of Tennessee & the said N. Hobson M. Watson & W. P. Brown the survivors or survivors of them, their heirs and assigns forever against the Claims titles or demands of all and every person or persons whatsoever. In testimony whereof I have hereunto set my hand & affixed my seal this date & year above written, I warrant the above negroes to be above bonds on the 1st Sept 1840

Test N. E. Alloway & G. M. Cantrell

H. R. Hill Seal

State of Tennessee Personally appeared before me Morgan W. Brown District Judge of the United States for the District of East. Middle & West Tennessee Nathaniel E. Alloway and George M. Cantrell two subscribing Witnesses to the annexed Deed of Sale who being first duly sworn depose & say that they saw the above named H. R. Hill, whose name is subscribed thereto sign seal & deliver the same to Nicholas Hobson, Matthew Watson & William P. Brown, that they the sd deponents subscribed their names as witnesses thereto in the presence of the said H. R. Hill and in the presence of each other on the day and year in the said Deed of Sale named,

Groom under my hand & seal this twenty fifth day of November one thousand eight hundred & forty

M. W. Brown Seal

H. R. Hill Esq Received for Record 8th & Recorded 9th December 1840

Seal

M. Watson, Hobson & Fogg This Indenture made and entered into this twenty eighth day of September in the year of our Lord Eighteen hundred and forty between Henry R. Hill and Margaretta E. Hill of the City of New Orleans in the State of Louisiana, of the one part, and Matthew Watson, Nicholas Hobson and Francis B. Fogg of the other part; Witnesseth that for, and in consideration of the sum of Twenty five thousand dollars to them in hand paid by the Planters Bank of Tennessee established in Nashville State of Tennessee, and of Two dollars paid by said Watson, Hobson & Fogg, the receipt of which is hereby acknowledged the said Henry R. Hill and Margaretta E. have this day given, granted bargained & sold, and by these presents do give, grant, bargain, sell, transfer, alien and convey to the said Matthew Watson, Nicholas Hobson, and Francis B. Fogg the survivors or survivors of them, their heirs and assigns forever, the following described tracts or parcels of land, in Madison County State of Mississippi to wit; A tract of land containing 560 acres adjoining the lands of Moore, Sedwell & Bonner, being the same land upon which Madison P. Mills resided on the 3rd of May 1837. Also a tract of land, containing 200 acres known and designated as the North half of the West half of the North West quarter, and the South half of the East half of the North West quarter of Section 13. The South half of the East half of the North East quarter of Section 14. North half of the West half of the North West quarter, and the North half of the East half of the North West quarter of Section 13. all in Township

Ms. B. H. P. 187

8. Range two East, and containing two hundred acres, being the same two hundred and sixty acres, conveyed to H. M. Hill, by C. S. Stapley Trustee as by deed bearing date 19th November eighteen hundred thirty eight and Recorded in the Clerk's office of the Probate Court of Madison County in Book of pages 230 & 231 - Also a tract of land containing 1020 acres in Madison County, near Vernon on the West of Big Rock adjoining the lands of William Gorty, S. P. Thomas, Lewis Campbell and the 16th section, being the same land sold by Deick and Garrison to Mitchell & Johnson by them to Walker & Johnson, and by the Marshal of the Southern District of Miss^{is}, to H. M. Hill under a judgment against Mitchell & Johnson and Walker & Johnson, which deed is on Record in Madison County Mississippi, and by reference thereto will more fully describe the land to have and to hold the same and the privileges and appurtenances. As of to the said Matthew Watson Nicholas Hobson & Francis B. Fogg, and the survivors or survivor of them & their heirs assigns & the heirs assigns of the survivors or survivor; The said Henry R. M. Hill and Margaritta E. do hereby bind themselves their heirs Executors administrators and assigns to warrant and forever defend the aforesaid land and bargainable premises and present growing crop and every part thereof to the said Matthew Watson Nicholas Hobson and Francis B. Fogg their heirs and assigns forever against the lawful claims of all persons whatever, and the said Henry R. M. Hill doth covenant and agree with the said Matthew Nicholas and Francis and the survivors or survivor of them that he the said H. R. M. Hill is the true and lawful owner of the before described tracts of land the privileges and appurtenances in fee simple and has good right and 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 Margaritta his wife shall and will at any time and at all times hereafter upon the reasonable request of the said Matthew Nicholas & Francis or either of them or of the Planters Bank of Tennessee make do and execute or procure to be made done and executed all and every such thing further acts or acts conveyances or assurances in the law whatsoever for the further better and more effectually assuring conveying and selling of all and singular the premises hereinbefore mentioned or intended to be herein conveyed, with their and every of their rights privileges & appurtenances to the only present use and behoof of the said party of the second part their heirs and 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 Twenty five thousand dollars herein before mentioned as the Consideration of this deed, is a debt heretofore owing by H. M. Hill, to the Planters Bank of Tennessee Contracted in the course of their ordinary Banking business and the land and 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 & Francis B. Fogg or the survivors or survivor of them according to the directions of the said Planters Bank of Tennessee and for its sole use and benefit.

In Witness Whereof We have hereunto set our hands and seals the date above mentioned on first page line 21 the words and by them to Walker & Johnson intended before the signing and sealing of this deed

	H. M. Hill	Seal
	Margaritta E. Hill	Seal
	M. Watson	Seal
	N. Hobson	Seal
	F. B. Fogg	Seal

State of Tennessee Personally appeared before me John Catron an associate
Davidson County Justice of the Supreme Court of the United States the above na-
med Henry M. Will, Margaret E. Will his wife Matthew Watson Nicholas
Hobson Francis B. Fogg with whom I am personally acquainted who acknowledged
that they severally signed sealed and delivered the foregoing deed on the day
and year therein mentioned as their act and deed, and I also certify
that the said Margaret E. Will wife of the said Henry M. Will 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, truly without
fear threats or Compulsion of her husband,

Given under my hand and seal this 2nd day of October one
thousand eight hundred & forty

J. Catron

W. H. & M. D. Will Received for Record 8th Recorded 9th December 1840.

Deed Trust

Matthew Watson & Fogg This Indenture made and entered into the 22nd day
of September one thousand eight hundred and forty by and between Philip
R. Healey Wm M. Lowell and Saml M. Lowell of Wilkes County State
of Tennessee of the first part, and Matthew Watson, Nicholas Hobson and Francis
B. Fogg of the County of Davidson and State of Tennessee of the other part, (Witnessed
that for and in consideration of the sum of five dollars to the said Philip R.
Healey, Wm M. Lowell and Saml M. Lowell paid by the said Matthew Watson
Nicholas Hobson and Francis B. Fogg, and other considerations herein after
mentioned, the said Philip R. Healey, Wm M. Lowell and Saml M. Lowell
have granted, bargained, sold, conveyed and confirmed, and by these presents
doth give grant, bargain sell convey and confirm unto the said Matthew Watson
Nicholas Hobson, Francis B. Fogg and their heirs and assigns forever
all the following described tract or parcel of land lying and being in the
counties of Madison and Giles State of Mississippi and described as follows to wit:
The E. half of the N. E. quarter of Section Eleven, Township Seven Range two N.
Containing 80, 94/100 acres more or less, the N. half of the W. half of N. E. quarter,
the S. half of W. half of N. E. quarter, all in Section two, and the W. half of N. W.
quarter of Section One, also W. half of N. W. quarter of Section twelve, W. half of
S. W. quarter and W. half of N. E. quarter of Section One, The E. half of S. E. quarter
of Section two, The E. half of N. W. quarter of one Acre Township No 7. Range
two N. also W. half of S. W. quarter of Section thirty six, and E. half of S. E.
quarter of Section thirty five in Township eight Range two N. and E. half of S. W.
quarter of Section thirty six Township eight Range two N. all of which lands
lying and being in the Counties of Giles and Madison Mississippi containing
in all three hundred fifty seven and 1/100 acres more or less, being the same
heretofore conveyed to Healey Wm M. Lowell by William Jones. To have and to
hold said tracts and parcels of land with all the buildings, Privileges appur-
tenances, and the rents issues, profits and crops thereon and to grow thereon
unto the said Matthew Watson, Nicholas Hobson and Francis B. Fogg, the
heirs or survivor of them their heirs and assigns forever, and their

and assigns of the donor or donors. In Trust Nevertheless do and for the following uses and purposes to wit: that whereas the said Philip P. Healy and William M. Howell have this day executed their note to the Planters Bank of Tennessee for twenty nine thousand two hundred and ninety four and 00/100 Dollars, payable on the first day of June 1841, at the Planters Bank at Nashville which note is given in Consideration of Money due and owing by the said P. P. Healy & W. M. Howell upon which Note so given as aforesaid it is agreed by and between said Bank and said P. P. Healy and W. M. Howell that when the said Note for twenty nine thousand two hundred and ninety four 00/100 Dollars becomes due, that of one fourth part thereof to wit the sum of seven thousand three hundred and twenty four dollars together with the interest on the remainder for twelve Months shall be paid at maturity, then and in that case the said Healy & Howell shall execute a note for the balance payable on the first of June 1842, and upon maturity of the second note of one fourth part of the original amount and interest as paid them and in that case, the same is to be renewed for the balance for twelve Months longer and so on, that the debt and interest shall be paid in four annual installments from the first of June 1840, and the agreement is that if the said several promissory notes and the monies therein specified due to the Bank be paid on or before the day when they severally fall due, then and in that case this deed of Trust is to be null and void and of no effect, But if there is a failure to pay the sums of money specified in either of the said notes at maturity, then and in that case the Trustees or the Survivors or Survivors of them by themselves or their Attorney or by their Attorney or attorneys, thereto lawfully authorized by Power of Attorney, shall proceed upon giving public Notice of the time and place of Sale in such manner as the Trustees may deem necessary to sell the lands and Crops hereby conveyed or so much thereof as may be necessary upon such terms and conditions either for Cash or upon Credit, as to said Trustees, or the Survivors or Survivors of them may seem necessary for the purpose of paying the installments and interest that may be due, and the expenses of this Trust, and it is agreed that until the failure to pay any and all of said notes, after they arrive at maturity, that the said Healy & Howell shall remain in possession of said land and the growing Crops upon said land subject to a receipt to the said Trustees, and in case of failure to pay as aforesaid they Covenant to surrender the possession of the same, to the said Trustees or the Survivors or Survivors of them or to their Attorney for the purpose of carrying this Trust into Execution, and in case the said Trustees shall all depart this life before the time limited for the execution of this Trust, then and in that case the President of the Planters Bank, for the time being, or his Attorney shall have the same powers as are conferred upon the Trustees of this deed, and shall be authorized to execute this Trust, and the said P. P. Healy W. M. Howell and Samuel M. Howell doth Covenant and agree to and with the said Matthew Martin Nicholas Hobson, and Francis B. Fogg, that they are the true and lawful owners of the said land hereby conveyed and have good right and title to convey the same that the said lands are subject to no incumbrances and that they will forever warrant and defend the same to the said Matthew Martin Nicholas Hobson and Francis B. Fogg, against the Claim and demands of all and every person or persons whatsoever, and the said Healy, M. Howell and Samuel M. Howell do further Covenant

and agree that they will from time to time and at all times hereafter upon request make and execute any other or further deeds or assurances for the property hereby conveyed to secure the payment of said several Sums of Money herein before specified, as may by said Trustees or the survivors or survivors of them be reasonably desired advised or required.

In Witness Whereof the parties have hereunto interchangeably set their hands and seals the day and date above mentioned,

Signed sealed and
delivered in presence of

Philip R. Haly seal
William M. Howell seal
Samuel M. Howell seal
M. Watson seal
N. Hobson seal
F. B. Fogg seal

State of Tennessee

Personally appeared before me Morgan M. Brown Judge of the District Court of the United States for the District of Tennessee the above named Philip R. Haly, William M. Howell, and Samuel his wife, Matthew Watson, Nicholas Hobson, & Francis B. Fogg, with whom I am personally acquainted who acknowledged that they severally signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed.

And I also certify that the said Samuel M. Howell wife of the said William M. Howell 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 and seal this twenty second day of Sept A.D. One thousand Eight hundred and forty

Morgan M. Brown seal

Thos. J. Catchings Received for Record November 2nd Recorded December 10th 1840

Deed

Henry Staysman This Indenture made the second day of Nov^r in the year in the year of our Lord One thousand eight hundred and forty. Between Thomas J. Catchings and Sophia Catchings his wife of the County of Madison and State of Mississippi of the first part, and Henry Staysman of the same County and State of the second part, Whereas the said Thomas J. Catchings and wife by deed bearing date the 27th day of June 1836 and duly Recorded in the proper office of said County in Book of Deeds B. Page 176. Conveyed to Henry Stays and Henry Staysman in fee simple twenty two feet of the South East Corner of Lot No 2 in Square No 2 in the Town of Canton, and Whereas it after wards appeared upon an investigation of the Plat of said Town, that Lot No 2. was not the lot a portion of which was intended to be conveyed by said Deed, and to which said Lot No 2. the said Catchings had no right title or Claim whatever, but that the same was inserted in said deed through mistake in stead of Lot No 3 in Square No 2 in said Town, and Whereas in consequence of said mistake in the number of said lot the said Stays and Staysman by deed bearing date the 25th day of April 1838 and duly Recorded in the proper office of said County in Book of

Deeds. It page 58. conveyed to the said Catlings the said Lot No 2, as inserted in said deed by mistake as aforesaid, and whereas since the said conveyance of the said Lot No 2 by the said Hines and Haysman to the said Catlings as aforesaid, the undivided interest of the said Hines in and to the Lot intended to be conveyed, has been levied upon and sold at Sheriff's sale, and whereas the said Haysman is now desirous to have a deed to his undivided half to said Lot No 2 which was originally intended to be conveyed by the said Catlings to the said Hines and Haysman, Now therefore this Indenture, Witnesseth, that the said parties of the first part, for and in consideration of the sum of one hundred and twenty eight dollars to them in hand paid by the said Haysman the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain sell and convey unto the said Henry Haysman an undivided one half part, of twenty two feet of the South East Corner of Lot No 2 in Square No 2 in the Town of Canton and running back two hundred feet, To have and to hold the aforesaid premises, and described premises, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining to the said Henry Haysman his heirs Executors administrators and assigns forever. And the said parties of the first part, for themselves their heirs Executors administrators and assigns the aforesaid and herein granted premises will warrant and forever defend against the lawful Claim or Claims of any and all persons whatsoever,

In testimony whereof we have hereunto set our hands and affixed our seals the day and year above written,

Signed sealed and delivered in presence of,

Thos. Catlings Seal
 Sophia Catlings Seal

The State of Mississippi

Madison County } Personally appeared before me John H. Hammon Clerk of the Probate Court of said County Thomas B. Catlings and Sophia Catlings his wife who acknowledged that they signed sealed and delivered the above and foregoing deed on the day and year and for the purposes therein specified as their act and deed, and Sophia the wife of said Thomas B. Catlings 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 and without any fear threats or compulsion of her said husband.

Seal

Given under my hand and seal of office at Canton this 2nd Day of November A.D. 1840
 John H. Hammon Clerk

Saml Hamblin Shff } Received for Record 2nd November 7 Recorded 11th December 1840

Deed }
 Tupper Rollins & Chas. Dickson } This Indenture made and entered into the 2nd day of November Anno Domini One thousand Eight hundred and forty between Samuel Hamblin Sheriff of Madison County, Mississippi, of the first part, and Tullius C. Tupper & T. Rollins & Chas. Dickson of the second part, Witnesseth, that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid and against Saml M. Flournoy Esq. in the Case of Corcoran vs. M. Student, in the following cases

viz at the November Term 1838 of said Court as aforesaid to wit. for W. Lowme
 vs. Saml M. Flournoy Garn. due for \$99.36/100 Saml W. McComb vs. Saml M.
 Flournoy Garn. due for 310.61/100 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 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
 Saml M. Flournoy the same to be made the funds of Money mentioned in said
 Writs of fieri facias to render to the Plaintiffs 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 1st Day of Octr 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 Flournoy lying and being in the County of Madison aforesaid
 known as follows. to wit. North East 1/4 of section 25. South East 1/4 3/4 West half
 North East 1/4 of section 24 Township 8 Range 3 East, N 1/2. W 1/4 section
 18. N 1/2. North W 1/2 of section 19. Township 8. Range 3 East. Containing by esti-
 mation 560 acrs. 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 2nd day of No-
 vember A.D. 1840, and in the Madison Valley 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 Scamblin Sheriff
 as aforesaid, also proceeded on the 2nd Day of November A.D. 1840 to offer the
 same for sale at the Court house door aforesaid to the highest bidder for
 Cash. and J. S. Supper. Esq. H. Robbins. C. Hickman 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~~
 per acre the same in hand paid, the receipt of which is hereby acknowledged
 by Samuel Scamblin Sheriff as aforesaid by virtue of the authority vested
 in me as Sheriff, do hereby bargain, sell and Convey to the aforesaid J. S. Supper
 Robbins & Hickman all the right title, interest and Claim of the aforesaid
 Saml M. Flournoy 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
 Saml M. Flournoy his heirs Executors and Administrators,

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

The State of Mississippi

Saml Scamblin Sheriff

Madison County, ss) Personally appeared before me John J. Cameron Clerk
 of the Probate Court of said County, Samuel Scamblin who acknowledged
 that he signed sealed and delivered the aforesaid deed on the day
 and on the terms mentioned as his act and deed as Sheriff of
 said County;

Teste

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

John J. Cameron Clerk

Samuel Hamblin ymrs Received for Record 2^d November & Recorded 11th December 1840.

And Latham y Hamblin This Indenture made and entered into by and between Samuel Hamblin and Letitia Hamblin his wife of the first part and Henry Hamblin ymrs So. Latham administrator of the Estate of Andrew C. Burtin deceased, of the second part all of the County of Madison and State of Mississippi that for and in consideration of the sum of thirty five hundred dollars good and lawful money of the State aforesaid, paid by the said Henry Hamblin ymrs So. Latham administrator of the second part, to the said Samuel Hamblin and Letitia of the first part, the receipt whereof is hereby acknowledged, the said Samuel Hamblin and Letitia his wife of the first part, have this day bargained and sold, and by these presents do bargain and sell convey to the said parties of the second part as Adams of all and singular a Certain Lot or Parcel of ground in the County and State aforesaid near the Town of Canton & described as follows (to wit) beginning One hundred twenty two yds half yards East of the SW corner of the E 1/2 of the S.W. 1/4 of Section 19, of T. 9. R. 3 East, thence running due N 45.5 yds. thence East 122 1/2 yds. thence S. 45.5 yds. thence to the beginning containing by estimation Eleven and half acres be the same more or less together with all and singular the woods, Waters, Mines Minerals thereunto belonging or in any way appertaining, to Have to hold perform any obligation by the said parties of the first part, or their heirs assigns or administrators forever, or any other person or persons claiming or to claim the same.

In testimony whereof the said Parties of the first part have hereunto set their hands and affixed their seals this 26th day of October A.D. 1840. Signed sealed and delivered in presence of } Samuel Hamblin Seal
Letitia Hamblin Seal
The State of Mississippi

Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County Letitia Hamblin wife of Samuel Hamblin the Grantor, and on a private examination separate and apart from her said husband; acknowledged that she signed sealed and delivered the within and instrument of Writing for the purposes therein mentioned without any fraud threats or Compulsion of her said husband, but freely voluntarily and of her own accord, and that the same is her proper act and deed on the day and year therein written, Given under my hand and seal this 27th October A.D. 1840. H. B. W. Fleming, J.P. Seal

The State of Mississippi } 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, Given under my hand and seal of Office at Canton this 3^d Day of November A.D. 1840 John J. Cameron Clerk

Seal

John Briscoe Received for Record 4th November & Recorded 11th December 1840

Bill Sale

Charles Sevier Received of Charles Sevier Twelve thousand five hundred dollars in full payment for the following Negro Slaves viz Asberry, Caroline, Sissini Malinda, Deck, Lizer, Gilbert, Mahala, Phil, Maria, Jeff. Suckey, Richard Harry, Henry, Charlotte, Ursula, Isaac, Randall, Catty Child, Bill, Margaret Billy, Rachel & two Children, Sam. Esther Child, Chancy, Daniel, Harriet and her two Children, making in all thirty four together with the increase of the females thereof, which said Negro Slaves I warrant to be sound in body and mind and Slaves for life; and I will and do hereby warrant the title to the above named Slaves, and the future increase of the females unto the said Charles Sevier and his heirs and assigns forever against the Claim or Claims of all persons whatsoever Claiming or to Claim said Slaves or any part thereof.

Witness my hand and seal this 4th Day of November
AD 1840.

The State of Mississippi

John Briscoe Seal

Madison County ss. Personally appeared before me John J. Cameron Clerk of the Probate Court of said County, John Briscoe who acknowledged that he signed sealed and delivered the foregoing Bill of sale on the day and for the purposes therein specified as his act and deed.

Seal

Given under my hand and seal of Office at
Jackson this 4th Day of November AD 1840

John J. Cameron Clerk

Charles Sevier Received for Record 4th November & Recorded 11th December 1840

Mortgage

John Briscoe This Indenture made and entered into this fourth day of November in the year of our Lord one thousand eight hundred and forty between Charles Sevier of the one part; and John Briscoe of the other part, all of the County of Madison and State of Mississippi (Witnesseth) that the said Charles Sevier for and in Consideration of the sum of nine thousand three hundred and ten & 50/100 dollars to him in hand paid at and before the sealing and delivery of these presents, the Receipt of which is hereby acknowledged, has this day granted, bargained, sold, and by these presents does grant, bargain and sell unto the said John Briscoe his heirs, the following named Negro Slaves, to wit, Asberry, Caroline, Sissini Malinda, Deck, Lizer, Gilbert Mahala, Phil, Maria, Jeff. Suckey, Richard, Harry, Henry, Charlotte, Ursula Isaac, Randall, Catty Child, Bill, Margaret, Billy, Rachel & two Children, Sam. Esther Child, Chancy, Daniel, Harriet and her two Children, together with the increase of the females of said Slaves, and said Slaves are hereby warranted sound in body and mind and Slaves for life, and the said Charles Sevier hereby warrants the title to said Negro Slaves unto the said John Briscoe against himself his heirs and against all and every other person or persons whatsoever Claiming or to Claim the same or any part thereof, Provided nevertheless that if the said Charles Sevier his heirs Executors

administrators or assigns shall pay or cause to be paid to the said John Briscoe his heirs Executors, administrators or assigns the sum of seven thousand three hundred and fifty dollars, the amount due to said Briscoe from said Lewis as evidenced by the promissory note of said Lewis bearing even date with these presents, dated Canton November 4th 1840 and payable on or before the thirty first day of April 1844 at the Branch of the Commercial Bank of Natchez at Canton to the order of said John Briscoe and signed by S. C. Gayden and S. N. Varnock as joint drawers and shall also pay or cause to be paid one other note payable to the order of said John Briscoe at the Branch of the Commercial Bank of Natchez at Canton six months after date and dated Canton November 4th 1840 for two thousand dollars, drawn by said Charles Lewis and S. C. Gayden and S. N. Varnock. From and from thenceforth this Indenture and every matter and thing herein contained shall cease to determine and become absolutely null and void any thing herein contained to the contrary notwithstanding. And it is understood and agreed between the parties hereto that the said Charles Lewis is to remain in the possession use and enjoyment of the slaves above mentioned until default be made in the payment of the promissory notes above described without let hindrance or molestation of any kind whatever, from the said John Briscoe his heirs Executors administrators or assigns, and it is further understood and agreed that said Lewis shall be allowed the privilege of redeeming said notes from time to time upon such terms and conditions as may be agreed upon by the Board of Directors of said Bank.

In testimony of all of which the said Charles Lewis (the party of the first part) hath hereunto set his hand and affixed his seal the day and year first herein written.

Charles Lewis Seal

The word "Witness" between 4th and 5th lines from top of 1st page and the word "and" between the 8th & 9th lines from bottom of 2nd page were interlined before signing sealing &c.

The State of Mississippi Personally appeared before me John J. Garrison Clerk Madison County, of the Probate Court of said County, the above named Charles Lewis who acknowledged that he signed sealed and delivered the foregoing deed of Mortgage on the day and year, and for the purposes therein specified as his act and deed,

Seal

Given under my hand and seal of Office at Canton this 4th day of November A.D. 1840
John J. Garrison Clerk

The State of Mississippi
Madison County, Know all my men by these presents that I John Briscoe of the County and State aforesaid for and in consideration of the sum of seven thousand three hundred and fifty dollars to me or hereof paid by the Commercial Bank of Natchez, have this day signed and as these presents do assign and transfer to said Bank all my right title claim and interest in and to the annexed and within Mortgage,

Given under my hand and seal this 4th day of November A.D. 1840
John Briscoe Seal

The State of Mississippi Personally appeared before me John T. Garrison Clerk
Madison County of the Probate Court of said County John P. Winco who
acknowledged that he signed sealed and delivered the foregoing agreement
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 4th Day of November A.D. 1840
John T. Garrison Clerk

Riland St. Nash, Received for Record 4th November & Recorded 14th December 1840
And

Town of Canton } This Indenture made and entered into this 25 day of April
A.D. 1840 Between Riland St. Nash of the County of Pickens and State of Alabama of
the one part; and James Priestley, President and Thomas S. Catcamp, Charles S. Shales,
Joseph T. Collins, William Smith, George W. Henderson and Charles C. Shackelford
Petitioners of the Town of Canton in the County of Madison and State of Mississippi
and their Successors in Office of the second part. Witnesseth, that the said party
of the first part for and in Consideration of the sum of One hundred dollars
to him in hand paid by the said party of the second part. at and before
the sealing and delivery of these presents, the receipt whereof is hereby ac-
knowledged, has this day granted, bargained, sold and conveyed, and by
these presents doth grant bargain, sell and convey unto the said party of
the second part & their assigns forever the following described lot or parcel of
ground situate, lying and being in the County of Madison and State of Miss-
issippi, bounded as follows viz. Beginning three hundred and ninety six and a half
(396 1/2) feet, South of the North East Corner of a lot of land conveyed by H. H. H.
Walter and Margaret Walter his wife to Solas Misfatchings by deed dated
15th November 1836 & recorded in the office of the Clerk of the Probate Court of said
County of Madison in Book of Deeds. & pages 166 & 167, running thence West four rods
thence South two hundred & ninety three feet three inches, thence East forty
eight & one half yards, thence North two hundred and ninety three feet three inches
thence West to the beginning One Acre, as a Burying ground for the use and benefit
of said Town of Canton forever together with all and singular the tenements
and appurtenances therunto belonging or in any wise appertaining. To have
and to hold the above described and hereby granted premises with the appurte-
nances unto the said party of the second part, their assigns or successors forever for
the purposes aforesaid, and the said party of the first part, for himself his heirs
Executors, and administrators doth hereby covenant and agree to and with
the said party of the second part, their Successors or assigns that he is well seized
in fee of the afore granted premises, that he has a good right to sell and convey
the same in manner and form aforesaid, that the same are conveyed free and
quit of all incumbrances, and that he will and his heirs Executors and ad-
ministrators shall warrant, and forever defend the title to the above
described premises with the appurtenances unto the said party of the second
part their Successors or assigns from and against the Claim or Claims of
himself his heirs Executors or administrators, and from and against
the Claim or Claims of all and every other person or persons whatsoever within

lawfully or equitably claiming the said premises or any part thereof,
In testimony whereof the said Richard H. Nash hath hereunto set
his hand and affixed his seal on the day and year first above written,
the State of Alabama

Richard H. Nash Seal

Pickens County } Know all men by these presents that I Prachy Nash wife of
Richard H. Nash the grantor in the foregoing deed for and in consideration of the sum
of Ten dollars to me in hand paid the receipt of which I do hereby acknowledge have
remained released and forever quit Claimed, and by these presents do release, release
and forever quit Claim to all and singular any right, title Claim or interest of
Dower which I now have or heretofore may have had in and to the lot or parcel
of Ground conveyed by my said husband in the annexed and foregoing deed unto
the President and selectmen of the Town of Canton Pickens County State of Miss-
issippi and their Successors or assigns forever, and I bind myself my heirs
Executors and administrators to warrant and defend the said premises unto
the said President & selectmen their Successors or assigns against the Claims
of all persons whatsoever,

Witness my hand and seal this _____ day of

April AD 1840

the State of Alabama

Pickens County

Prachy Nash Seal

Personally appeared before me James Peterson one of
the Justices of the Peace for the County of Pickens State of Alabama
Prachy Nash wife who severally acknowledged that they signed sealed
& delivered the within deed for the purposes therein contained, Prachy Nash
being privately & separately apart from her said husband acknowledged that
the signed sealed & delivered the within _____ freely & without any threats or
compulsion of her husband, Given under my hand & seal this the 8th
April 1840,

the State of Alabama

Pickens County

James Peterson Justice of the Peace Seal

I Francis W. Postick Clerk of the County Court for said
County do hereby Certify that the above named James Peterson was an acting
Justice of the Peace in said County at the time of signing the above Certificate
and that full faith should be given to all his acts as such

Given under my hand and seal of said County office
the 8th Day of June 1840

Seal

State of Alabama

Pickens County

Francis W. Postick Clerk

I John B. Moore Judge of the County Court of said
County Certify that Francis W. Postick whose name is subscribed
to the foregoing Certificate is & was at the time of subscribing the same
Clerk of the County Court of said Pickens County, that his acts as such
are entitled to full faith & Credit & that said Certificate is in due
form of law,

Given under my hand this 8th Day of June 1840

John B. Moore
Judge C. Ct. P. Co

A. H. Handy Received for Record & Recorded 14th December 1840

Bill Sale

Lucius S. Polk Know all men by these presents that A. H. Handy having been appointed a Trustee in the place of Johnson Silverberg deceased to execute the provisions of a Certain Decree of Court dated 20th March 1837, made by Equitable Decree for the benefit of Cassius Harniss, and having given due notice as required by said deed, did on this day expose at Public Auction to the highest bidder for Cash, at the Court House door in the Town of Canton in Madison County Mississippi, the following Negro Slaves named in said Decree, viz. Jordan and Mary, son of Anna, Adam, Peter, and a Child in Lucius S. Polk being there became the highest bidder and purchaser of said Negro Slaves for the sum of Seventy eight hundred and thirty five dollars and hath paid me said sum of money, and is desirous of obtaining a title to said Negro Slaves. Now therefore in Consideration of the premises I have granted, bargained and sold, and do hereby grant bargain and sell unto the said Lucius S. Polk of Maury County Tennessee all and singular the above named Negro Slaves for life, hereby conveying all the right title and interest of said Decree in & to said Negro Slaves to the said Polk his heirs and assigns forever. In Witness whereof I have set my hand & seal this 7th day of December Anno Domini 1840

The State of Mississippi

Madison County set } Personally appeared before me the undersigned Clerk of the Probate Court of the County & State aforesaid, the above named A. H. Handy and acknowledged that he signed sealed & delivered the above instrument of Writing on the day of the date thereof as his act and deed.

Seal

Given under my hand and seal of Office this 8th day of December Anno Domini 1840.

John J. Cameron Clerk

Ym, Mary Buckner Received for Record & Recorded 14th December 1840

Bill

Indell C. Groves This Indenture made this tenth day of April in the year of our Lord one thousand eight hundred and forty between Mary Buckner and William Buckner both of the County of Madison and State of Mississippi of the first part and Indell C. Groves of the County of Lake and State aforesaid of the second part, Witnesseth that the said Mary Buckner and William Buckner for and in Consideration of the sum of eight thousand dollars to them paid by the said Indell C. Groves the receipt whereof is hereby acknowledged, have granted, bargained and sold and do hereby grant bargain and sell convey alien and confirm unto the said Indell C. Groves the following tracts or parcels of land situate in the County of Madison in said State to wit, (The West half of the South West quarter, and the North half of the East half of the South West quarter of Section 1 and the North West quarter of Section twenty, Six Township Ten Range five East, and the East half of the South West quarter of Section twenty three Township Ten and Range five East, this being in discharge of an obligation said Indell C. Groves holds on said Mary Buckner and William Buckner

for a quantity of land except so much of said Bond as relates to the lands which said Groves has directed to be added to William H. Walker, (or to Walker and Lewis Vanvactor) all of which said lands are included in said payment of Eight thousand Dollars) To have and to hold the said several tracts of land aforesaid to the said Saddle Groves and to his heirs and assigns forever, and the title of said lands to the said Saddle Groves his heirs and assigns, the said Mary Buckner and William Buckner will forever warrant and defend against all persons whatsoever and for the true performance of their Covenant of Warranty they bind themselves their heirs Executors administrators and assigns.

In testimony of the above they have hereunto set their hands and seals the day and year first above written

Mary Buckner Seal
William Buckner Seal

The State of Mississippi
Madison County. } Personally appeared before me John H. Cook a Justice of the Peace for said County the above named William Buckner and his wife Mary Buckner who acknowledged that they signed sealed and delivered the foregoing deed of conveyance on the day and year therein mentioned as their act and deed for the purposes therein contained

Given under my hand and seal this 20th day of June 1840
Jno. H. Cook J. P. Seal

Saml. H. Smith Received for Record 13th Novemb^r Recorded 14th December 1840.

And
Mentz Edmonson This Indenture, made and entered into this 30th day of August Anno Domini one thousand eight hundred and forty, Between Samuel H. Smith, Sheriff of Madison County, Mississippi, of the first part, and Berley Matney, John S. Edmonson of the second part, Witnesseth that whereas, Judgment was rendered by the Circuit Court of the County of Madison aforesaid, and against James Farrar, in the following case viz; at the October Term 1838, of said Court, as aforesaid, to wit, Richard N. Thompson who sued for the use of L. Lastrap, Plaintiff, for the sum of One hundred ninety nine dollars, fifty cents and one half including damages and costs with interest at the rate of Eight per Cent per annum on One hundred and Eighty three dollars, together with nine Cents part thereof from the 20th day of October A.D. 1835, on his due Execution was bonded by John S. Edmonson, until paid and cost of said, and whereas writs of fieri facias issued from the office of the Clerk of the said Court aforesaid directed to the Sheriff of Madison County aforesaid, commanding him that of the goods and Chattels lands and Tenements of the aforesaid James Farrar, John S. Edmonson he cause to be made the sum of Money mentioned in said writ of fieri facias, to deliver 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 19th day of said A.D. 1840 to lay the aforesaid writ of fieri facias on the following described tract or parcel of land as the property of the said defendant Farrar, lying and being in the County of Madison aforesaid, known as follows to wit, The East half of the South East fourth of Section twenty, West half of the South West fourth of

Section twenty and, the West half North West fourth of Section twenty eight
 The East half of North East fourth of Section twenty nine Towns 14th South
 Range five East, Containing by estimation three hundred eighty eight 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 3rd Day of August A.D. 1840, and 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 3rd 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 Bailey Martin & Son. & Edmonson appeared and bid ³¹⁵⁵⁰ fifty
 Cents per acre which was more than any other person did or would
 bid. Now therefore for the Consideration of the aforesaid sum of fifty 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
 Martin & Edmonson all the right, title interest and Claims of the aforesaid
 James Farrar 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 James
 Farrar 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. Garrison
 Clerk of the Probate Court of said County Samuel Hamblin who
 acknowledged that he signed sealed and delivered the within and
 on the day and year aforesaid 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 15th Day of November A.D. 1840.
 John S. Garrison Clerk

Jacob S. Gergynis Receipt for Record & Recorded 15th December 1840
 Quit Claim Deed
 Mark R. Cockrill This Indenture made and entered into on this 23rd day of
 November in the year Eighteen hundred and forty, between Jacob S. Gergynis and Mary M.
 Gergynis wife of the County of Warren and State of Mississippi of the first part,
 and Mark R. Cockrill of the County of Davidson of the State of Tennessee of the second
 part, all together that the said Jacob S. Gergynis and Mary M. Gergynis his wife for and
 in Consideration of the sum of thirty thousand dollars to them in hand paid by
 the said Mark R. Cockrill at and before the sealing and delivery of their presents
 the receipt whereof is hereby acknowledged have this day given granted, bargained
 sold released and quit Claimed, and do by these presents, give grant, bargain and
 release and quit Claim unto the said Mark R. Cockrill his heirs and assigns forever.

and singulars, all their right title claim and interest both at law and in equity to the following tracts or parcels of land, Situate, lying and being in the County of Madison and State of Mississippi To wit, One hundred and twenty acres off of the south end of $\frac{1}{2}$ of section 16; and eighty acres off of the south end of $\frac{1}{2}$ of section 16; and $\frac{1}{2}$ of section 20; the whole of section 21; the $\frac{1}{2}$ of section 22, the $\frac{1}{2}$ of section 27, $\frac{1}{2}$ of section 28, the $\frac{1}{2}$ of section 29, all in Township Nine of Range One East of the Basis Meridian in Choctaw District, being the same lands conveyed by Mark M. Lockwith to Isaac Mabry. And the following tracts or parcels of land, Situate lying and being in the County of Madison and State of Mississippi to wit, Lots, Number One, two three four five and seven in Section thirty three Township Ten Range One East, containing 320 acres extend 27th July 1835, (the $\frac{1}{2}$ of section 16 and $\frac{1}{2}$ of section 16 in Township Nine of Range One West containing 339.0900 acres) extend 27th July 1835, and lots Number six seven and eight of Section two Township 9, Range One East, containing 240 acres extend the 15th August 1835, and also all and singular the following negroes, Slaves for life Anthony, and wife Caroline and two Children, Seneca and Becky Big Dan and wife Mary Keturick, and one Child, Franklin, Little David and wife, Sereky, Brackett and wife Patsy, Big Bob and wife Prudence, Dick (Blacksmith) and wife Milly D., and one Child Ellen; Bob and wife Mary Black; Big Daniel and wife Eliza and one Child, Andrew Little David and wife Charlotte and one Child Francis, Edmund and wife Eliza, Big George and wife Virginia and one Child Standrick, Stephen George and wife Sarah and one Child Francis, Big Henry and wife Betty, and one Child Harriet, Handy and wife Louisa, John and wife Nancy, Joe and wife Candis, Big Jake and wife Sally, Little Jake and wife Little Lincy, Jack and wife Lincy, Keturick for Holmes and wife Betty, and one Child Cassiah, John Canick and wife Polly D. Lillard and wife Liza, Peter (Aron) and wife Ann, Philip and wife Maria, and one Child Malinda, Rebecca and wife Lucy, Maria and wife Martha, Sam W. and wife Lincy, Gilbert and wife Cynthia, Allen and wife Little Sally, Little Will and wife Susan Brown and wife Little Abithy, Berroll and wife Matilda, L. Darborn and wife Minerva, Carter and wife Richd, Charles and wife Juliet, Little Dave and wife Ainy, Little George and wife Dick Heall and wife Polly, Little Henry, Henderson Jones, Linn, Harriet Anderson, John Crawley John Canick, Nathaniel, Nelson, Little Peter H. Phill, Peyton, Peter Hicks, Red, Sam Dent, Big Stephen, Little Stephen and Tom (now away), in all one hundred and four, together with all and singular the increase of said Negro Slaves, being the same Negro Slaves and their increase conveyed to Isaac Mabry by Mark M. Lockwith and by said Isaac Mabry to Jacob J. Jones, and also the following Personal Property, belonging and attached to said Plantation, to wit, all the horses, mules (except those belonging to William D. Green and his Mule) all the Cattle (except one Bull Calf and three in the summer of 1840) all the oxen, all the Hogs, and all the Uccypus, Ploughs, and farming utensils upon said plantation together with the Carriages and Blacksmiths tools, Limes, Gunpowder and Lead together, with the household and kitchen furniture (except such things as belong to Richard H. Bell and all the Crop of Corn, fodder and grain, of every description received on said plantation during the year 1840, except such parts thereof as may be used in feeding and sustaining the same until the harvest thereof is delivered, together with all provisions that may be then on hand, together with all and singular the promises and obligations in and to the said lands belonging or in any wise appertaining, to have and

to hold to the said Mark R. Lockrill his heirs and assigns all the foregoing described lands and premises in fee simple forever. And all the said Slaves and their increase that have been born, and also all other of the surviving Negroes on said plantation which were conveyed by M. R. Lockrill to said Jesse Mabry, and the Personal property aforesaid to the said Mark R. Lockrill his heirs and assigns forever, and the said Jacob S. Geyer, and Mary M. R. Geyer his wife for themselves, their heirs Executors and administrators by these presents, Covenant, promise, and agree to and with the said Mark R. Lockrill, his heirs Executors, and Administrators that they will and their heirs Executors and administrators shall forever warrant and defend the title to said granted lands, premises, Slaves and personal property against the Claim or Claims of all and every person and persons whatsoever, both at law and in equity claiming by through or under them,

In Testimony whereof the said Jacob S. Geyer and Mary M. R. Geyer his wife have hereunto set their hands and seals the day and year first above written,

J. S. Geyer Seal

Mary M. R. Geyer Seal

State of Mississippi

Warren County Personally appeared before me Harvey M. Jenkins Clerk of the Probate Court, of Warren County in the state aforesaid the above named Jacob S. Geyer and Mary M. R. Geyer his wife and acknowledged the foregoing deed of bargain sale and quit Claim to Mark R. Lockrill to be their act and deed and for the purposes therein mentioned, and that they had signed sealed and delivered the same as their act and deed, on the day of the date thereof, and the said Mary M. R. Geyer wife of the said Jacob S. Geyer being by me privately examined separately and apart from her husband the said Jacob S. Geyer, acknowledged that she signed sealed and delivered the same as her voluntary act and deed, freely without any fear, threats or coercion of her said husband,

Seal

In Testimony whereof I the said Harvey M. Jenkins Clerk of the Probate Court of Warren County in the state of Mississippi have hereunto set my name and affixed my seal of Office at Office in Vicksburg on this 23 day of November A.D. 1840

H. M. Jenkins Clerk

Allen Courtney Received for Record November 15th 1840

State of Mississippi

Madison County Know all men by these presents that we Allen Courtney & Marion C. Courtney his wife of said State and County have the day of the date hereof bargained sold and delivered, and do by these presents, grant, bargain sell and convey unto Samuel Hamblin of said State and County, for and in Consideration of the sum of fifteen hundred dollars the receipt whereof is hereby acknowledged, (the payment of which is made at and before the sealing and delivering of these presents) the following described tract of land lying and being situate in the County of Madison aforesaid. Known and designated as follows, to wit. The North East quarter of Section Twenty three Township Eleven North of Range four East, To have and to hold the above described lands with all and singular the rights and Privileges therunto belonging or in any wise appertaining to the only proper

and behoof of the said Samuel Hamblin his heirs and assigns forever
and in the said Allen Courtney and Marion E. Courtney his wife do Covenant
for ourselves our heirs Executors and administrators to and with the said Samuel
Hamblin his heirs and assigns that we the said Allen Courtney, Marion E. Courtney
his wife are well and truly seized of the said tract of land and that we will
forever warrant and defend the title to the same against all legal Claims
whatsoever. In testimony whereof we have hereunto set our hands and
seals this 3rd Day of November 1840

signed sealed and delivered in presence of,
The State of Mississippi

Allen Courtney Seal
Marion E. Courtney Seal

Madison County. Personally appeared before the undersigned Justice of
the Peace in and for Madison County Allen Courtney who acknowledged that
he signed sealed and delivered the above and foregoing deed for the purposes
therein set forth on the day and year therein written, and that the same is
his proper act and deed, Also Mrs Marion E. Courtney wife of Allen Courtney
on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed for the purposes
therein written without any fear threats or compulsion of her said husband
but freely voluntarily and of her own accord, on the day and year therein
written, and that the same is her proper act and deed.

Given under my hand and seal this 3rd Day of November
A.D. 1840.

W. B. Hemingway Seal

Saml Hamblin given Received for Record 11th November 1840

Deed State of Mississippi
John B. Rollins Madison County. Know all men by these presents that we Samuel
Hamblin and Letitia Hamblin his wife of said State and County have this day
bargained sold granted conveyed and by these presents do bargain sell grant
and convey unto John B. Rollins of said County for and in consideration of
the sum of fifteen hundred dollars to me in hand paid the receipt whereof
is hereby acknowledged at and before the sealing and delivery of these presents
by the said John B. Rollins the following tract or parcel of land lying and
being situate in the County of Madison aforesaid to wit The North East
quarter of Section Twenty three Township N^o Eleven North of Range five East
To have and to hold the above described with all and singular
the rights and privileges therunto belonging or in any wise appertaining unto the
proper use and behoof of the said John B. Rollins his heirs and assigns forever
And we the said Samuel Hamblin Letitia his wife Covenant for ourselves
our heirs and Executors to with the said John B. Rollins his heirs and assigns
that we are well and truly seized of said land in fee and that we will forever
warrant and defend the title to the same against all lawful Claims what-
soever. In testimony whereof we have hereunto set our hands and
seals this 26th day of October A.D. 1840

signed sealed & delivered
in presence of

Saml Hamblin Seal
Letitia Hamblin Seal

The State of Mississippi Ana Private examination before the undersigned
 Madison County Justice of the Peace in and for said County Letitia
 Hecumblin wife of the grenter separate and apart, further said husband
 acknowledged that she signed sealed and delivered the within deed or
 instrument of writing freely, voluntarily, and of her own accord without
 any fear, threats or Compulsion of her said husband, and that the same
 is her proper act and deed, on the day and year therein written,
 Given under my hand and seal this 31st day of
 October A.D. 1840

The State of Mississippi R. B. Fleming JP. Seal
 Madison County so Personally appeared before me John T. Jamison 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,
 Given under my hand and seal of office at
Seal Canton this 3rd day of November A.D. 1840
 J. John T. Jamison Clerk

Thomas J. Sorsby Received for Record 4th November; Recorded 16th December 1840
 Deed (The State of Mississippi) Reid by Sams
 Whereas Samuel H. Sorsby dec. late of Mad-
 erson County of the State aforesaid in his lifetime to wit on the 15th day of July
 A.D. 1835, made and delivered his bond to Joseph Reid and James M. Simms
 of the State of South Carolina, in the penal sum of fifty-eight thousand eight
 hundred dollars. Conditioned that if the said Samuel H. Sorsby should make
 and deliver to the said Joseph Reid and James M. Simms good and sufficient
 titles to a certain tract or parcel of land situate in Madison County State
 aforesaid, (The terms and conditions of said Bond will more fully appear by
 reference to the Record thereof in the office of the Probate Clerk of Madison
 County in Book of Deeds C. pages 206 & 207.) that the same should be
 void, And whereas the said Sam^l H. Sorsby died without having executed
 titles to the land set forth and described in said Bond according to the
 condition thereof, and application having been made to the Probate
 Court of Madison County aforesaid at the October Term 1840. for an order
 that the Executors of the said Samuel H. Sorsby should execute and deliver
 titles for the land aforesaid, and the said Court having at the said
 Term (Ordin^d) and decreed that the Executors of said Sorsby should execute
 and deliver titles to the land aforesaid, to the said Joseph Reid and to
 the heirs at law of the said James M. Simms he having died since the ex-
 ecution of the said Bond. Now therefore Know all Men by these presents
 that we James P. Thomas and Joseph Sorsby Executors of the last will
 and Testament of the said Samuel H. Sorsby in pursuance of the Bond aforesaid,
 and the order and decree of the Probate Court aforesaid, for and in
 consideration of the sum of thirty-four thousand four hundred dollars
 to the said Sam^l H. Sorsby in his lifetime and to us his Executors since
 his death paid by the said Joseph Reid and James M. Simms and

granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and release to the said Joseph Reid now of the State of Mississippi, and to the heirs at law of the said James M. Simms dec'd of the State of South Carolina all that tract or parcel of land lying and being in the County of Madison and State of Mississippi known and designated in the Plat of survey of the lands in the Choctaw Land District as being the East half of the North West quarter, and the North East quarter, of Section two, and the North half, and the South East quarter and the South half of the East half of the South West quarter of Section one, in Township Nine 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 about two hundred and twenty acres together with all and singular the rights, members, benefits and appurtenances to the said premises in present or in any wise appertaining. To have and to hold all and singular the premises aforesaid with the appurtenances to the said Joseph Reid and the heirs at law of the said James M. Simms dec'd, their heirs and assigns forever, and as the said James P. Thomas and Joseph Dorsley as Executors aforesaid of the said Samuel H. Dorsley do hereby warrant and forever defend all and singular the premises aforesaid to the said Joseph Reid and to the heirs at law of the said James M. Simms dec'd their heirs and assigns against the Claims of any person or persons whomsoever lawfully warranting and defending the same in as full and ample a manner as we may by law, and in pursuance of the bond and order decree of the Court aforesaid. Given under our hands seals this fourth day of November A.D. 1840

Subscribed the words their heirs and assigns before signing

J. P. Thomas, John P. Thomas
 J. Dorsley, Joseph Dorsley

The State of Mississippi
 Madison County ss Personally appeared before me John S. Cameron Clerk of the Probate Court of said County James P. Thomas and Joseph Dorsley who acknowledged that they signed, sealed and delivered the within and foregoing deed on the day and year and for the purposes therein specified as their act and deed, as Executors of the last will and testament of Samuel H. Dorsley dec'd.

J. P. Thomas

Given under my hand and Seal of Office at Canton this 4th day of November A.D. 1840

John S. Cameron Clerk

Said S. Livingston Received for Record 5th November & Recorded 16th December 1840

J. W. Comfort This Indenture made and entered into this second day of November in the year of our Lord one thousand eight hundred and forty, between Samuel D. Livingston and Phoebe Ann Livingston his wife of the County of Madison and State of Mississippi of the one part; and Joseph W. Comfort of the County and State aforesaid of the other part Witnesseth that for and in consideration of the sum of eight hundred and forty dollars to them in hand paid and

in accordance with the Conditions of a bond heretofore executed by said Livingston to said Comfort, hath granted bargained, sold, aliened and confirmed, and by these presents do grant, bargain sell alien and confirm unto the said Comfort his heirs forever all that tract or parcel of land lying and being in the said County of Madison and State aforesaid, and near the Town of Jackson Beginning and bounded as follows to wit Beginning at a Stake, the North East Corner of a Lot of Six Acres of land sold by said Livingston to John D. McLean thence with said McLean line N. 11 E. 40 Poles to a Stake thence N 80 1/2 E. 53 3/4 Poles to a Stake in the line of the Tract of land said Livingston purchased of Ludion A. Mills, thence with said line S. 8 E with said line to the Corner of said land a Stake thence S. 82 1/2 W. 65 Poles to the beginning containing fourteen acres more or less. To have and to hold said tract or parcel of land as described with all and singular the premises therunto belonging or in any wise appertaining therunto unto the said Comfort his heirs forever and the said Livingston and wife doth for themselves their heirs Executors and agrees to and with the said Comfort his heirs to warrant and forever defend the title of said land from themselves their heirs and from the Claim or Claims of all and every other person or persons whatsoever unto the said Comfort his heirs forever.

In testimony whereof the said Livingston and wife have hereunto set their hands and seals this day and year first above written.

S. D. Livingston *Seal*
 Phoebe Ann Livingston *Seal*

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 the grantor in the foregoing deed who acknowledged that he signed, sealed and delivered the same as his act & deed for the purposes therein contained on the day of its date. And Phoebe Ann Livingston wife of the said Samuel D. Livingston whose name is also subscribed to the foregoing deed, on an examination separately apart from her said husband acknowledged that she signed sealed & delivered said deed as her own act and deed, freely without any fear threats or Compulsion from her said husband.

Given under my hand & seal this fifth day of November A.D. 1840

Wm. S. Bailey Judge *Seal*

A. G. H. Gillespie } Received for Record 5th Novmber } Recorded 16th December 1840
 Deed

William C. Harrell This Indenture made and concluded on this the sixteenth day of October in the year of our Lord one thousand eight hundred and forty between Allen K. Gillespie of the County of Madison and State of Mississippi of the first part, and William C. Harrell of the County and State aforesaid of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of seven thousand two hundred dollars to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have bargained sold, aliened, conveyed and doth

by these Presents, bargain sell along convey unto the said party of the second part, the following tract or parcel of land (to wit) the North West quarter, and West half of the South West quarter of section thirty four, also the North East quarter, the East half of the South East quarter of section thirty three Township Eleven Range four East, containing four hundred and eighty acres more or less, situated lying and being in the County and State aforesaid, to have and to hold the above described tract or Parcel of land together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining to the said party of the second part, him, his heirs assigns forever, we do hereby warrant the title of the said bargain and premises to the party of the second part against the Claim of all and every person whatsoever,

In testimony whereof we have hereunto set our hands and seals on the day and year above written,

The State of Mississippi

Madison County, ss Personally appeared before me John J. Cameron Clerk of the Probate Court of said County the within named Allen C. Gillespie and Thomas H. Gillespie who acknowledged that they signed sealed and delivered the within and foregoing deed on the day and year and for the purposes therein specified as their act and deed;

3 seals

v v v

Allen C. Gillespie Seal
 Tho. H. Gillespie Seal

Given under my hand and seal of Office at Canton this 5th Day of November A.D. 1840
 John J. Cameron Clerk

John Priscoe Received for Record, 5th November, Recorded 16th December, 1840

Bill Sale
 I, John Cameron, Received of Donald Cameron, five hundred dollars in full payment for a Miss Woman Fanny, and her Child, Robert together with the future increase of said Woman Fanny, said Miss Maas are warranted sound in body and mind and slaves for life, and I will and my heirs Executors and administrators shall warrant and defend the title to said Slaves unto the said Donald Cameron his heirs Executors administrators and assigns against the Claims either lawful or equitable of all and every person or persons whomsoever claiming or to Claim the same forever by these presents;

A.D. 1840

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

3 seals

v v v

Given under my hand and seal of Office at Canton this 4th Day of November A.D. 1840
 John J. Cameron Clerk

Coleman Nichols Received for Record 5th November Recorded 17th December 1840

And

Willis W. Nichols This Indenture made and concluded this the fifteenth day of September one thousand eight hundred and forty between Coleman Nichols of the first part of the County of Madison and State of Mississippi and Willis W. Nichols of the County and State aforesaid of the second part. Witnesseth that the said Coleman Nichols 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 hath given granted, bargained sold and conveyed and by these presents doth give grant, bargain sell and convey unto the said party of the second part his heirs and assigns the following described tract or parcel of land lying and being and situate in the County of Madison and State aforesaid to wit. the S. 1/2 N. E. 1/4 of S. 1/2 N. W. 1/4 (N. 1/2 S. W. 1/4) of Section twelve N. W. 1/4 (E. 1/2 S. W. 1/4 section thirteen) E. 1/2 N. E. 1/4 of Section fourteen of Township 10 Range 3 East, ~~more~~ five hundred and fifty acres more or less together with all the tenements and appurtenances to the said land in any wise appertaining and belonging. To Have and to hold the above granted premises to the said Willis W. Nichols the party of the second part his heirs and assigns to his and their use and behoof, and the said Coleman Nichols for himself his heirs Executors or administrators doth Covenant with the said Willis W. Nichols his heirs and assigns that he will and his heirs Executors and Administrators shall warrant and defend the same to the said Willis W. Nichols his heirs and assigns forever against the lawful demands of all persons Except the Mississippi Chartered Bank, to which the said premises were heretofore mortgaged and are now subject to the same

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

The State of Mississippi

Coleman Nichols Seal

Madison County of Mississippi Personally appeared before me Henry White an acting Justice of the Peace in and for said County, Coleman Nichols who acknowledged he signed sealed and delivered the True Deed of Conveyance for the purposes therein contained. Given under my hand and seal this 2nd day of November 1840

Henry White, J.P. Seal

John C. Beuthall Received for Record 5th November Recorded 17th December 1840

Mortgage

John C. Beuthall This Indenture made this thirteenth day of October Anno Domini Eighteen hundred and forty between John C. Beuthall and Monroa his wife of the County of Madison and State of Mississippi of the one part, and Joseph Collins and James Richards of the same County and State of the other part. Whereas the said John C. Beuthall and the said Joseph Collins and James Richards by their joint and several promissory notes (the one dated the twenty fifth day of March A.D. 1840 and due twelve months after date and payable to the Commercial Bank of Natchez at its Branch at Canton for

six hundred dollars. The other for eight hundred and eighty dollars due
 and payable twelve months after the twenty seventh day of April A.D. 1846 to said
 Commercial Bank of Newbury at its Branch at (Lewiston) should indebted, note and have
 promised to pay to said Bank at its Branch at Lewiston as aforesaid the sum
 of money in said notes specified at the times they severally become due and payable.
 And whereas the said Joseph Collins and James Richards have executed the above
 described notes as sureties for the said John C. Benthall and solely for the benefit
 use advantage and accommodation of the said John C. Benthall and for no other
 consideration. Whereas, Now this Indenture Witnesseth that the said
 John C. Benthall's wife in consideration of the promises made for the purpose of pro-
 tecting securing and indemnifying the said parties of the second part from the
 payment of the above mentioned notes or any interest costs charges and damages
 which may accrue thereon and by reason of their liability and also in consid-
 eration of the further sum of ten dollars to him the said Benthall by the said parties
 of the second part in hand well and truly paid at and before the sealing and
 delivery of these presents, hath granted bargained sold released and confirmed
 and by these presents doth grant bargain sell release and confirm unto the said
 Joseph Collins and James Richards their heirs and assigns the following described
 lot or parcel of ground situate lying and being in the County of Madison and State
 of Mississippi that is to say Lot A.D. according to the Plat of the Town of Lewiston
 containing three acres and three quarters of an acre being the lot of ground on which
 the said Benthall now resides To have and to hold the above described lot or
 parcel of ground and every part and parcel thereof together with the buildings
 improvements and appurtenances thereto belonging to the said parties of the
 second part their heirs and assigns forever Provided always and it is the int-
 ent and meaning of these presents and of the parties herunto that the said
 John C. Benthall his heirs Executors administrators do and shall well and truly
 pay and satisfy the Promissory Notes herein before described together with all
 interest costs damages charges when the said notes shall become due and
 payable or as they may be renewed from time to time and so arrange by
 final settlement or otherwise so as to save and keep harmless and indemnify
 the said Joseph Collins and James Richards their heirs and from thence-
 forth these presents and every matter and thing therein contained shall have
 determine and be utterly null and void anything therein contained to the
 contrary notwithstanding And Provided Also that until
 default is made in the payment of the said Promissory Notes as aforesaid
 it shall and may be lawful to & for the said John C. Benthall his heirs
 Executors or administrators to hold and enjoy the said lot or parcel of
 ground and premises hereby granted and released with the appurtenances and
 the rents & profits produce thereof to take receipt to their own use or to that
 any lawful suit in law or in equity or demand or satisfaction of them or by
 the said parties of the second part their heirs or assigns or any person or persons lawfully
 claiming by from or under them or either of them

In Witness Whereof we have hereunto set our hands & affix our seals this day
 and year first herein before written
John C. Benthall
 James Richards

This is a copy of the original of the above described instrument as the same is on file in the office of the Clerk of the Court of the County of Madison State of Mississippi this 10th day of April 1846
 Clerk of the Court

The State of Mississippi Personally appeared before me John C. Cameron Clerk of the Madison County Probate Court of said County the above named John C. Benthall and Minerva his wife who acknowledged that they signed sealed and delivered the foregoing Deed of Mortgage on this day and for the purposes therein specified as their act and deed; And Minerva the wife of said John C. Benthall 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 and without any fear, threats or compulsion of her said husband,

Seal

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

V. V. V.

John C. Cameron Clerk

John Priscoe Received for Record 5th November Recorded 18th December 1840

Deed. Samr C. Small This Deed was made and entered into this 5th day of November A.D. 1840 between John Priscoe and Jane Priscoe his wife of the first part, and Samr C. Small 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 five hundred and fifty dollars to them in hand paid by the said party of the second part at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged have this day granted bargained and sold and by these presents do grant bargain and sell unto the party of the second part, and his heirs and assigns forever, a certain lot or parcel of ground, situate lying and being in the Town of Canton and known and described in the plan of Survey made by said Priscoe (party of the first part) as follows to wit, Beginning at the Corner of Liberty and Academy Streets, and running thence South with Liberty Street, One hundred and ten feet, thence East four hundred and eight feet, thence North One hundred and ten feet, to Academy Street; thence West with said four hundred and eight feet to the Beginning containing an acre be the same more or less and known as the Female Academy lot, together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, to have and to hold the above described lot or parcel of ground, with the appurtenances thereto belonging or in any wise appertaining, to have and to hold the above described lot or parcel of ground, with the appurtenances unto the said party of the second part his heirs Executors, Administrators, and assigns forever. And the said party of the first part for themselves their heirs Executors, and administrators do hereby covenant and agree to and with the said party of the second part in witness whereof signed in full of the aforegranted premises, and have good right to sell and convey the same as aforesaid and that they with and their heirs shall warrant and defend the title to the aforegranted premises with the appurtenances unto the said party of the second part his heirs assigns all and every person or persons whatsoever with lawfully or equitably claiming or to claim the same or any part thereof forever.

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 mentioned,

John Priscoe Seal

Jane Priscoe Seal

The State of Mississippi Personally appeared before me John S. Cameron Clerk of Madison County ss the Probate Court of said County John Brisson and Jane Brisson his wife who severally acknowledged that they signed sealed and delivered the foregoing deed within act and deed, on the day and for the purposes therein mentioned, and the said Jane wife of the said John Brisson on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered said deed freely and voluntarily without the fear threats or compulsion of her said husband,

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

John S. Cameron Clerk
By Charles Lewis & Co

Seal

John Brisson Received for Record 5th November & Recorded 18th December 1840

John D. McLean This Indenture made and entered into this fifth day of November A.D. 1840 between John Brisson and Jane Brisson his wife of the first part and John D. McLean 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 four hundred and ten thousand dollars to them in hand paid by the said party of the second part, at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have this day granted bargained and sold and by these presents do grant bargain sell and convey unto the said party of the second part his heirs and assigns forever a certain lot or parcel of ground situate lying and being in the Town of Canton and known and designated on the plat of Survey made by said Brisson as Lot No. five in Square No. Two fronting and bounded with Liberty Street and running back West from said street two hundred feet together with all and singular the hereditaments and appurtenances thereto in anywise or in anywise appertaining. 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 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 of that they are well seized in fee of the aforesaid premises that they have good right to sell and convey the same as aforesaid, and that they will and their heirs shall warrant and defend the title to the aforesaid premises with the appurtenances unto the said party of the second part his heirs against the Claim or Claims 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 hereunto set their hands and affixed their seals the day and year first above written

John Brisson Seal
Jane Brisson Seal

The State of Mississippi Personally appeared before me John S. Cameron Clerk of Madison County ss the Probate Court of said County John Brisson and Jane Brisson wife of the said John Brisson who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and for the purposes therein mentioned

And the said Sam Briscoe being examined separate and apart from her said husband acknowledged that she signed sealed and delivered said deed freely and voluntarily without the fear threats or Compulsion of her said husband;

3 part

Given under my hand and seal of Office at Canton this 5th Day of November A.D. 1840,

John J. Cameron (Judge)
By Charles Lewis (Clerk)

Wm. H. Headen Received for Record 14th / Recorded 19th December 1840

And Harrison Jordan This Indenture made and extend into then the 25th day of October in the year of our Lord Eighteen hundred and forty between William M. Baden and Eliza his wife of Madison Cty. State of Miss. of the one part, and Harrison Jordan of Williamson Cty. State of Tennessee of the other part, Whose full and true consideration of the sum of Two thousand dollars in hand paid the receipt whereof is hereby acknowledged by the first party, before the signing and sealing of these presents, the party of the first part, has granted, bargained and sold and by these presents doth bargain, grant and sell to the party of the second part, the following described tract or parcel of land, lying and being situated in the County of Madison State of Miss; on the Waters of Bear Creek, known and designated as (the West half of the North West quarter of Section No 35. Township No 9. Range N. 2 East, containing Eighty Acres More or less, agreeably to the Cinctaw Survey), To have and to hold the aforesaid land with all its appurtenances thereto belonging to the said land, the said William M. Headen and his wife Eliza R. Baden doth bind themselves to warrant and forever defend the right and title of said land against the Claim or Claims of himself his heirs Executors, administrators and all other Claims whatsoever to the said Harrison Jordan of the 2nd part his heirs Executors administrators forever, Given under our hands and seals the day and date above written, In testimony whereof signed

In the Presence of
The State of Mississippi

Wm. H. Headen seal
Eliza R. Baden seal

Madison County Personally appeared before me John J. Cameron Clerk of the Probate Court of said County William M. Baden and Eliza R. his wife who acknowledged they signed sealed and delivered the foregoing deed on the day and year therein mentioned in their act and deed, and Eliza R. wife of said Wm. M. Baden on a private examination separate and apart from her husband acknowledged she signed sealed and delivered said deed as her voluntary act and deed, free from the fear threats or Compulsion of her said husband;

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

John J. Cameron (Judge)
" " (Clerk)

Acorn Vanvactor Received for Record November Recorded 21st December 1840.

Acorn Vanvactor { The State of Mississippi
 J. Washington Madison County } This Indenture made the second day of No-
 vember Eighteen hundred and forty Between Acorn Vanvactor of the one part and
 William H. Washington of the other part all of the County and State aforesaid.
 Whereas the said Vanvactor is indebted in manner as follows to wit, to Michael
 O'Reilly in the sum of One hundred and eleven dollars and eighty six Cents, by
 Note dated October 28th 1840 due and payable ten days after date, to James R.
 Russell in the sum of Ninety three dollars and fifty eight and a third Cents by
 Note dated November 2nd 1840 due and payable ten days after date, to James R.
 Russell in the further sum of two hundred and fifty dollars as the holder of a note
 executed and delivered to Andrew A. Lynch dated April 8th 1839 due and pay-
 able June 1st 1839, said note having the following Credits thereon, Oct 17th 1839
 the sum of 36 dollars and 78 Cents, Jan 10th 1840 the sum of 25 dollars to Andrew
 A. Lynch in the sum of Eight hundred dollars or thereabouts - said sum of money
 directed by the said Lynch to be paid upon a Certain note or bond executed and
 delivered to the legal representatives of Joseph H. Marsh dec^d by the said Lynch
 together with W. S. Hill and W. M. Wall, said note or bond amounting to the sum
 of fifteen hundred and five dollars due on the first day of January Eight-
 teen hundred and thirty nine, To the legal representatives of Henry S. Douglas
 dec^d in the sum of One hundred and fifty dollars or thereabouts by note dated
 sometime in January Eighteen hundred and forty, and due some time in Octo-
 ber of the same year. Signed by W. H. Washington, Acorn Vanvactor, and J. Anderson
 To Reynolds Byrne in the sum of twenty two hundred and twenty six dollars
 and fifty five Cents, as the holder of a note drawn by Acorn Vanvactor and
 Benjamin H. Chambers in favor of W. H. Washington or order for said sum, dated
 Nov 1st 1838, and due May 1st 1839, with interest from date, payable at the count-
 ing house of Reynolds Byrne & Co. in New Orleans, Now this Indenture betwixt
 that the said Vanvactor, for and towards his payment and satisfaction of the
 several and respective debts of his Creditors, and in Consideration of the sum
 of One Dollar to the said Vanvactor in hand paid, by the said Washington, at and
 before the sealing and delivery of these Presents, the receipt whereof is hereby acknow-
 ledged, he the said, bargained, sold assigned, transferred and set over to the said
 Washington, and by these presents doth grant, bargain, sell, assign, transfer and set
 over to the said Washington all and singular the following property to wit One thou-
 sand Bushels of Corn, two hundred and fifty head of hogs, thirty five head of cattle
 and also the Crop of Cotton, as well that which is picked, as that or which is unpicked
 said property now on or attached to the Lick Place. To have and to hold, all and
 singular the said property unto the said Washington his Executors, Administrators
 and assigns, from hence forth forever, Upon Trust, Not over the life and to the
 intent and purpose that the said Washington, his Executors &c. do and shall
 with all convenient speed make sale and disposition of said property for the
 most and best price he can get for the same, and that after a deduction of
 all such reasonable Costs, Charges and expenses as the said Washington shall
 really pay and expend, relating to the execution of the Trust, there in said
 that the sum or sums so raised by sale of the property aforesaid by virtue of

these presents be paid over in discharge of the debts aforesaid in the order named in this Indenture, and the said Washington for himself his Executors & the Cohevent, promises and agree to and with the said VanVactor by these presents that he the said Washington shall and will from time to time and all times hereafter, as often as he shall be required by any of said Creditors to pay over in the order aforesaid, any sum of money here on hand amounting to one hundred Dollars or more taking a receipt for the money so paid or taking the evidence of debt,

In testimony of all which the said parties have hereunto set their hands and seals the day and year above written.

Owen VanVactor Seal

W. H. Washington Seal

The State of Mississippi

Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the within named, Owen VanVactor and William H. Washington who acknowledged that they signed sealed and delivered the foregoing Indenture as their act and deed, on the day and year therein mentioned,

Given under my hand and seal this second day of November Eighteen hundred and forty.

10 ✓✓✓

J. R. Russell, J. P. Seal

Owen VanVactor Received for Record 6th November & Recorded 21st December 1840

Mortgage (The State of Mississippi)

W. H. Washington Madison County } This Indenture made the second day of November Eighteen hundred and forty between Owen VanVactor of the one part and William H. Washington of the other part, all of the County and State aforesaid, Whereas the said Washington has endorsed for the said VanVactor a certain promissory note drawn by the said VanVactor, and one Benjamin H. Chambers for the sum of twenty two hundred and twenty six dollars and fifty five Cents, dated Nov 1st 1838, due May 1st 1839 with interest from date, bought at the County house of the said Reynolds Pyron & Co in New Orleans and now held by the said Reynolds Pyron & Co and Whereas the said VanVactor did on the 4th day of May A.D. 1840 sign seal and deliver to the said Washington a bond in the sum of five thousand dollars Conditioned for the payment by the said VanVactor, on or before the first day of January A.D. 1842 of a Judgment, interest - Costs in the Case of Harman Leek vs Politey Washington, said judgment obtained by the said Leek against the said Politey and Washington May 12th 1838 in the Circuit Court of the County aforesaid and amounting exclusive of Costs to the sum of Seven hundred and twenty six dollars and fifty three Cents; said bond Conditioned also for the payment by the said VanVactor on or before the first day of January A.D. 1842 of a certain promissory note drawn by Politey Washington in favor of Robert S. Walker and by him endorsed to Samuel B. Holtzer, said note for the sum of Seven hundred dollars and due Dec 30th 1836. Now this Indenture Obligate the said the said VanVactor for and in consideration of the sum of One dollar to him in hand well and truly paid by the said Washington, and for the purpose of securing the said Washington

in the first instance from all responsibility as encloser of the mortgage first described, in the second instance further to secure the performance of the condition of the bond aforesaid. hath granted, bargained, sold, delivered, released and confirmed, and by these presents doth grant, bargain, sell, deliver release and confirm, unto the said Washington and to his heirs and assigns the following described real and personal property, together with the rents, issues and profits thereof to wit, Lots five and six in section four, Township Eight of Range four East, the East half of the South East quarter, the North half of the West half of the North East quarter, the South half of the North East quarter, the South half of the East of the North West quarter of section five, Township Eight of Range four East, containing in all three hundred and fifty acres. Also the following Negroes to wit, Wendell, Harriet, Eliza, Melly and her three Children, also four horses, the farming utensils, household and Kitchen furniture all said property being now on or attached to the premises aforesaid, also a lot known as part of No 8 in the Town of Madisonville fronting and bounded by one hundred back, having thereon a building heretofore occupied as a law office by the said Vanducter, also a lot in the Town of Madisonville known as lot No one in the Plat of said Town, and having on it a house formerly occupied by Fleming of Summit, as a store house, also the undivided half of the following parcels of land to wit, the South East quarter of section thirty five, the North West quarter of section No 35, the West half of the North East quarter of section No 35 of Township No Two of Range No five East. To have and to hold the said property, real and personal hereby granted, or mentioned or intended so to be, with the appurtenances unto the said Washington his heirs and assigns to the only proper use and behoof of the said Washington his heirs and assigns forever. Provided always hereunto that if the said Vanducter his heirs Executors or administrators shall not do well and truly pay or cause to be paid on or before the first day of January Eighteen hundred and sixty two, unto the said Reynolds Bynoz Jr, Norman Lick, and Samuel H. Shelton the sum of money respectively due them or by other lawful means, save, keep, manage and indemnify the said Washington his heirs Executors and administrators from the payment of the said claims, and all costs damages and charges on account thereof, then and from thence forth as well this Inseverable Indenture and the Estate hereby granted, as the said incited obligation shall cease determine and become absolutely null and void every thing herein contained to the contrary notwithstanding. And it is understood and agreed between the parties the indenture hereby secured to the said Washington is to receive such a direction consistently with the provisions of law as that the proceeds and profits be first appropriated to the payment of Reynolds Bynoz Jr next Norman Lick, and lastly Samuel H. Shelton.

In testimony of all which the said parties have hereunto set their hands and seals the day and year first above written

Oliver Vanducter Seal
 Wm. D. Washington Seal

The State of Michigan }
 Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the above named Oliver Vanducter and William D. Washington, who acknowledged that they signed sealed and delivered the above written Indenture as their act and deed, on the day and year

Therein written, Given under my hand and seal this 2nd day of November
A.D. 1840 Jas. R. Russell, Seal

Mississippi Union Bank Record for Record November 9th Recorded 22nd December 1840
Release

Whereas Elijah Young and Asahel Young his wife of the County of Madison in the State of Mississippi heretofore, to wit, on the 11th day of May in the year of our Lord 1829, by their deed of Mortgage of that date conveyed to the Mississippi Union Bank as security for one hundred and ninety eight shares of stock of said Bank, before that time subscribed for by them the following described property, to wit, The North half of the West half of the South East quarter of section twenty two, Township Nine Range Three East, also the North half of the West half of the South East quarter of section fifteen, Township Nine, Range Three East, also the South half of the East half of the South West quarter, and the West half of the South 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 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 two in Township Nine of Range Three East. Containing in all five hundred acres of land be the same more or less lying and then being in the County of Madison in said State, which said deed is duly recorded in the office of the Clerk of the Probate Court of the said County; and Whereas now therefore, know all men by these presents, that the Mississippi Union Bank, for and in consideration of the promises, and of the further sum of five dollars to the said Mississippi Union Bank in hand paid the receipt whereof is hereby acknowledged, has caused, released, conveyed and forever quit claimed, and by these presents does cause, release, convey and forever quit claim unto the said Elijah Young his heirs and assigns the above described property, now in the said and possession of the said Elijah Young, to have and to hold the aforesaid premises with the privileges and appurtenances to the same belonging, or in any wise appertaining and the said Negro Slaves to the said Elijah Young his heirs and assigns to his and their sole use forever; so that neither the said Mississippi Union Bank nor any person claiming under them shall at any time hereafter, in any manner, have, claim or demand any right or title to the aforesaid premises or appurtenances, and slaves or any part or parcel thereof,

Attestimony thereof J. B. Morgan President of said Mississippi Union Bank hath hereto signed his name and affixed the seal of said Bank at Jackson in the State aforesaid this 11th day of June in the year of our Lord 1840 being first thereunto authorized by the Board of Directors of said Bank
J. B. Morgan. Pres.

Seal

State of Mississippi Personally appeared before me David W. Dickson an acting Justice of the Peace in and for said County & State, Morgan and acknowledged that he signed sealed and delivered the within and foregoing instrument for the purposes therein set forth on the day & year therein mentioned.

Given to & subscribed before me this 4th Nov 1840

David W. Dickson

Franklin Smith Received for Record 9th November & Recorded 22nd December 1840

Mortgage

Mary C. Spence This Indenture made this Ninth day of November in the year of our Lord Eighteen hundred and forty between Franklin Smith of Madison County and State of Mississippi of the one part, and Mrs. Mary C. Spence of Baltimore City and State of Maryland of the other part, Whereas the said Franklin Smith owes and stands justly indebted to the said Mary C. Spence in the sum of five hundred dollars Current Money (Cash) on the 15th day of July 1840 and to secure the payment thereof is willing to execute these presents, Now this Indenture Witnesseth that the said Franklin Smith for and in Consideration of the Premises, and for and in Consideration of the sum of One dollar Current Money to him in hand paid by the said Mary C. Spence at and before the sealing and delivery of these presents, the receipt whereof the said Franklin Smith doth hereby acknowledge hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Mary C. Spence her Executors, Administrators and assigns One Negro Woman Slave named Fanny aged forty eight years To have and to hold the said Negro Fanny herein before granted, bargained and sold, or mentioned or intended to be unto the said Mary C. Spence her Executors, Administrators and assigns to the only proper use and behoof of the said Mary C. Spence her Executors, Administrators and assigns forever

Provided Always and these presents are upon this Condition that if the said Franklin Smith his Executors or Administrators shall and do well and truly pay or Cause to be paid unto the said Mary C. Spence her Executors Administrators or assigns the full sum of five hundred dollars Current Money with the legal interest for the same on or before the fifteenth day of July Eighteen hundred and forty one; then and in such case these presents and every matter thing herein contained shall cease and be utterly void to all intents purposes, every thing herein contained to the contrary thereof in anywise notwithstanding. In Witness Whereof the said Franklin Smith hath hereunto set his hand and seal the date above written.

State of Mississippi
Madison County Personally appeared before me John J. Cameron Clerk of the Probate Court of the County and State aforesaid, the above named Franklin Smith who acknowledged that he signed sealed and delivered the aforesaid Mortgage on the day and year therein mentioned as his act and deed.

Given under my hand and seal of office at Canton this Ninth day of November 1840

John J. Cameron Clerk

The uncharged ligatures of the debt secured by this Mortgage are on the East well and to the amount of ten
 Mrs. Mary C. Spence the within named Mortgagee hath taken notice of this Mortgage for and
 in Consideration of a deed of trust made by her husband Franklin Smith of the date herein written
 Secured by the
 Page 29th of 1840

M. M. C. McGinnis Received for Record Recorded 22nd December 1840

Deeds

Planters Bank This Indenture made and concluded on this twenty eight day of November in the year of our Lord one thousand eight hundred and forty between Martin M. C. McGinnis of the County of Madison and state of Mississippi of the first part, and the President Directors &c. of the Planters Bank of the state aforesaid, of the second part, Witnesseth that the said party of the first part for and in consideration of the sum of four thousand two hundred dollars to her in hand paid by the said Party of the second part at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained sold and conveyed and doth by their Persons grant, bargain and convey unto the said Party of the second part, and their Successors in office for ever, the following tract or parcel of land situated lying and being in the County and state aforesaid and bounded as follows. Beginning at a stake the North West Corner of Lot No One in square No Five as designated in the Plan of the Town of Sharon, running thence North one thousand and eighty nine links to a stake and Victory pointer, thence West nine hundred and 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 and sixty links to a stake, in the North Margin of the Town of Sharon, thence East with said Margin six hundred and thirty two links to the beginning, Containing Nine and one half acres more or less. To have and to hold the above described and bargained Premises with all and singular the improvements, hereditaments and appurtenances thereto belonging or in any way appertaining to the only proper use and benefit of the said party of the second part, and their Successors in office forever, Provided However this Conveyance is made subject to the following restrictions (to wit) that the said party of the second part bind themselves and their Successors in office, that they will not 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 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, or their Successors in office, then and in that case the premises to revert to and belong to the Trustees of Sharon College and their Successors in office, and subject to be sold for the benefit of said College, and this Conveyance upon violation of the above restrictions to be null and void - otherwise to remain in full force and virtue, And the said party of the first part further covenants that she has a good and valid title to the aforesaid bargained premises - and she doth further bind herself her heirs &c. to warrant and forever defend the title to the aforesaid bargained premises to the said party of the second part and their Successors in office against the Claim of any and every person whatsoever, In testimony whereof the said party of the first part hath hereunto set her hand and seal on the day and year above written

Martin M. C. McGinnis

The State of Mississippi Personally appeared before me John H. Cook our
 Madras County. Acting Justice of the Peace in and for the County and
 State aforesaid Martha, M. C. McGinnis the above named bargainer who
 acknowledged that she signed sealed and delivered the foregoing deed for
 the purposes therein specified on the day and date thereof, as her own act
 and deed. Given under my hand and seal on this 31st day
 of November 1840

J. H. Cook, J. P.

Received for Record 9th November Recorded 20th December 1840
 Deed. State of Mississippi
 Norvall Douglas Madras County Whereas by an act of the Legislature of the
 State of Mississippi entitled "An act to incorporate the Town of Sharon in the County
 of Madras and for other purposes" approved May 13th 1837. the said Town having been
 incorporated under the superintendance of a Board of Councilors styled the "Friends
 and Council of the Town of Sharon" and whereas also by said act, the Corporate lim-
 its of said Town were so extended as to make a square of one mile and a half. and
 that Wineman Divine was at the time of passing said act of incorporation seized
 in fee within the limits of said Corporation, of the following described lot or parcel
 of land, to wit, being and lying within the limits of said Corporation as aforesaid
 bounded on the West by Virginia Street; on the South, by lands belonging to Jonathan
 Coleman, on the East by Senter Street, and on the North by lands belonging to William
 M. Curtis; and Wineman Divine said lot or parcel of land containing two acres
 or less. Now therefore, be it known to all men by these presents, that I Wineman
 Divine of the County and State aforesaid for and in consideration of the sum of
 two hundred dollars to me in hand paid, the receipt whereof is hereby acknowl-
 edged by me (Norvall Douglas of the County of Jasper and State aforesaid) have
 given granted, bargained sold and conveyed unto the said Norvall Douglas
 and by these presents do give grant, bargain sell and convey to the said Norvall
 Douglas his heirs and assigns, the above described lot or parcel of land together
 with all the improvements hereditaments and appurtenances in anywise
 therunto appertaining or belonging, to have and to hold to the said Norvall
 Douglas and to his heirs and assigns forever subject to the conditions hereinafter
 as herein afterwards to be specified in this deed, and the said Wineman Divine
 for himself and his heirs and assigns do hereby covenant and agree with the said
 Norvall Douglas his heirs and assigns that he is seized in fee of the aforesaid
 premises that the same are conveyed free and quit of all incumbrances except
 as to the conditions herein to be specified, and he hereby binds himself his heirs
 Executors and administrators to warrant and forever defend the same against
 the lawful or equitable Claims of all persons whatsoever, Provided nevertheless
 that this conveyance is made subject to the following conditions to wit
 that the said Norvall Douglas binds himself his heirs and assigns firmly by
 these presents that he will not, nor shall his heirs or assigns ever at any time per-
 mit 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 now in force

incorporating said Town of Sharon; and in Case of the violation of any of the Conditions herein specified by the said Norvell Douglas his heirs or assigns, then and in that Case the premises above described are to revert to and belong to and be owned by the Trustees of the Male and female Colleges of Sharon and to be again disposed of for the use and benefit of said Colleges. But and in Case the Conditions are complied with and not violated by the said Norvell Douglas his heirs or assigns, then this deed to be of full force and virtue in law and equity. And Elizabeth the wife of the said Kinsman Devine in Consideration of One dollar paid to her by the said Norvell Douglas the receipt whereof is hereby acknowledged doth release to the said Norvell Douglas his heirs and assigns forever all her right and title of Dower in the aforesaid premises;

In testimony whereof I the said Kinsman Devine and Elizabeth my wife have hereunto set our hands and seals this 11th day of March A.D. 1838.

Signed sealed and delivered in the Presence of us

Kinsman Devine Seal
Elizabeth D. Devine Seal

State of Mississippi Personally appeared before me James M. Baker an acting Notary Public in and for the County of Madison State of Mississippi who acknowledged that he signed sealed and delivered the above and foregoing deed for the purposes therein expressed, and at the same time came before me Elizabeth D. Devine who being by me examined separately and apart from her said husband Kinsman Devine who acknowledged that she signed sealed and delivered the within deed voluntarily and without fear threat or Compulsion of her said husband; Given under my hand and seal this 13th day of August 1839.

James M. Baker J.P. Seal

John Webb } Received for records 9th November Records 23rd December 1860
Deed Gift

Mary E. Moore Know all men by these presents that I John Webb of the County of Marshall and State of Tennessee for and in Consideration of the natural love and affection which I have and bear to and for my Daughter Mary E. Moore wife of Madison T. Moore of the County of Madison and State of Mississippi and for the further Consideration of Ten dollars to me in hand paid at and before the reading and delivery of these presents, the receipt of which is hereby acknowledged here this day given granted bargained and conveyed, and by these presents do give grant bargain convey and deliver unto the said Mary E. Moore the following described Negro Slaves to wit: Liza a negro woman Slaves about twenty three years old; Catharine a girl about ten years old; Wilson a boy about three years old; and Caroline about six months old, To have and to hold the above described Negro Slaves together with the increase of the females thereof unto the said Mary E. Moore and the heirs of her body by her present husband the said Madison T. Moore lawfully begotten forever. And I hereby warrant and will forever defend the title of the above mentioned Slaves unto the said Mary E. Moore & her heirs and assigns forever from and against the Claim

or Claims of all and every person or persons whomsoever lawfully or equitably claiming or to Claim the same or any part thereof by force or violence or otherwise.

Witness my hand and seal this 4th day of November A.D. 1840.

William Smith G. L. Smith

John Webb Seal

The State of Mississippi Personally appeared before me J. H. Cook an acting Justice Madison County of the Peace in & for said County John Webb or his acknowledged that he signed sealed and delivered the within deed of Gift on the day & for the purpose therein mentioned as his act and deed.

Given under my hand and seal this 4th November A.D. 1840

J. H. Cook J. P. Seal

Madison J. Moore Received for Record 9th November & recorded 23rd December 1840

Montgomery State of Mississippi
Gabriel C. Smith Madison County

Know all men by these presents that I Madison J. Moore of the County and State aforesaid for and in consideration of the sum of five dollars in hand paid by Gabriel C. Smith the receipt whereof is hereby acknowledged have given granted bargained & sold granted bargained sold conveyed alieneed confirmed and confirmed by these presents do grant bargain sell and convey unto the said Smith and to his heirs and assigns forever a certain tract or parcel of land lying & being in said State County and described as follows (to wit) The East half of the South East quarter and the South half of the East half of the North East quarter of section 12 Township 8 Range 3 East and the West half of the South West quarter of Section 7 Township 8 Range 4 East containing in all two hundred & ninety acres together with all the Privileges improvements hereditaments & appurtenances thereto belonging to Moore to hold the same unto the said Smith his heirs & assigns forever and also my undivided interest in Certain land & Negroes.

which Certain M. Webb and myself purchased of Henry Bell situated in the State and County aforesaid after the said web. Shall be and dismissed out of the said property, which property consists of one half of an undivided interest of five hundred and fifty acres of land purchased by James M. Webb and myself jointly from the said Bell and upon which I and now living also the following Negroes: Lewis a negro man about forty years old. Ned a boy about 18 years old his wife Rosetta, about 18 years of age Jack a boy about 17 years old. Alfred a boy about 15 years old. Buck a boy about 12 years old. Jim Crick a boy about 8 years old. Amanda a girl about 3 years old. Robert a boy 12 months old. One Parsoncy seven head of horses. The indemnity to said Webb a bond or bond to us five thousand dollars which are jointly executed our notes for to said Bell

The said Smith is to have and to hold the said lands and negro slaves Parsoncy and horses unto himself his heirs and assigns forever and the said Moore hereby covenants and agrees with the said Smith that he will warrant & defend with him the said Smith the aforesaid tracts of land, Negro slaves, Parsoncy & horses against the lawful claims of all persons whatsoever. The condition of the foregoing deed is such that whereas the said Moore is justly indebted with others for him as security as follows. (namely on a note to the Union Bank of Mississippi for about three thousand dollars with M. G. L. Smith & John Lyons as security and to the said Bank a

balance for our advance on Cotton, with the same persons as security for about three hundred dollars. Also on two notes to the Branch of the Commercial Bank at Natchez at Canton, for about One thousand dollars, with the aforesaid Wm. G. Smith & Willie Lyons securities, also on sundry notes to the Citizens Bank of Madison County, on which there may be a balance due with the said Wm. G. Smith & Willie Lyons security, also on a Bill of exchange on Strierson Daley due A. M. M. Lane on which John Webb is surety for about eighteen hundred dollars. On a Bill of Exchange now held by the Union Bank of Mississippi for five hundred dollars on Strierson Daley with Wm. G. Smith & M. A. M. as securities, also sundry notes and accounts due William Moore Smith by said Moore amounting to about two thousand dollars. Now if the said Moore shall well and truly pay the notes & debts aforesaid, then this deed of Mortgage shall be null & void otherwise to remain absolute. It is moreover expressly covenanted & agreed by the said Moore & Smith that on default or failure to finally pay the aforesaid liabilities by the said Moore, that then and in that case the said Smith shall have full power in behalf of himself and as Trustee in behalf of the other persons named as security aforesaid for the said Moore to sell the aforesaid land and negroes Parouchey hires at Public auction at the Court house door in the Town of Canton by giving thirty days or legal notice in some newspaper printed in this or some of the adjoining Counties of the time & place of sale and after paying from the proceeds of such sale the aforesaid liabilities the balance of any to be paid over to the said Moore. It is furthermore covenanted & agreed that the said Moore should be allowed to remain in peaceable possession of the aforesaid property provided that the proceeds of the same shall belong to the said Smith to be applied by him to the payment of the aforesaid liabilities as he may think best. The said Smith agrees to accept of the Trust in behalf of himself & others as aforesaid.

In testimony of which we do hereby sign seal these presents on the 4th day of November 1840.

The State of Mississippi
Madison County

M. J. Moore seal
G. C. Smith seal

Personally appeared before me J. Hooker a Justice of the Peace in & for said County M. J. Moore who acknowledged that he signed sealed & delivered the within deed of Trust on the day & for the purposes therein contained as an act and deed.

Given under my hand & seal this 4th day of November A.D. 1840
J. Hooker seal

Wm. J. Benson Received for Record & Recorded 23rd December 1840

deed of Joseph Woods (Whereas on the 17th day of April 1840 William J. Benson and James W. Benson executed to James Dick, William James McLean and Henry R. W. Smith of the City of New Orleans Merchants and partners trading under the names and by the style of A. J. Dick & Co a certain indenture of Mortgage upon certain property therein contained a full description of which may be had by reference to said deed now recorded in the Office of the Probate Clerk of Madison County in the State of Mississippi by which said deed of Mortgage it is intended to record to the said A. J. Dick & Co the payment of certain debts therein enumerated, thereafter to become due and owing to the said A. J. Dick & Co by the said William J. Benson and James

No. Denson, for the amount of which said debt, and the times when they respectively
 fall due reference is also to be had to the said Mortgage, and the said William Denson
 for and in consideration of the sum of Ten thousand dollars to him in hand paid by
 Joseph Woods the receipt whereof is hereby acknowledged in willing to sell and have of
 his equity of redemption in and to the property specified in said Mortgage, and to
 release and quit claim to the same in and to the said Joseph Woods and his heirs
 forever. Now this Indenture made and entered into on this the 17th day of December
 AD one thousand eight hundred and forty by and between the said William D.
 Denson of the County of Madison and State of Mississippi of the first part, and Joseph
 Woods of the County of Davidson and the State of Tennessee of the second part. Witnesseth
 that the said William D. Denson for and in consideration of the sum of ten thousand
 dollars paid by the said Joseph Woods to the said William D. Denson before the
 signing and delivery of these presents, the receipt whereof is hereby acknowledged
 hath this day given granted, bargained, sold and conveyed, and by these presents
 give grant, bargain sell and convey to the said Joseph Woods all the title claim and
 interest both legal and equitable which the said William D. Denson has in and
 to the following tract or parcels of lands to wit. The North East quarter of Section
 thirteen, Township Eight Range one West, The North East quarter of Section
 thirty township Eight Range one West, The East half of Section twenty four
 township eight Range two West, The North West corner of Section twenty four
 township eight Range two West, The South half of the East half South West quar-
 ter section twenty four township eight Range two West, The North East quarter
 of Section twenty five township Eight Range two West, The West half of the South
 West quarter Section twenty five Range two West, The South half
 of the East half of the North East quarter section twenty three Township eight
 Range two West. Containing four ten hundred and forty acres more or less also
 any undivided half of the lands lying in Rutherford County State of Mississippi
 as described in said Mortgage entered in the name of Wm. James D. Denson con-
 taining in all four hundred acres more or less. Also the following personal property
 to wit. Tozden a Negro man Slaves aged 34. Alby 37. Abram 24. Bob 21. David
 20. Frank 20. Henry 18. Henry 17. Neal 19. Jacob 24. Linn 24. Lery 18. King 14. Tom
 17. Peter 14. Ransom 17. Aid 35. Solomon 14. Valentine 24. L. Elph 11. Patwood 20
 Annaca 18. Ann 17. Charity 26. Caroline 22 and Child Charlotte 2 year old, Little
 Emily 26. Child Amanda 2 year old, Big Emily 22. and Child Guilford 1 year old.
 Francis 22. Jane 18. and two Children, Mary 18 months infant, Niziah 19. Lucinda
 17. Maria 24. Martha 21. and two Children William Thomas. Nancy 22. & her two
 Children Minerva & Ted. Patsy 18. Rosette 18. Rhoda 24. & infant Child, Suckey 24
 Sarah 18. and infant Child, Tabitha 23. and her two Children Henry & Selma,
 Hickory 30 and her four Children. Peter. Moses and Sally and Claiborne. Harriet
 16. Lizzy 14. Edith, her three Children George. Margaret and Minnie. Lucette
 & her Child, Priscilla. Edmund 25, also 18 head of Mules 5 head of Horses. 300
 head of Hogs, 110 head of Sheep. 70 head of Cattle, 7 yoke of Oxen. two Waggon and
 Cart, one Carriage and set Blacksmiths tools. Plantation Utensils and house-
 hold and kitchen furniture being the same property specified in the said
 Mortgage herein referred to, together with the right of redemption which the
 said William D. Denson or Mortgagee may have to the same, and the said William

I. Denson doth hereby and herein release to the said Joseph Woods all his equity in and to the said property so as to place the said Joseph Woods in his stock and Condition, so far as regards the use possession and enjoyment of said property subject to the payment of the sum of Money specified in the said Mortgage and when the same shall have been fully paid and discharged by the said Joseph Woods then the said property both real and personal and mixed or so much thereof as may remain after the payment of said debts, then to be and remain the proper lands and tenements goods and Chattels of the said Joseph Woods and his heirs in fee simple forever, And the said William D. Denson doth hereby and herein Covenant by himself and his heirs that he will well and truly warrant and defend to the said Joseph Woods and his heirs the right title Claim and interest in and to the before described property subject to the Mortgage aforesaid against the legal or equitable Claim or Claims of himself his heirs and of all and every persons whatsoever, and Louisiana Denson wife of the said William D. Denson in Consideration of the premises and of her own free will and accord doth hereby release all right of dower which she may hereafter have in and to the property in the said Contained, and she doth join her husband in the Conveyance and Covenant specified herein

In testimony Whereof the said William D. Denson and Louisiana Denson his wife have hereunto set their hands and affixed their seals on the day and date above written

signed sealed and acknowledged and the within mentioned Property delivered in the presence of
 Jm Smith. Wm Pack Guston Kearney

William D. Denson Seal
 Louisiana Denson Seal

The State of Mississippi Personally appeared before me Henry A. Foster an acting Justice of the Peace in and for the County and State aforesaid the within named William D. Denson who acknowledged that he signed sealed and delivered the within and foregoing instrument of writing with his own free will and perfect knowledge of the contents of the same, Also Louisiana Denson the wife of the said William Denson who on examination separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing instrument of writing with her own free will and accord, without any threat or Compulsion of her said husband. Given under my hand and seal this 21st day of December 1840

Henry A. Foster Seal

Said Notar Public Received for Record 10th Novmber & Recorded 24th December 1840

Deed
 Jas. S. Prichard This Instrument made and entered into on Eleventh day of May Anno Domini one thousand eight hundred and forty, between Samuel Neamblin, Sheriff of Madison County Mississippi, of the first part, and James S. Prichard of the second part, Mississippi, that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against Samuel Shirod in the following Case viz at the Special Term 1840 of said Court, Nathaniel Weed vs John L. Shirod, 113, 2500; Bennett M. Terby vs Geo W. Sumner & Merchants to wit Sumner & Merchants vs John L. Shirod of 2337, 7700 with interest at the rate of eight per cent,

per annum from date until paid and Cost of Suit, and 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 John L. Sherrod the same to be made the sum of Money mentioned in said writs of Fieri facias, to render to the said Plaintiff at the May Term AD. 1840 of said County, and the said Sheriff in conformity of the Command of said writ proceeded on the 21st day of January AD. 1840. to levy the aforesaid writs of Fieri facias on the following described tract or parcel of land on the property of the aforesaid Defendant being and being in the County of Madison aforesaid known and designated to wit. To wit Section tracts: N. W. 1/4. S. W. 1/2. N. E. 1/4. S. E. 1/4. All 1/4 section 15. Township N. 9. Range 10 East containing 400 acres, be the same more or less, and the said Sheriff proceeded to advertise the same for thirty days previous to the 11th day of May AD. 1840. in the Madison Whig Advocate a Public Newspaper printed in the Town of Canton Mich. 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 above with day of May AD. 1840. to offer the same for sale at the Court house door aforesaid, to the highest bidder for Cash, and Samuel J. Prichard appeared and bid three dollars per acre, which was more than any other person did or would bid, Now therefore for and in consideration of the aforesaid sum of three dollars 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 Samuel J. Prichard all the right, 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 forever from the said John L. Sherrod, 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 Hammon (Clerk) of the Probate Court of said County Samuel Hamblin who acknowledged that the signed sealed and delivered the within deed on the day and year written the purposes therein specified as law, act and deed, as Sheriff of said County.

Given under my hand and seal of office at Canton this 10th day of November AD. 1840

Seal

John Hammon Clerk

Said Hamblin shff Received for Record 11th November Recorded 24th December 1840
 Deed
 Nancy Anderson (New Ordinance made and entered into 21st day of September Anno Domini One thousand eight hundred and sixty between Samuel Hamblin Sheriff of Madison County, Mississippi, of the first part, and Mrs Nancy Anderson of the second part, All to wit that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against Benjamin B. Frazier in the following case viz at the May Term 1840 of said County to wit Miller vs Thom who owes for the use granted of Nancy Anderson's Property to Frazier for \$ 1754.77) pro with interest at the rate of eight per Cent Per annum from

date until paid and Cost of Suit, and 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 Benjamin B. Striggell in 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 19th day of August 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 to wit. N West quarter Sec 8.3 N.E quarter of section 7 Twp 3 acres on the N.E corner of said tract, all of said land is situated in Township No 10 North of Range 3 East containing by estimation 317 Acres be the same more or less and the said Sheriff provided 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 Hamblin Sheriff as aforesaid, also proceeded 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 Mrs Nancy Anderson appeared and bid three dollars and one Cent for same, which was more than any other person did or would bid. Now therefore for and in Consideration of the aforesaid Sum of three dollars and one Cent for same 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 Mrs Nancy Anderson all the right title interest and Claim of the aforesaid Benjamin B. Striggell 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 Benjamin B. Striggell 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

Samuel Hamblin Sheriff

Madison County ss Personally appeared before me John J. Garrison 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 11th day of November A.D. 1840

Seal

John J. Garrison Clerk

Samuel Hamblin Sheriff Received for Record 11th November Recorded 24th December 1840

Nancy Anderson (This Indenture made and entered into this 7th day of October Anno Domini One thousand Eight hundred and forty between Samuel Hamblin Sheriff of Madison County, Mississippi of the first part and Mrs Nancy

Articles of the second part. Witnesseth that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against James McAndrews, John H. Walker, & Oscar D. Stewart, in the following Cause viz at the Special Term Term 1840 of said Court, to wit the Commercial Bank of Manchester vs. James McAndrews, John H. Walker, & Oscar D. Stewart for \$12,145.61 1/2 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 Court aforesaid, directed to the Sheriff of Madison County aforesaid commanding him that of the goods and Chattels, lands and tenements of the aforesaid James McAndrews et al, he Cause to be made the sum of money mentioned in said writ of Fieri facias to be paid to the said Plaintiff at the November Term A.D. 1840 of the said Court, and the said Sheriff in conformity of the Command of said Court proceeded on the 4th day of September A.D. 1840 to lay 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 to wit, N 1/4 of section 5, & N 6 1/2 of section Seven except 5 acres on the N. E. Corner of said tract, all of said land is situated in Township N^o 10 North of Range 3 East, & containing by estimation 317 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 October 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 Hamblin Sheriff as aforesaid also proceeded on the seventh 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 Mr Nancy Anderson appeared and bid Three Dollars which was more than any other person did or would bid, Now therefore for and in Consideration of the aforesaid sum of Three 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 Nancy Anderson all the right, title interest and Claim of the aforesaid J. H. Andrews et al, 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 James McAndrews, 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, *Sam Hamblin Sheriff Seal*
 Madison County, ss Personally appeared before me John V. Cameron Clerk of the Probate Court of said County Samuel Hamblin who acknowledged that he signed sealed and delivered the foregoing and certifies 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 17th day of November A.D. 1840
John V. Cameron Clerk

317
 95
 317
 111

Mary W. Billingsley Received for Record 29th Recorded 30th December 1840

Beltingusworth (The State of Mississippi)

John M. Elder Madison County

Know all men by these presents that I, Mary W. Billingsley wife of Samuel Billingsley mentioned in the annexed deed, for and in consideration of the sum of One dollar to me in hand paid before the signing sealing and delivery of this deed do hereby relinquish and convey unto John M. Elder all my right title & claim to do lors and interest either at Law or in Equity in full to the land described in the annexed deed,

* This Record of Deeds per page 177 & 178

In testimony of which I have hereunto set my hand and seal this 12th day of December 1840.

The State of Mississippi

Madison County

Mary W. Billingsley Seal

I Eli Nichols a member of the Board of Police in and for said County certify that Mary Billingsley wife of Samuel Billingsley on examination separate and apart from her husband acknowledged that she signed sealed and delivered the annexed relinquishment of her own voluntarily and of her own free will and without any fear or compulsion from her husband, and that it was for the purposes therein expressed, on the day and year therein written.

Given under my hand and seal this 12th day of December 1840.

Eli Nichols Member Board of Police Seal

William D. Hart Received for Record 16th November Recorded 31st December 1840

Deed Trust

Know all men by these presents made and entered into this first day of September A.D. 1840, between William D. Hart of the first part, William S. Rayner and James B. Slade of the second part, and Garrett Goodloe of the third part, all of the County of Madison and State of Mississippi. Witnesseth that whereas the said Hart is justly indebted to the said Rayner and Slade in a sum of money for the payment of which he is anxious to secure to the said Rayner and Slade that is to say one note for five hundred and two dollars dated the 30th August 1839 and payable to Taylor & Bennett, one day after date; Now therefore in consideration of the premises and of one dollar, in hand paid by the said Goodloe at and before the sealing and delivery of these presents, the said Hart hath this day granted, bargained and sold and conveyed and doth by these presents grant bargain, sell, alien, and convey to the said Goodloe one Negro Man Slave for life named Daniel. To have and to hold to the said Goodloe his heirs Executors and administrators, and assigns forever, and to his and their only proper use benefit and behoof, and the said Hart doth hereby covenant to warrant and his administrators Executors and assigns shall forever defend the title to the said bargained and sold Negro Slave to the said Goodloe and his heirs forever. Nevertheless upon Trust that if the said Hart shall on or before the 1st day of 1842, well and truly pay and satisfy the said Rayner and Slade the said sum of money above specified, together with interest and all costs of law.

accruing thereon, and in case he fail to pay the said debt, due to the said Ray-
ner and Slade, the said West deliver up to the said Goodloe the aforementioned
Negro Slave Daniel which the said Goodloe is hereby authorized and empower-
ed to sell after giving six Months notice by publication in some newspaper
to the highest bidder, at the request of the said Rayner and Slade, the proceeds
of which are to be applied by the said Goodloe after paying all necessary
expenses to the payment and satisfaction of the aforementioned debt, but in
case the said West fully pay and satisfy the said debt, then and in that
case this conveyance to be void otherwise to remain in full force and virtue

In Witness Whereof the said West Rayner and Slade and Good-
loe have severally set their hands and affixed their seals day and date
first written,

signed sealed and delivered in
presence of

J. M. St. Brown

Will. D. West, Seal
Wm. Rayner Seal
James D. Slade Seal
Garrett Goodloe Seal

It is agreed among the parties that the said Slave Daniel
shall remain in possession of Wm. D. West until the day of sale, Sept 1st 1840
The State of Mississippi Personally appeared before me John H. Cameron Clerk of the
Madison County and Probate Court of said County John M. Brown the subscribing
Witness to the foregoing and who being duly sworn depose and said that he saw Wm.
D. West, Wm. Rayner, J. D. Slade and Garrett Goodloe sign seal and deliver the
said deed on the day it bears date, and that he their deposition subscribed the
same as a witness in the presence and at the request of the parties above named,
Given under my hand and seal of Office at Canton
this 10th Day of November A.D. 1840

Seal

John H. Cameron Clerk

Zachariah Nettles Received for Record 13th November & the 21st December 1840.

Deed } The State of Mississippi
Madison County }
Thomas G. Melton } I know all men by these presents, that Z. Zachariah
Nettles of the County of Madison and State of Mississippi on the twelfth day of
November Eighteen hundred and forty for and in consideration of the sum of
two hundred and fifty dollars to me in hand paid by the said Thomas G. Melton
of the same County & State aforesaid, the receipt whereof is hereby acknowledged, have
granted, bargained sold, conveyed, confirmed and by these presents do grant, bargain
sell convey & confirm unto the said Thomas G. Melton his heirs and assigns forever
the following tract of land (viz) The West half of the North East quarter, and the North
East quarter of the North West quarter of Township Twenty four - number Nine of Range
four East, containing one hundred and twenty acres (more or less) to have and to hold
to the said Thomas G. Melton his heirs and assigns forever, as entailed in fee simple
and the said Zachariah Nettles for himself his heirs and assigns do covenant, do
warrant and forever defend the estate hereby conveyed to the said Thomas G. Melton
his heirs & assigns against the Claim or Claims of any other persons whatsoever,

In testimony Whereof the said Zachariah Nettles has hereunto set his hand and
the day and date first written,

In presence of

Zach. Nettles Seal

The State of Mississippi Personally Came before me O. H. P. Davis an acting Justice
Madison County of the Peace for said County of Madison the within named
Zach. Nettles who acknowledged that he signed sealed and delivered the foregoing
deed as his own act & deed the day & year therein written.

Given under my hand & seal this 12th day of November and
A. D. 1840

(3)

V V V

O. H. P. Davis J. P. Seal

E. F. Divine & wife received for Record 10th November & recorded 31st December 1840

Mortgage

Divine & Coleman This Indenture made the 11th day of November in the
year of our Lord one thousand eight hundred and forty between Ebenezer F. Divine
and Amanda F. Divine his wife of the County of Madison and State of Mississippi
of the first part; and Kinsman Divine and Asa Coleman of the County and State
of the second part. Whereas the said Ebenezer F. Divine is now indebted
in large sums of money, and whereas Samuel C. Divine, Kinsman Divine, Asa
Coleman, John W. Magruder and Charles J. Seader have become his secumtors in
the following promissory Notes - to wit - a note drawn by E. F. Divine, John W.
Magruder, and Samuel C. Divine for fifteen hundred dollars payable twelve months
after the 10th day of February 1840 to the Commercial Bank of Natchez at its
Branch at Canton. - A note drawn by E. F. Divine, John W. Magruder and
Kinsman Divine for fifteen hundred dollars payable twelve months after the
20th day of March 1840 to the Commercial Bank of Natchez at its Branch at
Canton. - A note drawn by E. F. Divine, Kinsman Divine and Asa Coleman
for six hundred and fifty seven dollars and sixty six Cents payable twelve
months after the 19th of June 1840 to the Commercial Bank of Natchez at its
Branch at Canton. - A note drawn by E. F. Divine, Kinsman Divine and
Asa Coleman for eight hundred dollars payable twelve months after the
31st of March 1840 to the Commercial Bank of Natchez at its Branch at Canton
A note drawn by E. F. Divine, Asa Coleman, Kinsman Divine and John W.
Magruder for twelve hundred and nineteen dollars and fifty one Cents payable
in March or April 1841 to the President Directors & Company of the Agricultural
Bank of Mississippi, A note drawn by E. F. Divine, Kinsman Divine
Asa Coleman, and Charles J. Seader for seven hundred and fifty dollars da-
ted the 3rd of February 1839 and payable nine months after the 7th day of February
1839 to the Mississippi Union Bank. - A note drawn by E. F. Divine dated the
13th January 1838 and payable one day after date to Asa Coleman for fifteen
hundred and nine dollars and indebted on the 20th of February 1839 by two
hundred and sixty nine dollars and ninety one Cents, and a note drawn
by E. F. Divine dated the 5th day of November 1840 and payable one day after
date to Asa Coleman for twelve hundred dollars. which said several notes it
will become necessary and is contemplated by the said E. F. Divine to receive and
pay here from time to time, and feeling a deep concern for the safety of his said
secumtors in said notes, and being anxious to secure them and also the holders of
said notes against any and all loss and liability on the same, Now this
Indenture Witnesseth that all the said parties of the first part as well for

The amount of the said mortgage to be secured by the amount of the said mortgage... The amount of the said mortgage to be secured by the amount of the said mortgage... The amount of the said mortgage to be secured by the amount of the said mortgage...

Consentation of securing the said scrips and holders of said notes against... the said scrips and holders of said notes against... the said scrips and holders of said notes against... the said scrips and holders of said notes against... the said scrips and holders of said notes against...

default shall be made in payment as herein after provided for. And it is now herein and hereby expressly declared, stipulated and agreed by and between the said parties to these presents, that upon the default, failure or refusal of the said Ebenezer St. Divins his Executors or administrators to pay and satisfy the said several promissory notes herein specified or any or either of them when thereto finally required by the payees or holders thereof, the said parties of the second part who are hereby expressly constituted Trustees for sale or either of them or the survivor of either of them, when thereto requested by the holder or holders of any or either of said promissory notes their authorized agents or attorneys shall have full and complete power and authority upon giving six months previous notice thereof in some public Newspaper published in Madison or any adjacent County to offer and sell at public auction for cash at the Court house of Madison County any part or all of the Estate, both real and personal hereby granted and conveyed - making under the authority hereby vested sufficient deeds and bills of sale to the same and from the proceeds of such sale after defraying all the Charges and expenses thereof to pay to the payees or holders of said note or notes the said several sums therein specified or so much thereof as may then be due and in arrear and all Costs and interest accrued thereon, In testimony whereof we have hereunto set our hands and affixed our seals the day and year above written.

The Within deed was signed sealed and delivered in presence of us the day and year above written }
 E. St. Divins Seal
 A. St. Divins Seal

William C. Corrie, John S. Wyatt

State of Mississippi Personally appeared before me Bro F. Cook as acting Madison County Justice of the peace in and for said County Ebenezer St. Divins and Annula St. Divins his wife who duly acknowledged that they signed sealed and delivered the foregoing Deed of Mortgage as their act and deed the day and year therein mentioned. And the said Annula St. Divins on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered this Deed as her voluntary act and deed for the purposes therein mentioned without any force threats or Coercion from her said husband,

Given under my hand and seal this 9th day of November 1840

Jno F. Cook, J.P. Seal

John G. Andrews Received for Record 11th November 1840 / Recorded 2nd January 1841

Mortgage
 Hearney & Shackelford This Indenture made this tenth day of November in the year one thousand eight hundred and forty, Between John G. Andrews of the County of Madison and State of Mississippi of the one part, and Gustin Hearney & Thomas Shackelford both of the same County & State of the other part, Whereas the said Hearney and Shackelford and others have become securities as drawers and endorses of several notes for said Andrews, all for the payment of money viz One Note to J. M. Herbert due Feb 1839 for Twenty six hundred dollars. One other note to same due 1840 for thirteen hundred and fifty dollars. One Note to Agricultural Bank due 1840 for four hundred and

fifty six dollars. One Note to the Canton Branch of the Commercial Bank of New York due
 April 1840 for One thousand dollars. Two Notes to the Union Bank of Mass due in 1840 for
 about thirty eight hundred dollars. One Note and acct. to S. Lindsay for about two thou-
 sand dollars. One Note drawn by G. B. Green, J. Bray and said Andrus to the Miss
 Union Bank due Feb 1840 for fifteen hundred dollars. One fourth of said Note is the
 debt of said Andrus. One Note by said drawers to the Peoples Bank at Jackson due
 June 1839, for five thousand five hundred and seventy dollars. One fourth of said Note is
 the debt of said Andrus. a balance of about fifteen hundred dollars on a note by
 same drawers to Wood Wobbs administrator on the Estate of W. Long dec'd died Nov
 1837. One Note by same drawers to Spring and Menifee for fifteen hundred dollars
 due Jan 1839. One fourth part of said Note is the debt of said Andrus. One Note by
 same drawers to the Administrators of the Estate of S. Marsh dec'd due Jan 1839, for
 fourteen hundred and ninety six dollars 50 cts. One fourth part of said note is the debt
 of said Andrus. One Note by same drawers to C. Jackson due 1840 for twelve hundred
 and dollars - one fourth part of said note is the debt of said Andrus. Now first I man-
 ifestly state that the said Andrus as well for and in consideration of the afore-
 said liabilities of the said Kearney & Shackelford, and all others who may be drawn
 or endorsers on the notes aforesaid, or who may hereafter become securities or re-
 spect notes or obligations as may be given in renewal of the aforesaid notes or any
 of them, and to indemnify and save harmless the said Kearney & Shackelford and
 other securities on the aforesaid notes, their heirs executors of the sum of ten dollars to
 him in hand paid by the said Kearney & Shackelford the receipt whereof is hereby
 acknowledged, hath granted, bargained, sold, conveyed and by these presents
 doth grant, bargain sell and convey unto the said Kearney and Shackelford their
 heirs and assigns, all the following described tracts of land viz - the South half
 and the North East quarter of section fourteen, the West quarter of section 15, and
 of section twenty three, the West half of section twenty four, the West half of
 the N. W. quarter of section twenty four all in Township eight Range One N. W. sec-
 tion District, and also the S. W. quarter and N. half of S. E. quarter of section ten and
 N. half of N. W. quarter of same section. The E. half of S. E. quarter the E. half of E.
 quarter of section nine, all in Township 8 N. 2 West Choctaw District, together
 with all the buildings, improvements, privileges incumbrances belonging - and also
 all the following slaves - to wit - George, Sam. Iron, Pexier, Henry, Dan, John,
 Jackson, Henry, Henry, Bond, Beverly, Levin, Bill, Hector, Charles, Grace, Lisa, Mary
 Ann, Kitty, Lucinda, Sally, Alex, Isaac, Clarissa, Frances, Lewis, Elyse, Helen
 and their children, and also all the horses & mules, Cattle & stock of various kinds
 now on the plantation of said Andrus, to have and to hold the said land and
 premises and the said negroes and other property above mentioned unto the said
 Kearney and Shackelford their heirs and assigns to their only use and behoof
 forever. In trust however and to the intent and purpose to save and indemnify
 the said Kearney & Shackelford and all other securities on the above mentioned notes
 and all others who may become securities in the renewal of any of the said notes
 until the final payment of the same, and if the above described notes are not
 or so much thereof as is the debt of the said Andrus, as herein before specified, are
 not well and truly paid and discharged, and a judgment or judgments should be
 obtained against the said Kearney and Shackelford or any other who may be

Executors on the said Notes, and the said Andrews, should fail to pay & discharge said Judgments or so much thereof as is the debt of said Andrews as herein before specified with all interest Costs and damages. Then and in that Case the said Hearnay and Shackelford shall proceed to advertise and sell according to Law so much of the above described property as may be sufficient to pay off said Judgments and Costs, Provided Nevertheless that if the said Andrews or some other person for him shall well & truly pay the above described Notes or such notes as may be given in removal of them, and all judgments which may be rendered on any of them with all Costs and damages then this Evidence to be wholly void and of no effect either in Law or equity.

In Witness Whereof the said parties have hereunto set their hands and seals on the day and year first above written,
Sealed & delivered in Presence of
The following Clerks interlined in two places on the last page before signing viz" or so much thereof as may be the debt of said Andrews as herein before specified. Witness He. A. Foster J.P.

Geo. G. Andrews
Guston Hearnay
Thos. Shackelford

The State of Mississippi Personally appeared before one Henry A. Foster an acting Justice of the Peace in and for said County John G. Andrews and Guston Hearnay who severally acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed.

Given under my hand and seal this tenth day of November A.D. 1840

The State of Mississippi Personally appeared before one John J. Garrison Clerk of the Probate Court of said County the within named Thomas Shackelford 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.

Henry A. Foster J.P.

Seal

Given under my hand and seal of Office at Canton this 11th Day of November A.D. 1840

John J. Garrison Clerk

Thomas L. Anthony Received for Record 12th November 1840 & Recorded 4th January 1841

Deed
Case Heard & Jarro } This Indenture made and entered into the 12th day of November in the year one thousand eight hundred and forty, between Thomas L. Anthony and Mary Ann A. Anthony his wife of the State of Tennessee of the one part, and Jesse Heard surviving partner of the firm of Heard & Dearing which firm was composed of Jesse Heard and John J. Dearing of Madison County State of Mississippi of the other part, Witnesseth that the said Thomas L. Anthony and Mary Ann A. Anthony his wife for and in Consideration of the sum of one hundred & seventy five dollars to them in hand paid by the said Jesse Heard surviving partner of the late firm of Heard & Dearing at and before the sealing and delivering hereof. The receipt whereof we do hereby acknowledge and thereof acquit and forever discharge the said Jesse Heard as surviving partner of the late firm of Heard & Dearing and their heirs Executors and administrators, by their presents have granted bargained sold and conveyed and by their presents do grant bargain sell and convey unto the said Jesse Heard as surviving partner of Heard & Dearing

and to their heirs and assigns forever all of the undivided half of the south half of lot number three in square number four in the Town of Center, Madison County State of Mississippi, together with all and singular the appurtenances thereto belonging or in any wise appertaining, and also the estate, right, title, interest, property, claim and demand, whatsoever of them the said Thomas S. Anthony and Mary Ann A. Anthony his wife in law or equity or otherwise now or hereafter to or out of the same, to have and to hold the said lot of ground with the appurtenances unto the said Jesse Heard surviving partner of the firm of Heard & Young their heirs and assigns forever in fee simple, to the only purposes and behalf of the said Jesse Heard as surviving partner of the firm of Heard & Young their heirs and assigns forever, and the said Thomas S. Anthony and Mary Ann A. Anthony his wife for their heirs do Covenant, promise grant and agree to and with the said Jesse Heard surviving partner of the firm of Heard & Young their heirs and assigns by these presents that they the said Thomas S. Anthony and Mary Ann A. Anthony his wife and their heirs the said above mentioned described lot of ground and premises hereby granted with the appurtenances unto the said Jesse Heard surviving partner of the firm of Heard & Young their heirs and assigns against them the said Thomas S. Anthony and Mary Ann A. Anthony his wife and their heirs and assigns, and against all and every person or persons, whomsoever, lawfully claiming or to claim the same shall and well warrant and forever defend by these presents,

In testimony whereof we the said Thomas S. Anthony, Mary Ann A. Anthony his wife have herewith set our hands and affixed our seals this day and date above written

Signed sealed & delivered in presence of
The State of Mississippi

Thos S. Anthony
Mary Ann A. Anthony

Madison County is Personally appeared before me John S. Cameron Clerk of the Probate Court of said County the above named Thomas S. Anthony and Mary Ann A. Anthony 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 Center this 12th day of November A.D. 1841

Seal

John S. Cameron Clerk

Thomas S. Anthony Received for Record 12th November 1841 Received 6th January 1841

Levi Jones This Indenture made and entered into the 12th day of November in the year One thousand Eight hundred and forty between Thomas S. Anthony and Mary Ann A. Anthony his wife of the State of Tennessee of the first part and Levi Jones of the State of Mississippi Madison County of the second part, Witnesseth that the said Thomas S. Anthony and Mary Ann A. Anthony his wife heretofore in consideration of the sum of one hundred and twenty five dollars to them in hand paid by the said Levi Jones at and before the sealing and delivering hereof the receipt whereof we do hereby acknowledge, and thereof acquit and forever discharge the said Levi Jones his heirs executors and administrators by these presents here granted, bargain sold and conveyed, and by these presents do grant, bargain sell and convey unto said Levi Jones and his

his heirs and assigns forever all of the undivided half of the North half of Lot Number Three in Square Number Four in the Town of Jackson Madison County State of Mississippi, together with all and singular the appurtenances thereto belonging in any wise appertaining, and also all the estate, right, title, interest, property, claim and demand whatsoever of them the said Thomas S. Anthony, and Mary Ann A. Anthony his wife in Law or Equity or otherwise howsoever, of in to or out of the same. To have and to hold the said Lot of ground and premises hereby granted with the appurtenances unto the said Levi James his heirs and assigns forever in fee simple, to the only proper use and behoof of the said Levi James his heirs and assigns forever, and the said Thomas S. Anthony and Mary Ann A. Anthony his wife for their heirs, Executors and administrators do Covenant, promise, grant and agree to and with the said Levi James his heirs and assigns by these presents, that they the said Thomas S. Anthony and Mary Ann A. Anthony his wife and their heirs the said above mentioned and described lot and premises hereby granted with the appurtenances unto the said Levi James his heirs and assigns against them the said Thomas S. Anthony and Mary Ann A. Anthony his wife and their heirs and assigns and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and well warrant and forever defend by their Persons,

In Testimony Whereof like the said Thomas S. Anthony and Mary Ann A. Anthony his wife have hereunto set our hands and affixed our seals the day and date first above written,

Signed Sealed & delivered in presence of
The State of Mississippi

Th: S. Anthony Seal
Seal

Madison County, ss Personally appeared before me John S. Cameron Clerk of the Probate Court of said County the above named Thomas S. Anthony who acknowledged that he signed, sealed and delivered this foregoing deed 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 12th Day of November A.D. 1840

Seal

John S. Cameron Clerk

Commissaries of the said Receiv'd for Record & Recorded 8th January 1841

Estate Banking Co. of N. York
To Assignment
John DeLafield

Whereas we Charles DeLafield, Corcolis Mead and Peterfield Jefferson assigns, trustees and Commissaries of the said Estate Banking Company of N. York in the State of Mississippi did on the twelfth day of May in the year of our Lord one thousand eight hundred and forty by a certain deed of assignment bearing date of that day, grant bargain, sell, assign transfer and set over unto John DeLafield of the City of New York certain Mortgages, Trusts, Mortgages and described in such said deed of assignment is duly Recorded in the office of the Clerk of the Probate Court of the County of Hinds and State of Mississippi in Book XXX pages 520 to 525, and in the Offices of the Clerks of the Probate Courts in divers other Counties in said State; And whereas said deed of Assignment was so by us made in pursuance of the Terms of a certain

Indenture made and extend into on the Eleventh day of May One thousand eight
 hundred and forty by and between us and said John Delafield, in and to which
 Indenture is also specially referred to in said Act of apportionment of the twentieth of
 May above mentioned, and whereas in and by said Indenture of the Eleventh of May
 it is by us covenanted and agreed that we would assign transfer and set over unto said
 John Delafield certain stock bonds and mortgages belonging to said Real Estate Bank-
 ing Company for the considerations and purposes therein mentioned, and for other
 covenanted and agreed that we would make good, and rectify all imperfections
 insufficiencies and errors in said mortgages, or substitutes or other good and valid
 conveyances for all such mortgages as might be pronounced deficient or informal
 by certain persons, by said John Delafield to be named: And whereas several of said
 mortgages have been so pronounced deficient and informal by the persons so named
 by said John Delafield, and we are anxious and desirous to carry out faithfully
 the provisions of said Indenture of the Eleventh of May, but at the same time anxious
 to avoid (if we can do so without infringing said Indenture of the Eleventh of May)
 the expense of a further examination of said mortgages and are therefore willing to assign
 to said John Delafield a much larger amount of other mortgages, than the amount
 of those so pronounced deficient or informal, and leaving it the option and choice
 of said John Delafield (he notifying us thereof within twenty days from the date
 hereof) whether to proceed with the examination of said mortgages now hereinafter
 assigned to him, and return the residue to us after he shall have the amount agreed
 upon in said Indenture of the Eleventh day of May in good and valid and lawful
 and formal mortgages in pursuance of said Indenture of the Eleventh of May
 or otherwise to retain and keep as well all those heretofore assigned by said Act of
 apportionment of the twentieth of May aforesaid, as all those now and hereby and here-
 in after assigned to him with the performance and fulfilment of all the cov-
 enants and agreements on our part to be kept, and performed, as set forth
 in said Indenture of the Eleventh of May, but without expense or examining
 the same further to us or to said Real Estate Banking Company, with power to
 fore close or sue upon the same in case of default made as in said Indenture of
 the Eleventh of May expressed but not to sell or dispose of more than the amount
 agreed upon in said Indenture of the Eleventh of May One thousand eight
 hundred and forty. Now therefore Know all men that we the undersigned Charles De-
 lafield, Lewis Mead and Peterfield Lefferson assignees, Trustees, and Commis-
 sioners of the said Real Estate Banking Company of Rhode County in consideration
 of the Premises, and of one dollar to us in hand paid by the said John Dela-
 field the receipt whereof is hereby acknowledged and in presence of the re-
 quirers of the said Indenture of the Eleventh of May, our thousand eight hun-
 dred and forty (which said Indenture is not in any case to be by us construed to be
 annulled, invalidated or impaired in any of its provisions, covenants, agreements
 or stipulations by the delivery of these presents, or the acceptance thereof by said
 John Delafield) have granted, bargained, sold, assigned, transferred and set over, and
 by these presents do grant, bargain, sell, assign, transfer and set over unto the said
 John Delafield his heirs Executors administrators and assigns all those several
 certain Indentures of Mortgage respectively made and extend into by and be-
 tween the following named persons and parties, mortgages and the President

and Directors of the said Real Estate Banking Company Mortgages, and bearing date and being for the several sums of Money, as the same are herein under specified, designated and set forth, to wit: One Mortgage made by May Hopton dated the 13th September AD 1838 for the sum of three thousand three hundred and twenty dollars. One Mortgage made by William W Lloyd, dated 19th September AD 1838, for the sum of four thousand nine hundred and ninety five and 7/100 dollars. One Mortgage made by Isaac Andrews, dated 17th May AD 1838 for the sum of twenty One thousand seven hundred dollars. One Mortgage made by Subrid S. Cook to secure the sum of fifteen thousand six hundred dollars, and dated 13th May AD 1838. One Mortgage made by Squire Robertson, dated 23rd May, AD 1838, for the sum of four thousand eight hundred dollars. One Mortgage made by Jacob H. Campbell, dated 30th September AD 1838 to secure the sum of six thousand and twenty one dollars. One Mortgage made by Thomas W. Sear and John H. Kenes dated 6th March AD 1839, for the sum of eight thousand dollars. One Mortgage made by John H. Weston dated 2nd January AD 1839, for the sum of six thousand dollars. One Mortgage made by William Chamberlain dated 25th August AD 1838, for the sum of one thousand seven hundred dollars. One Mortgage made by John Evans dated 27th September AD 1838, for the sum of fourteen thousand five hundred and nine ten dollars. One Mortgage made by Philip Wilderbrand dated 31st August AD 1838, for the sum of nineteen thousand seven hundred and six and 68/100 dollars. One Mortgage made by Samuel Selley dated 1st September AD 1838, to secure the sum of six thousand four hundred and sixty three dollars. One Mortgage made by Jonathan Bommer dated 5th September AD 1838, to secure the sum of seven thousand one hundred and ninety one dollars. One Mortgage made by Joseph S. Battle, dated 11th September AD 1838, for the sum of Eleven thousand nine hundred and seventy and 68/100 dollars. One Mortgage made by Eleazer Pitpatrick dated 3rd September AD 1838 for the sum of five hundred and three dollars. One Mortgage made by John W. Keanna dated 2nd July AD 1838 to secure the sum of thirty one thousand two hundred and thirty one and 26/100 dollars. One Mortgage made by Thomas Griffin dated 21st July AD 1838 for the sum of ten thousand four hundred and seventy four and 97/100 dollars. One Mortgage made by Henry A. Black dated 2nd July AD 1838 for the sum of six thousand and two dollars. One Mortgage made by Ira Harris dated 31st May AD 1838 to secure the sum of twelve thousand and fifty nine dollars. One Mortgage made by Frederick A. Johns, dated 29th June AD 1838 for the sum of fifteen thousand and ninety eight and 25/100 dollars. One Mortgage made by Amos Conject water dated 30th June AD 1838, for the sum of eight thousand dollars. One Mortgage made by David B. Downey dated 2nd July AD 1838 for the sum of two thousand four hundred and eighty ten dollars. One Mortgage made by John Keume dated 2nd July AD 1838 for the sum of one thousand one hundred and twenty five dollars. One Mortgage made by James H. McHaven and Susph. A. McHaven dated 29th June AD 1838, for the sum of Twelve thousand two hundred dollars. One Mortgage made by Eben Hall dated 3rd July AD 1838 for the sum of four thousand dollars. One Mortgage made by Marcellus S. Standish dated 17th July AD 1838 for the sum of fourteen thousand three hundred and fifty two and 48/100 dollars. One Mortgage made by Richard A. Edwards dated 10th July AD 1838, for the sum of twelve thousand dollars.

One Mortgage made by William O Aldridge dated the 25th June A.D. 1838. to secure the
 sum of Eleven thousand two hundred dollars. One Mortgage made by Thomas Hill,
 dated 15th June A.D. 1838, for the sum of thirteen thousand three hundred dollars. One
 Mortgage made by John L. King dated 17th July A.D. 1838, for the sum of six thousand
 dollars. One Mortgage made by Gabriel S. Cook, dated 15th May A.D. 1838 for the sum of
 thirteen thousand dollars. One Mortgage made by Heaton M. Hoop dated 5th August
 A.D. 1838 for the sum of seven thousand nine hundred and seventy four dollars. One
 Mortgage made by James Black dated 1st August A.D. 1838, for the sum of six hundred
 and thirty seven dollars. One Mortgage made by James A. Malone dated 7th August
 A.D. 1838, for the sum of one thousand five hundred dollars. One Mortgage made by Her-
 well N. Gomburg dated 17th August 1838 for the sum of ten thousand dollars.
 One Mortgage made by John Barford dated 20th August A.D. 1838 for the sum of
 eleven thousand and thirteen and 25/100 dollars. One Mortgage made by Robert
 G. Rogers dated 20th August A.D. 1838 for the sum of twelve thousand dollars.
 One Mortgage made by Montgomery Robertson dated 11th February, A.D. 1839, for the
 sum of twelve thousand seven hundred dollars. One Mortgage made by Samuel
 Fairbanks dated 25th July A.D. 1838, to secure the sum of ten thousand nine
 hundred and twenty six dollars. One Mortgage made by Macken W. White dated
 14th February A.D. 1839, for the sum of three thousand dollars. One Mortgage made
 by Macken W. White dated 14th February A.D. 1839, for the sum of one thousand dol-
 lars. One Mortgage made by Gabriel S. Cook dated 27th March A.D. 1839, for the
 sum of five thousand two hundred dollars. One Mortgage made by James Conter
 dated 3rd November, A.D. 1838, for the sum of eleven thousand three hundred and twenty
 five dollars. One Mortgage made by Gabriel S. Cook dated 13th May A.D. 1838
 for the sum of twelve thousand seven hundred dollars. One Mortgage made by G.
 D. Huddle and S. S. Ellison dated 20th October A.D. 1838, for the sum of six thou-
 sand five hundred and eighty three dollars. One Mortgage made by Gude Rivers
 dated 5th October A.D. 1838, for the sum of two thousand seven hundred and two
 dollars. One Mortgage made by Harrison W. Hunt, dated 4th October A.D. 1838
 for the sum of thirteen thousand three hundred and fifty four dollars. One
 Mortgage made by Adam Kocanough dated 19th November A.D. 1838, for the sum
 of six thousand dollars. One Mortgage made by Peter C. Crosey dated 29th
 September A.D. 1838, for the sum of two thousand three hundred and eighty
 nine dollars. One Mortgage made by William W. Lloyd dated 28th September
 A.D. 1838, for the sum of fourteen thousand seven hundred and thirty seven dol-
 lars. One Mortgage made by William W. Lloyd, dated 28th September 1838 for the
 sum of four thousand and twenty one dollars. One Mortgage made by Jacob
 W. Campbell dated 28th September A.D. 1838 for the sum of four thousand three
 hundred and twelve dollars. One Mortgage made by William W. Lloyd
 dated September 28th A.D. 1838 for the sum of one thousand and two dollars.
 One Mortgage made by Bode Johnson dated 27th August, A.D. 1838 for the
 sum of twenty four thousand four hundred and fifty four dollars. One
 Mortgage made by Thomas Griffin dated 18th August 1838, for the sum of seven
 thousand nine hundred and 25/100 dollars. One Mortgage made by
 John Paris, dated 20th September A.D. 1838, for the sum of two thousand two
 hundred and eighty seven dollars. One Mortgage made by David Lemay

dated 5 November AD 1838, for the sum of four thousand three hundred
 and seventy-four dollars. — One Mortgage made by Abraham P. Silliman
 dated 2nd September AD. 1838, for the sum of seven thousand one hundred
 and ninety two dollars. — One Mortgage made by D. F. Standley and J. D. Ellison
 dated the 22nd September AD. 1838, for the sum of Eleven thousand, five
 hundred and twenty five dollars. — One Mortgage made by Abram A.
 McMillin dated 27th November AD. 1838 for the sum of Nine thousand Nine
 hundred and twenty five dollars. One Mortgage made by John A. Boyd
 dated 13th November AD. 1838 for the sum of seven thousand Nine hundred
 and ninety four dollars. — One Mortgage made by John A. Boyd, dated
 29th November AD. 1838, for the sum of One thousand two hundred and
 One dollar. — One Mortgage made by Benjamin P. Lee dated 13th August
 AD. 1838, for the sum of Three thousand Nine hundred and eighty eight
 dollars. One Mortgage made by Esther Curtis dated 27th August AD.
 1838 to secure the sum of five thousand four hundred and sixty five
 dollars. One Mortgage made by David G. Hardy dated 22nd December 1838
 for the sum of One thousand two hundred and six dollars. One Mort-
 gage made by Merritt Lilliant dated 26th October AD. 1838, for the sum of
 twelve thousand and thirty five dollars. One Mortgage made by Abner
 W. Chapman dated 3rd November AD. 1838 for the sum of Eleven thousand
 dollars. — One Mortgage made by James W. McRaven dated 28th January
 AD. 1839, for the sum of One hundred and sixty dollars. One Mortgage
 made by Thomas H. Green dated 29th January AD. 1839, for the sum of seven
 thousand and thirty four dollars. One Mortgage made by James A. James
 dated 4th March AD. 1839, for the sum of Three thousand one hundred dollars.
 One Mortgage made by James A. James dated 4th March AD. 1839, for the
 sum of four thousand four hundred dollars. — One Mortgage made by
 John W. McRaven, dated 21st June AD. 1839, for the sum of four ten
 thousand five hundred dollars. — One Mortgage made by Thacker W. Pri-
 nter, dated 17th April AD. 1838, for four ten thousand dollars. One
 Mortgage made by William M. Deering dated 2nd July AD. 1838, for the
 sum of seven thousand five hundred and ninety five dollars. — One
 Mortgage made by Elisha H. Putnam, dated 29th June AD. 1839, for the
 sum of One thousand two hundred dollars. One Mortgage made by Jo-
 seph A. McRaven dated 3rd July AD. 1838, for the sum of Eleven thou-
 sand three hundred and nineteen and 50/100 dollars. One Mortgage
 made by John Cranshaw dated 1st March AD. 1839, for the sum of
 four thousand eight hundred dollars. — One Mortgage made by Joseph
 S. Hensbrough, dated 3rd July AD. 1838, for the sum of One thousand
 two hundred and sixty eight and 40/100 dollars. — And One Mortgage
 made by Elisha H. Putnam, dated 3rd June AD. 1839, for the sum of two
 thousand five hundred dollars. Also all the releases and releases made
 or does accompanying said Mortgages, together with the bonds and obli-
 gations therein described with the interest and the money due and to grow due
 thereupon To have and to hold the same subject to the provisions in the said
 Mortgages mentioned unto the said John Putnam his Executors administrators

and assigns unto the faithful and complete performance and fulfillment of the covenants, promises and agreements on our part, and on the part of the said Real Estate Banking Company to be kept and performed, as specified and set forth in said Indenture of the Eleventh of May One thousand eight hundred and forty and the said additional articles thereto annexed, and as the said Charles Delafield, Cowles Mead and Peterfuld Jefferson assigns, Trustees and Commissioners as aforesaid, have made Constitutable appointed and substituted and by their presents do make, constitute, appoint and substitute the said John Delafield our and each of our true and lawful attorney, irrevocable, with full power of substitution and reversion in or either of our executors or in the name of said Real Estate Banking Company, and at our proper costs and Charges to him, use and take all lawful ways and means in case of need for the recovery of all the said Money and interest, and in case of payment of any of the said Bonds and Mortgages, to discharge the same as fully as we or either of us or the said Real Estate Banking Company might do if these presents were not made, and we do hereby give and grant unto our said Attorney full power and lawful authority in case of default made in any of the promises, covenants and agreements in the said Indenture of the Eleventh of May One thousand eight hundred and forty and the said additional article thereto mentioned, in our part, or on the part of the said Real Estate Banking Company to be kept and performed, we do hereby to the time, intent and meaning thereof, to take all lawful ways and means by force of law or suit and (to the amount originally agreed upon in and by said Indenture of the Eleventh of May) by sale or disposal for the recovery of the amount or value of said Bonds and Mortgages, and the interest; and the Proceeds, after payment of Costs and Charges and expenses, and a Commission of three per Cent to apply as fast as received to the payment and discharge of all such sum or sums of Money, partly or penally less expenses administrators or assigns under or by virtue of said Indenture of the Eleventh of May, and the said article additional thereto, or by means of the breach or violation thereof in any part, or during the lives of any to us, our survivors or Successors, Substitutes or Substitutes

In Witness Whereof we have hereunto set our hands and seals this twenty third day of September in the year of our Lord One thousand eight hundred and forty

Sealed & delivered

Charles Delafield
 Cowles Mead
 Peterfuld Jefferson
 assigns, Trustees and Commissioners
 of Real Estate Bank & Co. of New York

The following erasures and interlineations having been first made viz; between the 3rd & 4th lines of first page the words of Bonds Comely interlined; also 10th line of 3rd page the words "President & directors" interlined; in 26th line of 3rd page the word "twenty" written on an erasure, in 7th line of 4th page the words "our Mortgage" erased, in 1st line of 5th page the word "two" written on an erasure, in last line but one of 6th page the letters & figures "A 1838" interlined, in 3rd line of 7th page the words "Substituted" on an erasure, in 9th line of 9th page the words "as aforesaid" interlined in 23rd line of 9th page the word "full power" interlined in last line but one of 9th page the word "and" written on an erasure;

In presence of
 H. E. Van Winkle

States of Mississippi Personally appeared before me William Hamilton a Justice
 Peace of the Peace and Ex Officio Notary Public in and for said County
 the above named Charles DeLafield, Corcoran Mead, and Peterfield Jefferson who acknowledged
 that they signed sealed and delivered the foregoing instrument on the day and year
 therein mentioned as their act and deed,

Given under my hand and private seal having no seal of
 office this twenty third day of September in the year of our Lord one thousand
 eight hundred and forty,

Wm Hamilton J.P. Seal
 And Ex Officio Notary Public

L. M. Garrett Justice Received for Record 4th December 1840; Recorded 12th January 1841

Bill of Sale

Al. St. DeGrasson said Thomas Abram Caraway & Martha his wife and William
 Linnin all of Madison County State of Mississippi on the first day of December
 one thousand eight hundred and thirty six made, executed and delivered a
 Mortgage with power of sale or deed in Trust on the following named Negro Slaves
 to wit Rose Samary, Wiley, Randolph, Andy Amanda, Mary Scott, Maria
 Sophia, Jack & Roberton (together with certain other property therein mentioned)
 which deed of Trust was intended to secure the payment of three several prom-
 issory notes, each for the sum of two thousand six hundred dollars, payable
 to Lewis M. Garrett or order the first due on the first day of January Eighteen
 hundred and forty, the second on the first day of January Eighteen hundred
 and forty one, and the third on the first day of January Eighteen hundred and
 forty two, and which deed of Trust is duly recorded in the office of the Probate
 Clerk of Madison County State of Mississippi in Book of Deeds D. pages 273 & 274.
 And whereas by the provisions of said deed of Trust in case the said Caraway &
 Linnin or their heirs or Executors, should fail to pay either of said notes as they
 might fall due, the said Garrett or in case of his death his heirs Executors or
 Administrators is authorized to proceed to sell so much of said property as
 might be necessary to satisfy any such default, first giving thirty days
 notice by advertisements in three Public places in the County of State aforesaid
 of the time & place of such sale. And whereas the said Caraway & Linnin having failed
 to pay the note aforesaid which became due and payable on the first day of Janu-
 ary Eighteen hundred and forty, & the legal representatives of the said Caraway
 & Linnin having also failed to pay the same, the said Garrett did offer for sale
 to the highest bidder at the residence of the said late Abram Caraway in said
 County & State, on the first day of December Eighteen hundred and forty the
 Negro Slaves aforesaid having previously advertised the time and place
 of said sale in three Public places in said County, to wit in Canton, in
 Livingston & Vermont, from the 27th day of October 1840 till the said day
 of sale (which was for the space of thirty days or more) and whereas
 Matthew St. DeGrasson said of Wilkinson County & State aforesaid bid the following
 sums of Money for the said Negroes as follows for Jack \$600, for Samary \$600
 for Roberton \$480, for Randolph \$500, for Andy \$350, for Amanda \$575, for Mary
 Scott & Child 3 months old \$350, for Rose daughter Wiley \$800, for Sophia \$200 -

for Maria of 580, which were the highest and best bids made for said Negro on said day of sale, to wit several bids amounted all together to the sum of fifty four hundred and fifty dollars (\$5450), and whereas the said De Graffenried has fully paid to the said Garrett as Trustee as aforesaid the said sum of \$5450 in full for said Negro. Therefore know all men by these presents that Lewis M. Garrett as said Trustee have granted, bargained, sold and delivered, and by these presents do grant, bargain, sell and deliver unto the said De Graffenried for and in consideration of the said sum of five thousand four hundred and fifty dollars, so as aforesaid paid, the whole of the aforesaid Negro Slaves (twelve in number) to have and to hold the same unto him and his heirs forever, the title to y^e ownership of which I do hereby warrant, & forever defend,

In witness whereof I have hereunto set my hand, affixed my seal on this the 3rd day of December A.D. one thousand eight hundred and forty (1840) on first page in twentieth line from the top the word "several" interlined before signing & sealing of this deed,

Lewis M. Garrett Trustee

The State of Mississippi
Madison County

Personally appeared before me a Justice of the Peace in and for said County, Lewis M. Garrett, whose name is subscribed to the foregoing instrument of writing, who acknowledged that he signed, sealed and delivered, the same as his act and deed, on the day and year therein written.

Given under my hand and seal this 3rd day of December A.D. 1840

James Priestley J.P. Justice

J. H. Vannoy Justice Received for Record 15th November 1840 & Recorded 12th January 1841.

William Pastors This Contract made this 11th day of November A.D. 1840 between Joseph H. Vannoy and Charlotte L. Vannoy his wife of the County of Madison and State of Mississippi of the first part, and William Pastors administrator in right of his wife Margaret Pastors late Margaret Jones surviving administratrix of the Estate of James R. Jones deceased with whom the said Pastors holds in common of the second part, Witnesseth that the said parties of the first part, for and in consideration of the sum of four thousand dollars to the said Joseph H. Vannoy in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, the following described tracts or parcels of land situate being & lying in the County and State aforesaid to wit, the North East quarter of Section thirty three Township nine Range two East, the North half of the West half of the North West quarter of Section twenty five in the same Township and Range, the South half of the West half of the South West quarter of Section twenty four, up five acres or a pique form off the North East Corner of the last last mentioned, which is also in Township nine Range two East, to have and to hold the said tracts or parcels of land unto the said William Pastors as administrator & Margaret his wife as Administratrix of the said Estate of James R. Jones, and their

Acceptors and assigns forever, And the said parties of the first part for themselves and all Claiming under through or by them, against themselves, all Claiming through under or by them, unto the said parties of the second part, their Acceptors and assigns the title to said tracts or parcels of land do and will forever warrant and defend by these presents, And the parties of the second part do and will forever in like manner warrant and defend the title to the same against all bodies Corporate whatsoever, and all persons whomsoever.

In testimony Whereof the said parties of the first part have hereunto set our hands and affixed our seals - 4th line of 2nd Page. "do and y" also in 5th line "as" interlined before signing sealing this deed, also in 13th line of same page the words "do and will" erased before signing.

Joseph W. Vannoy *seal*
Charlotte L. Vannoy *seal*

The State of Mississippi
Madison County

Personally appeared before me an acting Justice of the Peace in and for said County Joseph W. Vannoy whose name is subscribed to the foregoing deed who acknowledged that he signed sealed and delivered the same as his act & deed for the purposes therein mentioned, and also came before me Charlotte L. Vannoy wife of the said Joseph who being by me examined separately and apart from her said husband, acknowledged that she signed sealed and delivered the same as her act & deed for the same purpose without any fear threats or Compulsion of her said husband.

Given under my hand & seal this 13th Day of November
A.D. 1840

J. S. Salmon S. P. *seal*

Sheriff Wm. H. Hoff Received for Record 7th December 1840 Recorded 13th January 1841
Deed

William Clark This indenture made and entered into this 28th day of September Anno Domini one thousand eight hundred and forty, between Samuel Hamilton Sheriff of Madison County Mississippi of the first part, and William Clark of the second part testeth that whereas Judgment was rendered by the Circuit Court of the County of DeSoto against Alfred Perry & Russell Hoop in the following case, viz; at the Spring Term 1838 of said Court as aforesaid to wit: William Clark vs. Alfred Perry & Russell Hoop for \$374.93 of Lewis Wood & McCall vs. Same for \$124.08 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 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 Alfred Perry & Russell Hoop 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 Commands of said writs proceeded on the 15th day of August 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 defendants, Perry & Hoop lying and being in the County of Madison aforesaid Thence as follows, to wit, 12 1/2 S. E. 1/4 S. 20, 1 1/2 E. 1/2 N. 20 (E. 1/2 S. 20)

is a case in the NE corner of tract 1/4 Sec 3, T. 24, R. 24, E. 2, N. 1/4, T. 24, R. 24, E. 2, N. 1/4, S. 20, E. 1/2, N. 1/4, S. 29, N. 1/2, N. 1/4, S. 29, N. 1/2, T. 24, R. 24, E. 2, N. 1/4, S. 28, N. 1/2, N. 1/4, S. 28, N. 1/2, T. 24, R. 24, E. 2, N. 1/4, S. 21, all in Township 7 South of Range East containing by estimation six hundred twenty seven acres, he the same more or less and the said Sheriff proceeded to advertise the same according to law, he offered said land for sale at the Court house door in the Town of Canton aforesaid, and the said Samuel McComb, Sheriff as aforesaid, also proceeded on the 23rd 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 William Clark, a planter and bid One dollar and 8/10 cents per acre which was more than any other person did or would bid, Now therefore for the consideration of the aforesaid sum of One dollar and 8/10 cents per acre to me in hand paid, the receipt of which is hereby acknowledged, I Samuel McComb Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff do hereby buy, own, sell and convey to the aforesaid William Clark all the right, title, interest and claim as the aforesaid Perry & Jeff in and to the aforesaid tract or parcel of land, together with all and singular the rights, privileges, tenements belonging, or in any way appertaining, to have and to hold the same forever from the said Perry & Jeff or their heirs, executors and administrators.

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

The State of Mississippi
 Madison County
 Personally appeared before me John S. Garrison Clerk of the Probate Court of said County Samuel McComb who acknowledged and he signed sealed and delivered the within and on the day and in the presence therein specified as his act and deed as Sheriff of said County.

Given under my hand and seal of office at Canton this 7th day of December A.D. 1840
 John S. Garrison Clerk

Eli. Nichols } Received for Record 12th November 1840 & Recorded 18th January 1841
 Mortgage }
 Nichols & Seales } This Indenture made the 12th day of November in the year of our Lord One thousand eight hundred and forty, between Eli Nichols of the County of Madison and State of Mississippi of the first part, and Coleman Nichols and Charles S. Seales of the same County and State of the second part, Whereas said Eli Nichols is now indebted to the Commercial Bank of Natchez at its Branch at Canton in considerable sums of money as evidenced by the following notes to wit, a note drawn by Eli Nichols, Coleman Nichols and Nathaniel Robbins for three hundred and fifty dollars payable twelve months after the 2nd day of January 1840, to the Commercial Bank of Natchez at its Branch at Canton, a note drawn by Eli Nichols, Nathaniel Robbins and Coleman Nichols for five hundred dollars payable twelve months after the 27th day of March 1840 to the Commercial Bank of Natchez at its Branch at Canton, a note drawn by Eli Nichols, Coleman Nichols and Nathaniel Robbins for three hundred and fifty three dollars and fifty cents payable twelve months after the 10th of April 1840 to the Commercial Bank of Natchez at its Branch at Canton, a note

drawn by Eli Nichols, Nathaniel Robbins and Solomon Nichols for three hundred dollars payable twelve Months after the 31st March 1840 to the Commercial Bank of Natchez at its Branch at Canton, A Note drawn by Eli Nichols Solomon Nichols and _____ for five hundred and fifty dollars payable to the Commercial Bank of Natchez at its Branch at Canton twelve Months after the first day of March 1840. And the said Eli Nichols being desirous to secure the said Commercial Bank in the payment of said Notes, and to secure said Bank from all loss thereon. Now this Indenture, Witnesseth, that the said party of the first part, as well for and in Consideration of the securing of the said Bank as aforesaid as for the sum of one dollar to him in hand paid the receipt whereof is hereby acknowledged, has bargained sold and conveyed and by these presents does bargain sell and convey to the said parties of the second part, their Executors and administrators the following Negro Slaves and Stock - to wit - Scim, Rose, Peter, Nancy, November, Bear, and Dolly - twenty head of Sheep, two hundred and eighty head of hogs, Eighty head of Cattle, four Mules and three Mares. To have and to hold the above mentioned property to the said parties of the second part, their heirs Executors and administrators, forever Upon the Trusts, Stipulations, and to the uses, intents and purposes herein expressly limited and declared, and for no other use intent or purpose whatsoever that is to say - That if the said Eli Nichols (reserving to himself the right and privilege of renewing and pastoring said Notes from time to time as the said Bank may allow) his Executors or administrators shall well and truly pay and satisfy said Notes or Cause the same to be paid and satisfied when finally required so to do by said Bank. Then and thenceforth this present Indenture, and the Estate hereby conveyed shall cease, determine and become absolutely null and void, any thing herein contained to the contrary notwithstanding. But if the said Eli Nichols shall fail or refuse to pay said Notes or Cause the same to be paid when finally required so to do by said Bank then and in that Case it is expressly declared, stipulated and agreed, by and between the parties to this Indenture; that the said parties of the second part or either of them or the Survivors of either of them, shall have full and complete power and authority upon giving six Months previous notice thereof in some public Newspaper published in Madison or any adjacent County, to offer at Public Auction at the Court house of Madison County, and sell to the highest bidder for Cash any part, or all of the property hereby conveyed - making under the authority hereby vested, good and sufficient Bills of Sale for the same and from the proceeds of such sale after defraying the Charges and expenses to be paid to the said Bank the said several sums of money specified in said Notes or so much thereof as may at any time be due and unpaid as aforesaid, together with all interest and Costs that may have accrued thereon, and the said parties of the second part, accepting the Trust aforesaid do for themselves their Executors and administrators Covenant, to and with the said party of the first part, as to and with all and every person interested or to be interested as aforesaid and each and every of them, their and each of them or representatives, jointly separate and severally the Trust aforesaid and every part thereof according to the intent and meaning of these Presents: In testimony whereof

have hereunto set our hands and affixed our seals the day and year above written signed sealed and delivered in presence of }
Eighthly head of Cattle" intended in the first }
line of second page before signing.

Eli Nichols Seal
Charles Seal
Thomas Nichols Seal

The State of Mississippi Personally appeared before me John J. Cameron Clerk of the Probate Court of Madison County as agent of said County, the above named Eli Nichols and Charles Seales who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed for the purposes therein specified.

Given under my hand and seal of office at Canton this 12th Day of November A.D. 1840

Seal

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

John J. Cameron

Given under my hand and seal of office at Canton this 16th Day of November A.D. 1840

Seal

John J. Cameron

John C. Boyd Received for the cord 14th November 1840 Recorded 13th January 1841 Mortgage

George C. Boyd This Indenture made and entered into on the fourteenth day of November A.D. Eighteen hundred and forty Between John C. Boyd of the County of Madison and State of Mississippi of the first part, and George C. Boyd of the County of Montgomery in the State of Tennessee of the other part, Whereas the said John C. Boyd of the first part is indebted to the said George C. Boyd in the first and full sum of Four thousand dollars for so much money loaned to said party of the first part by the said party of the second part, and paid for the said John C. Boyd and at his request and on account of legal liabilities incurred for him the said John C. Boyd, and paid by the said George C. Boyd, and in consideration of such indebtedness and to the better securing of the said loan of money to the said George C. Boyd, which amount is now due and owing from him the said John C. Boyd to the said George C. Boyd. Now this Indenture Witnesseth that the said John C. Boyd being unable to pay the said George C. Boyd the said sum of money at this time, and that it shall be well and truly paid off and discharged on the first day of January A.D. Eighteen hundred and forty two, and for the better consideration of the sum of ten dollars in hand paid to him the said John C. Boyd by the said George C. Boyd, the receipt whereof is hereby acknowledged, shall be deemed sold and transferred, and the same amount doth and become sold and transferred, all the right title and interest which he the said John C. Boyd has or ever had to the following described Negro Slaves for life, viz- Robin a Negro man Black Complexion and about thirty years and his Negro woman named Joans wife of the said Robin and a Negro woman named Lavina aged about 20 years yellow complexion his hairs and a pigons forehead; And the said John C. Boyd for himself his heirs and assigns Executors Administrators will warrant and defend the said Slaves to the said George C. Boyd his heirs Executors Administrators and assigns from the

claim or Claims of all persons claiming from by through or under him or them
 And it is further covenanted and agreed between the parties to these presents
 that the said Geo. C. Boyd is to remain in possession of the said Negro Slave
 until divested of the possession by the said Geo. C. Boyd, after the said time
 mentioned in these presents herein before mentioned when he the said George
 C. Boyd may take possession if he so wishes it - viz - when the said sum of money
 becomes due and if not paid. Provided Nevertheless, that if the said sum of
 Money due and owing as aforesaid shall be well and truly paid off when the
 same shall be due and payable as herein before specified, then in that case these
 presents to be null and void and of no effect either in Law or Equity, otherwise
 to remain in full force and virtue.

In testimony whereof the said party of the first part hath on
 the day and year first above written affixed his hand and 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 Geo. C. Boyd who ac-
 knowledged 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 14th day of November A.D. 1840

John S. Cameron Clerk

John C. Boyd Received for Record 14th November 1840 & Recorded 25th January 1841.

Deed Trust

Thos Shackelford This instrument made and entered into on the 14th day of November
 in the year of our Lord One thousand eight hundred and forty, between John C. Boyd
 and Mary Jane Boyd his wife of the one part, and Thomas Shackelford of the other
 part, all of the County of Madison and State of Mississippi. Whereas the said John
 C. Boyd purchased of one Wheat Gary on the 21st day of July AD Eighteen hundred and
 thirty eight, the following described real and personal estate, viz: The West half of the
 South West quarter of section No five Township No 10 Range 4 East. The South half of
 section No 6 Township No 10 Range 4 East, 20 Rods wide off of the South end of the
 North end of section No 6 Township No 10 Range 4 East, Six E 1/2 of the S 1/4 of section No 7
 Township No 10 Range 4 East, the N 1/2 of the S 1/4 of section No 7 Township No 10 Range 4 East, the N 1/2
 of the S 1/4 of section No 1 Township No 10 Range 3 East, and all the land lying North of Loukes
 creek on the North East 1/4 of section No 12 Township No 10 Range 3 East, and also four teen Negro
 viz August, Maria, George, Fanny, Mary, Kitty, Anne, Sonny, Glasgow, Jerry, Susan, Jack
 Bob and a child about 1 year old, all slaves for life, which will more fully ap-
 pear by reference to a Mortgage executed on said property by said Boyd to secure the
 purchase money to said Wheat Gary, see Book 6 pages 711 & 12, of the Records of the Probate
 office for Madison County aforesaid - for which property real and personal the said
 Boyd contracted to pay to the said Wheat Gary the sum of thirty four thousand dollars
 and did pay down to the said Gary the sum of \$825.00 and executed his notes
 to the said Gary for the balance payable in three annual installments the first at
 the first of March A.D. 1840, the second 1st March 1841, the third on the 1st March 1842
 each for \$825.00, and the said first note the said Boyd is about to arrange, con-

pay off, the two remaining notes being still unpaid and not due, and whereas also the said West Gony being indebted to Allen Gony, he transferred and endorsed the said notes to the said Allen Gony and assigned & conveyed all his interest secured by a Mortgage as and to said notes, by an assignment of said Mortgage as will more fully appear by reference to the assignment of the same by Allen Gony to said Allen Gony on the records of said Mortgage in Book in Page in the office aforesaid, and whereas also the said Allen Gony, with one Messrs Gony, Williams Barris frome, Williams N. Muelip are indebted by a promissory Note drawn by them in favor of Briggs Lacaste & Co or order for the sum of Eleven thousand and thirteen dollars and forty six cents, payable and negotiable at the Commercial Bank of New York, which is dated the 18th day of June 1838 and due ten months after date, and endorsed to the Farmers and Merchants Bank of Memphis Tennessee, who are now the holders of the same, and is now in the hands of the Messrs J. C. Mackel & Co attorneys at Law of Canton Miss. for collection for said Bank, and whereas also the said Allen Gony being willing and desirous to secure the said Bank in the faithful payment of the said debt, and interest on same to the said Bank on the said Bank's giving further time for the payment of the said sum of money specified in said note, which said Bank has agreed to do, and in consideration of the time given to the said Allen Gony for the payment of the said sum of money due and owing from time to time to said Bank by the said Allen Gony, has agreed and granted the time of the payment of the two remaining notes due from said Boyd to said Allen Gony the holder and owner of the same, as will appear hereon by giving time the said Bank, two, three and four years on the same and in pursuance of said agreement, and in consummation of the same, the said Boyd has executed and delivered the following described notes to the said Allen Gony drawn by John C. Boyd in favor of the said Allen Gony viz one note for the sum of four thousand one hundred and twenty six dollars due and payable on or before the first day of November A.D. Eighteen hundred and thirty three, and one other drawn in aforesaid - favor of the same for the sum of four thousand one hundred and twenty six dollars due and payable on the first day of November Eighteen hundred and forty two, and one other drawn by same in favor of same for the sum of four thousand one hundred and twenty six dollars due and payable on the first day of November Eighteen hundred and forty three, all of which said notes bear eight per centum interest per annum from date, and one other for the sum of four thousand three hundred and seventy three dollars and fifteen cents, due & payable on favor of the said Allen Gony on the first day of November Eighteen hundred and forty four, bearing interest at the rate of 8 per cent per annum from the first day of March A.D. Eighteen hundred and forty two, all of which said notes are dated at Canton Miss on the first day of November A.D. Eighteen hundred and forty, the three first of said notes, above mentioned the said Allen Gony has endorsed to the Farmers and Merchants Bank of Memphis Tennessee and thereby assigned and transferred the said notes to the said Bank as collateral security, to secure the ultimate payment of the said debt, due as aforesaid to said Bank from said Allen Gony, &c. &c. and whereas also, as the said Boyd has transferred and delivered certain notes and legal obligations, in his favor to the said Allen Gony in payment and in satisfaction of the note due said West Gony for \$8425.00 on the 1st day of March, A.D. 1830, a promissory note due said Allen Gony, the said Boyd is desirous of securing the ultimate payment of the collateral transferred as aforesaid, in case it should fail, and in

consideration of which, and that ultimate and prompt payment shall be made
 by the said Boyd of the Money due by him as specified in the foregoing speci-
 fied notes; to the Merchants and Farmers Bank of Memphis aforesaid. the holder of
 the first mentioned Notes viz Three for the sum of four thousand one hundred &
 twenty six dollars each due A.D. 1841. 42 & 43, as well as the last mentioned
 Note for the sum of four thousand three hundred & seventy three dollars 15/100-
 due A.D. 1844. 1st Nov^r to the said Allen Gany and to secure the said Gany
 (Allen Gany) free from damage or harm from his said endorsements, to the
 said Farmers and Merchants Bank of Memphis of the three first notes endorsed
 & delivered as herein before stated, as well as the sum of Ten dollars in hand
 to him the said John Le Boyd paid by the said Shackelford the receipt whereof
 is hereby acknowledged, hath granted, bargained, sold, aliened conveyed, trans-
 ferred and assigned and set over, and by these presents, do grant, bargain sell
 alien convey transfer and assign unto the said Thomas Shackelford his heirs
 and assigns a Certain tract of land lying and being in the County of Mad-
 ison aforesaid known and designated as the West half of the South West
 quarter, of Section Number Five in Township Ten Range four East, The South
 half of Section No Six in same Township & Range, also twenty Rods wide off of the
 South end of the North half of Section No Six Township Ten Range No four East,
 The East half of the North West quarter of Section No Seven Township No Ten Range
 No four East, The North half of the North East quarter of Section No Seven Town-
 ship Ten Range No four East, The West half of the South East quarter of Section No
 One in Town No Ten Range Three East, and all the land lying North of Sixteen
 rods on the North East quarter of Section No Twelve Township Ten Range
 Three East, containing in all seven hundred and fifty acres be the same more or
 less the said land being the same and intended by these presents to be the same
 originally purchased by the said Boyd of the said West Gany, Also the following
 Negro Slaves for life viz August, Maria, George, Fanny, Mary, Kitty, Anne
 Emily, Glasgow, Jerry, Susan, Jack, Bob and a Child, being the same Negroes
 purchased with the said land from the said West Gany by the said Boyd, of the
 first part, also the following Negro Slaves for life viz a Negro man named Arm-
 stead, a man named Patrick, a man named Nelson, a man named big
 Henry, little Henry, a man, a man named Abram, a man named Orange,
 a man named Joe, a boy named Robinson, a Negro Woman named Susan
 and a Negro woman named little Mary and Child named Eliza, and
 Negro man named Polydore, Chauncy a Woman and her Child Liza, a girl
 named Myra, a Negro Woman named Patty, a girl named Lemon, a
 girl named Martha, a boy named Richard, a boy named Andrew
 a girl named Louisa and a Child of Kitty, named in Also thirteen
 Mules, two horses, one pleasure Carriage, two chaggon, four yoke of Oxen
 all the farming utensils on the place, also one hundred and fifty bush
 of hays, and fifty head of Cattle, all the Corn and fodder on the place
 also all the household & kitchen furniture, all of the Negroes, Mules, horses &
 herein sold, transferred or intended to be conveyed or transferred and sold
 are now on the land & premises herein conveyed, being the Plantation where
 the said Boyd now resides, To have and to hold the said land

all the appurtenances thereto belonging or in any wise appertaining, and the said Negroes, Mules, Horses, Carriage, Waggon, Oxen, all the farming utensils on the place, Hogs, Cattle, all the Corn and fodder, all the house hold and the other furniture and such and every of them unto the said Thomas Shackelford his heirs and assigns forever, and the said Boyd for himself his heirs and assigns from the Claim or Claims of all persons claiming from by or through him or them with warrant and defend, and by these presents doth warrant and defend unto the said Shackelford his heirs and assigns forever the land of property herein conveyed or intended so to be, In Trust However, and it is hereby covenanted and agreed by and between the parties to these presents that the said Boyd of the first part, shall remain in the possession of the said land and premises, and also the Negroes and other personal property now on the same, and sold, conveyed and transferred or intended by these presents so to be, and that he shall farm and cultivate the said land or so much thereof as he may deem advisable with the Negroes, and the property necessary to keep up the said farm, as now carried on by him and to have the use of all the personal property of real estate as fully as if these presents were not made, But he shall not sell or remove any of the property from said plantation, whatever, hereby conveyed until after the ceasing of this trust and it is further agreed by these presents between the parties to the same, that the said Boyd shall deliver unto the hands or possession of the said Tho Shackelford the Crop of Cotton raised or grown on said plantation so fast as the same shall be gathered or secured ready for market, and the said Shackelford in executing and carrying out the Trust hereby taken upon himself shall sell and dispose of the Cotton Crop so made and delivered to him by the said Boyd, in such Market as the said Boyd and said Tho Shackelford shall agree upon, and after deducting all expenses necessarily incurred by the said Boyd, in keeping up said farming establishment, and allowing him the said Boyd a reasonable compensation for his superintendance of the said farming establishment, from the proceeds of the sale of the Cotton shall pay over to the Farmers and Merchants Bank of Memphis, or to their attorneys, the balance of the proceeds of said Cotton, on the note herein before specified for the sum of four thousand one hundred and twenty six dollars, due and payable on the 1st day of November Eighteen hundred and forty one; And upon the further Trust, that if the said note and interest is not well and truly paid off and discharged by the balance of the proceeds of said Cotton at its maturity then and in that case the said Shackelford in executing said Trust shall take into his possession so much of the personal property (if the said Bank shall so instruct the said Shackelford) as he shall deem sufficient to pay off and discharge the balance due on said note, and shall advertise the same according to law, that is for the space of Six Months in some public Newspaper printed in the Town of Austin, Miss; if more shall be printed there than to be advertised in some Newspaper at Jackson Miss; that he will sell so much of the personal or real Estate as the Case may be for Cash to the highest bidder, to be sold on the said premises, and after deducting all expenses incurred by the sale of the same, the balance of the proceeds of the property sold to be applied to the payment of the balance on said note remaining at the time

of the said unpaid, And it is agreed that the said Shackelford shall not
 in executing the Trust sell any of the Real Estate until all the Personal estate
 shall be exhausted, as aforesaid, and further, that the said Boyd shall con-
 tinue to farm and cultivate said plantation on the same terms and in
 like manner as herein before agreed upon by the parties to these pres-
 ents, and shall deliver over the Crops of Cotton as they respectively shall be made
 to the said Shackelford to be disposed of on the same terms as herein before
 expressed by the parties herein before agreed upon by the parties to these pre-
 sents, and shall in like manner apply the balance of the proceeds of the
 second Crop of Cotton so made or to be made or raised by the said Boyd
 to the discharge of the said ~~second~~ note due and payable on the first
 day of November A.D. Eighteen hundred and forty two; for the said amt.
 of Four thousand one hundred twenty six dollars. And if the said last
 mentioned Note should not be fully paid off and discharged to the said Bank
 at its maturity, the said Shackelford in executing the Trust taken upon
 himself, shall proceed in the manner herein before specified to make the
 Money out of the property herein conveyed & transferred for the purposes spe-
 cified, sufficient to pay off and discharge the same, and in like manner
 the third Crop shall be delivered to the said Shackelford, and by him to be
 applied as aforesaid to the payment and satisfaction of the third Note
 due Eighteen hundred and forty three, by said Boyd to said Bank -
 endorsed as aforesaid, and the balance due if any, shall be raised out of
 the property aforesaid in the same manner as herein before specified and
 agreed upon by the parties to these presents, And the Crop of Cotton to be
 raised on the said plantation in the year Eighteen hundred and forty
 four to be applied to the discharge and satisfaction of the Note due on the
 1st November A.D. Eighteen hundred and forty four, for four thousand three
 hundred and seventy three dollars and fifteen Cents, and payable to the
 said Allen Gary, and by him owned; & held by him in the same manner
 as the first three Notes are by these presents to be satisfied and dischar-
 ged, And upon the further Trust that if the said Colonial transferred
 by the said Boyd, is not realized by the said Gary thereby the said Note of
 Eight thousand six hundred and twenty five dollars now past due, viz
 the amt due the first day of March A.D. Eighteen hundred and forty, then
 in that case, after all the notes transferred as aforesaid to the said Bank
 are paid off and discharged as well as the said note due and payable as
 aforesaid in the year Eighteen hundred and forty four, by the said Boyd
 the said Shackelford shall with the Crop to be made in the year A.D.
 Eighteen hundred and forty five by the said Boyd, pay off and dis-
 charge so much of the balance due on said Note and unpaid, and if
 the Crop should not be sufficient, then to sell so much of the property
 aforesaid in the like manner as herein before agreed upon, And it is
 the true intent and meaning of these presents, that the three first Notes
 mentioned in these presents, and transferred as aforesaid, by the said Gary
 to the said Bank, are to be first paid off and discharged by the sale
 and proceeds of the Cotton to be raised as aforesaid, and by the sale

the property herein specified and set apart for that purpose, if it should be necessary to sell the same, And it is further agreed, by the parties to these presents, that in case it shall become necessary to sell any part of the property herein specified either real or personal estate; and the sale of any part of the same should be made by the said Shackelford in pursuance and in compliance with the requisitions of the Trust taken upon him, he the said Thomas Shackelford shall make and deliver to the purchaser or purchasers of said property real or personal so by him sold, good and sufficient deed and bill of sale in fee for said property, conveying all the right or interest the said parties of the first may have in and to the same. Provided Nevertheless that if the said several Sums of Money herein specified and all interest accruing thereon shall be well and truly paid off and discharged by the proceeds of the Cotton Crops to be made by the said Boyd as they respectively fall due, and become payable or by any other means, otherwise than herein agreed upon - then this Indenture to be wholly void and of no effect either in Law or Equity.

In Witness Whereof the said parties of the first and second parts have hereunto affixed their hands and seals on the day year first above written

John C. Boyd Seal
 Mary Jane Boyd Seal
 Tho Shackelford Seal

The State of Mississippi
 Madison County ss Personally appeared before me Eli Nichols the undersigned President of the Board of Police in and for said County the within named John C. Boyd and Mary Jane Boyd his wife who acknowledged that they signed sealed and delivered the within and foregoing deed on the day and year therein written as their act and deed for the purposes therein specified and the said Mary Jane Boyd whose name is subscribed to the within and foregoing deed, who being by me examined separately and apart from her said husband, acknowledged that she signed sealed the within deed and delivered the same on the day and year therein written as her voluntary act and deed, freely without any fear threats or compulsion from her said husband.

Given under my hand and seal on the
 day of November A.D. Eight hundred and forty,

Eli Nichols Seal
 Member B.P.M.C.

The State of Mississippi
 Madison County ss Personally appeared before me John S. Cameron Clerk of the Probate Court of said County Thomas Shackelford whose name is subscribed to the annexed and foregoing instrument who acknowledged that he signed sealed and delivered the same 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 4th day of November A.D. 1840

Seal

John S. Cameron (Clerk)

Scmd. Hamblin Sheriff Received for Record 19th November 1840 & Recorded 15th January 1841

And
 Wm. H. Walker } 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 William H. Walker of the second part Whose true
 & lawful Judgment, was rendered by the Circuit Court of the County
 of Madison aforesaid against William H. Anderson Robt. G. Anderson Senr
 in the following case viz; at the May Term 1838 of said Court, to wit Collin
 S. Taylor vs William H. Anderson and Robt. G. Anderson Senr for \$1092.24
 with interest at the rate of eight per Cent per annum from date until paid
 and Cost of suit, and Writs of Fieri facias issued from the office
 of the Clerk of said Court aforesaid directed to the Sheriff of Madison
 County aforesaid, Commanding him that of the goods and Chattels
 lands and tenements, of the aforesaid W. H. & R. G. Anderson Senr he cause
 to be made the sum of Money mentioned in said Writ of Fieri facias to render
 to the said Plaintiff at the October Term A.D. 1840 of said Court, and the
 said Sheriff in Conformity with the Command of said Writ proceeded on
 the 2nd day of July A.D. 1841 to levy the aforesaid Writ of Fieri facias on
 the following described tract or parcel of land, as the property of the aforesaid
 R. G. Anderson Senr. lying and being in the County of Madison aforesaid. To-wit
 as follows. East half of the South East quarter, and the South West quarter
 of Section No 32, Township No 9 North of Range No 3 East, containing by es-
 timation 240 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 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 William H. Walker appeared and bid Eight dollars and 25 cents
 per acre, which was more than any other person did or would bid, Now
 therefore, for and in Consideration of the aforesaid sum of Eight
 dollars and 25 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 W. H. Walker all the right, title, interest and Claim of the aforesaid
 R. G. Anderson Senr in and to the aforesaid tract of land, together with all
 and singular the appurtenances thereto belonging or in any wise appertain-
 ing. To have and to hold the same from the said Robert G. Anderson Senr 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 S. Cameron
 Clerk of the Probate Court of said County Samuel Hamblin who
 acknowledged that he signed sealed, and delivered the within

Died on the day and for the purposes therein specified as his act and deed as Sheriff of said County,

Seal

Given under my hand and seal of office at
Canton this 19th day of November A.D. 1840

John T. James Clerk

v v v

William Timm Received for Record 14th November 1840 yd Recorded 16th January 1841

Asa Timm } This Indenture made this 14th day of November in the year of
our Lord 1840 between William Timm of the County of Madison and State of
Mississippi of the first part, and Asa Timm of the County of Hinds and State of
Mississippi of the second part, Witnesseth that the said William Timm for and in Con-
sideration of the sum of One dollar to him in hand paid by the said Asa
Timm, the receipt whereof is hereby acknowledged and for and in Considera-
tion of the further sum of Seven thousand three hundred and ninety nine
dollars with bargain and sold unto the said Asa Timm and by these presents
doth grant, bargain, sell, convey, alien and confirm unto the said Asa Timm
and his heirs the following tracts or parcels of land situated lying and being
in the Counties of Hinds and Madison in said State to wit, the West 1/2 of the
South East 1/4 of Section No 34, Township 8 of Range 1 West, the East 1/2 of the South
East 1/4 of Section No 34, Township 8 of Range 1 West, the North 1/2 of the West 1/2
of the South West 1/4 of Section No 34, Township 8 of Range 1 West, the West 1/2
of the North East 1/4 of Section 34, Township 8 of Range 1 West, the West 1/2 of the
South West 1/4 of Section 33 Township 8 of Range 1 West, the West 1/2 of the
North East 1/4 of Section 3 Township 7 of Range 1 West, the East 1/2 of the South
West 1/4 of Section 33, Township 8 of Range 1 West, the East 1/2 of the North West 1/4 of
Section No 33, Township 8 of Range 1 West, the West 1/2 of the North West 1/4 of Section 10,
Township 7 of Range 1 West, the North 1/2 of the East 1/2 of the North West 1/4, Section No 3
Township 7 of Range 1 West, the South 1/2 of West 1/2 of the South East 1/4 of Section
No 33, Township 8 Range 1 West, the North 1/2 of the West 1/2 of the South East 1/4 of
Section No 32, Township 8 of Range 1 West, the North 1/2 of the West 1/2 of the South
East 1/4 of Section No 33, Township 8 of Range 1 West, the West 1/2 of the North
West 1/4 of Section No 3, Township 7 of Range 1 West, the South 1/2 of the East 1/2
of the North West 1/4 of Section No 3 Township 7 of Range 1 West, the North 1/2
of the West 1/2 of the South West 1/4 of Section No 3 Township 7 of Range 1 West
the East half of the North West 1/4 of Section No 4, Township 7 of Range 1
West, the North 1/2 of the East 1/2 of the West 1/4 of Section No 3, Township 7
of Range 1 West, the South 1/2 of the West 1/2 of the West 1/4 of Section No
3 Township 7 Range 1 West, the South 1/2 of the West 1/2 of the West 1/4
of Section No 34, Township 8 of Range 1 West, the East 1/2 of the South East
1/4 of Section No 33 Township 8 of Range 1 West, the East 1/2 of the North West
1/4 of Section No 34, Township 8 of Range 1 West, the West 1/2 of the North
East 1/4 of Section No 4, Township 7 of Range 1 West, To have and to hold
the said tracts or parcels of land to him the said Asa Timm and his
heirs forever, and for the title of said land to said Asa Timm and his
heirs & kind myself my heirs Executors and administrators free from

The Claim of all and every person or persons whatsoever,

In testimony of the above I here put my hand and seal the day
and year first above written,
Test Ralph Campbell, John A. Smith, William Tinsie Seal
E. Ray.

The State of Mississippi Personally appeared before me John J. Cameron
Magistrate of the Probate Court of said County the above
named William Tinsie who acknowledged that he signed sealed and de-
livered the foregoing deed on the day and for the purposes therein spe-
cified as his act and deed.

Seal

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

John J. Cameron Clerk

Wm. M. Gwin Marshal Received for Record 17th November 1840 & Recorded 15th June 1841
Deed

Scimus Walker This Indenture made and entered into this eighteenth
day of November in the year of our Lord one thousand eight hundred and forty
between William M. Gwin Marshal of the Southern District of Mississippi of the one
part, and Scimus Walker of Columbia Tennessee of the other part. It is covenanted
Whereas writs of Vexatious Efforts lately issued from the Circuit Court of
the United States for the District of Mississippi directed to the said Marshal
at the suit of Madison Campbell, Richard Stokes and Adlai O. Harris (under
the firm of Caruthers Harris & Co) against the goods and Chattels, lands and ten-
ements of Russell M. Williamson and Charles P. Young, said writ issued the
sixth day of June 1840. on judgment obtained in Circuit Court of the United
States in and for the Southern District of the State of Mississippi on the seventh
day of November in the year A.D. Eighteen hundred thirty nine for the sum of
seven thousand three hundred and fifty two dollars debt, and nine hundred and fifty
two dollars damages, and eighty eight and 2/100 dollars Costs which said writ
of Vexatious Efforts was levied on the following described tract or parcels
of land, (to wit) South half of South West quarter, West half of South East
quarter, East half of South East quarter, section Twenty seven, and West half of
South West quarter, and South half East half of South West quarter, and South
half West half of South East quarter section Twenty eight, Township Nine Range
One West, and West half South East quarter section Twelve, and North West quar-
ter section twenty six and East half South East quarter section twenty six
Also North half West half South East quarter, section twenty six, and North
half East half South West quarter section twenty six and East half North
East quarter section twenty seven. Also twenty acres of the North end of the
South East 1/4 section twenty seven. Making in all Eight hundred and eighty
acres more or less. all in Township Nine Range One West, with the assen-
tances, as the lands and tenements of the above named Defendant Russell
M. Williamson, 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 Vexatious Efforts on the fifteenth day of November 1840. between the hours

of Eleven o'clock A.M. and four o'clock P.M. of said day at the Court house of said County of Madison did at the same time and place offer said premises for sale at public auction, and the said James Walker party of the second part then and there appeared and bid for the premises the sum of Eight hundred & eighty dollars, which said sum was more than any other person offered or bid for the same, whereupon the said premises were struck off to the said James Walker he being the highest and best bidder therefor. Now this Indenture Witnesseth that the said William M. Gwin Marshal as aforesaid for and in consideration of the premises and of the said sum of Eight hundred & eighty dollars to him the said Marshal in hand well and truly paid by the said James Walker, at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, hath this day granted bargain'd, sold, aliene'd and conveyed, and by these presents do the grant, bargain, sell, aliene and convey unto the said James Walker his heirs and assigns forever all and singular the before described premises, heretofore, 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 him the said Russell M. Williamson the above named defendant, of in or to the same, unto the said James Walker 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 Seal

The State of Mississippi
Madison County
Personally appeared before me the undersigned an a acting Justice of the Peace in and for the County of Madison and State aforesaid William M. Gwin Marshal in and for the Southern District of Mississippi and acknowledged that he signed sealed and delivered the within deed as his official act and deed for the purposes therein named.

Marshal of the Southern District of Mississippi

Gwin under my hand and seal this 17th day of November 1840.

Jno. H. Cook & P. Seal

G. M. Campbell Received for Record & Recorded 18th January 1841

Bill Sale of \$5,100.
Elizabeth Merrill Received of Elizabeth Merrill the sum of five thousand one hundred dollars in full for a parcel of Negroes, viz Pounce a fellow town by six years old, Nance a woman twenty two years old, and her two children Harriet four years old, Lige two years of age, Cecelia a woman thirty years old, and her three children Maud, a boy eight years old, Luke a boy four years old, and Caroline an year old, and Sarah a girl thirteen years old, Hannah a woman thirty years old, Rachel and her child Rachael a woman thirty years old, Martha two years old, Jener a woman thirty two years old, which Negroes I warrant, the title to be good, to the said Elizabeth Merrill from me my heirs Executors, administrators or assigns and slaves for life from me or any person or persons whomsoever claiming the same, this 16th November 1840.
Geo. M. Campbell Seal
Jno. H. Cook & P. Seal

The State of Mississippi Personally appeared before me John T. Cameron Clerk of Madison County as of the Probate Court of said County George W. Campbell who acknowledged that he signed sealed and delivered the foregoing Bill of Sale 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 18th Day of January A.D. 1841

Seal

John T. Cameron Clerk

Geo W. Campbell Received for Record 17th November 1840 Recorded 18th January 1841

Elizabeth Merrill This Indenture made and entered into this the 16th day of November in the year of our Lord one thousand eight hundred and forty between G. W. Campbell of the first part, and Elizabeth Merrill of the second part; both of the County of Madison and State of Mississippi. Witnesseth that the said G. W. Campbell of the County of Madison and State aforesaid has this day bargained, sold and by these presents doth hereby grant bargain and sell and convey to the said Elizabeth Merrill her heirs Executors, administrators and assigns for and in Consideration of the Sum of One thousand dollars to me in hand paid by the said Elizabeth Merrill the receipt whereof is hereby acknowledged, for a certain parcel or tract of land viz, the West half of the North West quarter of Section No 33. Township No Eight of Range One West, the East half of the South West fourth of Section No 32. Township eight of Range One West. The North half of the West half of the South East quarter of Section No 32 Township Eight of Range One West of the Basis Meridian in the Choctaw District. Containing in all two hundred acres more or less. To have and to hold the same to the said Elizabeth Merrill her heirs or assigns forever, together with all the right, title interest and benefit of said Campbell's interest in and to the same and the said Campbell in the County of Madison and State aforesaid for himself and heirs do hereby assign to and with the said Elizabeth Merrill of the County of Madison and State aforesaid, to warrant and forever defend the title in fee simple, to said land, to said Elizabeth Merrill her heirs Executors Administrators or assigns from himself and his heirs and all persons claiming from through or under him as well as from the Claims Claims of all other person or persons whatsoever

In testimony whereof the said Campbell has hereunto set his hand and seal the date above written.

Signed sealed and delivered in the presence of
Geo W. Campbell

George W. Campbell Seal

The State of Mississippi Personally appeared before me John T. Cameron Clerk of Madison County as of the Probate Court of said County. George W. Campbell 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.

Seal

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

John T. Cameron Clerk

John R. Grigsby Received for Record 18th November 1840 & Recorded 18th January 1841
Deed Trust

John G. Att This Indenture made and entered into this 18th day of November 1840 between John R. Grigsby of the one part, & John G. Att, as Trustee for the use & benefit of Benjamin S. Ricks of the other part, Witnesseth that the said John R. Grigsby for and in Consideration of the sum of ten dollars to him in hand paid and for and in Consideration of the uses and trusts herein after to be expressed hath this day bargained sold and delivered, and by these presents doth hereby bargain sell and deliver unto the said John G. Att as Trustee as aforesaid the following described property to wit, One Sofa, two Bureaus, two beds tables One Square table, 4 feather beds, & furniture One Carriage one pair of Match horses. One set of Blacksmiths tools 30 ploughs. 15 harrows. 40 head of Cattle 80 head of Hogs. about 3000 bushels of Corn. 23 Stacks of fodder. and one sets Board, To have and to hold to him the said John G. Att, as Trustee as aforesaid the above described property, for the purposes herein after expressed to wit, Wheras the said John R. Grigsby stands indebted to the said Benjamin S. Ricks in the sum of four thousand three hundred and twenty one dollars and fifty six Cents, by a note executed by the said Grigsby to the said Ricks bearing date the 18th day of November 1840. and due on the first day of January 1842, and whereas the said Grigsby is desirous of securing the said Ricks in the payment of said sum of money in said note specified, and to effect that object it is hereby agreed and understood, that if the said Grigsby shall pay off and discharge the aforesaid note according to the tenor and effect thereof with all Costs and Charges incident thereto then this deed to be void, but if the said Grigsby shall fail to pay off said note then and in that case, the said Benjamin S. Ricks shall authorize said John G. Att Trustee as aforesaid, at any time he may think proper, after said note may become due, and instruct the said Att, in writing to proceed to advertise and sell so much of the aforesaid property, as will be sufficient to discharge said note and all interest that may accrue thereon & the expenses of executing this deed, in the event that said Trustee should have to sell said property he shall advertise the same for twenty days at the Court house door in Canton and shall sell the property on the Premises when the said Grigsby now lives, and it is hereby further agreed, and understood that the said Grigsby is to retain the possession of said property until it may be necessary to deliver the same to the said Trustee for the purpose of sale as aforesaid. In testimony whereof we hereunto set our hands & seals this day and date above written.

John R. Grigsby
John G. Att
Benjamin S. Ricks

The State of Mississippi

Madison County ss Personally appeared before me John J. Cameron Clerk of the Probate Court of said County the above named John R. Grigsby, John G. Att and Benjamin S. Ricks who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year and for the purposes therein mentioned as their act and deed.

Recd

Given under my hand and seal of Office at
Canton this 18th day of November A.D. 1840

John. F. Garrison Clerk.

John. F. Hook Receiver for Record 19th November 1840 & Recorded 19th January 1841

Montyge

(Wm. M. Gwin) This Indenture made and entered into this eighteenth day of November A.D. Eighteen hundred and forty between John. F. Hook of the County of Madison and State of Mississippi of the one part, and William M. Gwin of the County of Warren and State aforesaid of the second part, Whereas the said party of the first part is justly indebted to the said party of the second part in the sum of Eight thousand dollars (being the balance due on a final settlement, from the said party of the first part to the said party of the second part) as evidenced by the four several promissory Notes of the said party of the first part, bearing even date with these presents and payable to the said party of the second part each for the sum of two thousand dollars and falling due the first of January 1842, 43, 44 & 45 respectively, and Whereas the said party of the first part being honestly desirous to secure the prompt and punctual payment of the aforesaid four several promissory notes due and payable as aforesaid at the times they respectively fall due, Therefore this Indenture Witnesseth, that the said party of the first part for and in Consideration of the promises, and for the further Consideration of the sum of Ten Dollars to him in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged hath this day granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell assign and convey unto the said party of the second part his heirs and assigns forever, the following described Real and personal Estate now in possession of the said party of the first part, and lying and being in Madison County State of Mississippi to wit Lot Number four in Square N^o Two in the Town of Sharon, and the West half of South East quarter, of Section thirty one, Township ten Range five East, containing by estimation 79 2/3 / 100 acres. Also the South half of West half of South East quarter East half of South West quarter, North East quarter & North half of West half of South East quarter of Section thirty two — Township ten Range four East, containing three hundred acres more or less — also all the right title claim and interest of the said party of the first part in and to the West half of the North West quarter & West half of the South West quarter of Section fifteen Township eight Range two West, containing one hundred & sixty 3/8 / 100 acres more or less. Together with all and singular the buildings, improvements, tenements, hereditaments and appurtenances thereto 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 for the further Consideration of fifty dollars by the said party of the second part, to the party of the first part in hand well and truly paid the receipt of which is hereby acknowledged, the said party,

of the first part hereby sells and conveys to the said party of the second part, the following Personal Estate to wit; a Negro man named Williams aged 22 years James aged 40 years, George aged 25 years, John aged 23 years five head of horses four Mules one fine horse Wagon & harness, one ox Wagon, three yoke Oxen one Buggy & harness, twenty five head stock Cattle, more or less, fifty head of sheep, more or less, one fine blooded Stallion Sam Polk and all the household and kitchen furniture, now in possession of said party of the first part, farming utensils & all the right title & interest of the said party of the first part, in and to the following Negro Slaves to wit, Thomas & his three youngest Children viz. Mary, Charlotte, Nancy, Nancy aged 25 years and Esther, aged 29 years, and the Crops and yearly proceeds arising from the labor of of said Slaves. To have and to hold all the above property both real and personal together with the increase of the females of said Slaves, and the yearly Crops and proceeds of the labor of said Slaves unto the said party of the second part, his heirs and assigns forever, Provided always Nevertheless, that if the said party of the first part, shall well and truly pay off satisfy and discharge the said promissory notes above described as they severally fall due and become due and payable then and from thenceforth this present Mortgage and every matter and thing herein contained shall cease determine and become absolutely null and void any thing herein contained to the contrary notwithstanding. And it is agreed between the parties hereto that the said party of the first part is to retain possession and have the control and management, of the property herein before described until default be made in the payment of the promissory note above mentioned as to become due first January Eighteen hundred and sixty five

In testimony whereof the said John St. Look, party of the first part, hath hereunto set his hand and affixed his seal on the day and year first above written,

The State of Mississippi
Madison County ss

Personally appeared before me John T. Cameron Clerk of the Probate Court of said County John St. Look 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 14th day of November A.D. 1840
John T. Cameron Clerk

Commissioners of Real Estate
Bank of Herkules County
Assignment of
A. J. Bonnappe
Articles of Agreement made and entered into this twenty ninth day of September in the year one thousand eight hundred and forty between Charles DeLafield, Cowles Mead, and Peterfield Jefferson, Trustees, assignees and Commissioners of the Real Estate Banking Company of Herkules County in the State of Mississippi, parties of the first part; and Augustus Bonnappe and Edward Bonnappe

Received for Record & Recorded 20th January 1841.

who Compose the firm of Bonvaux and Company of the City of New York parties
 of the second part. Whereas the said Real Estate Banking Company of Henrico County
 is indebted to various parties in large amounts of money, And Whereas in or-
 der to provide for the payment of the same and all other liabilities of said Bank-
 ing Company it did on or about the fifth day of March One thousand eight
 hundred and forty by a certain instrument in writing bearing date of that
 day assign transfer and set over to said parties hereto of the first part, all the
 Estate property and effects, of said Banking Company, in Trust for the purpose
 of selling, disposing of or pledging the same and out of the Proceeds to pay off
 and discharge the said liabilities of said Banking Company, and for other
 purposes as therein expressed, returning the Scrips of Stock Bonds and Mort-
 gages if any to the Stockholders of said Banking Company, And Whereas the
 said parties of the first part, did in pursuance of the Power in them vested on or
 about the Eleventh day of May One thousand eight hundred and forty, make a certain
 agreement with John Delafield of the City of New York for the purpose of procuring
 means to redeem the Circulating notes or scrips of said Banking Company, which
 agreement contained various stipulations as will more fully appear by reference
 to the same, and to a certain article additional thereto, of the provisions of both
 of which the parties hereto of the second part are Cognizant, And Whereas the parties
 hereto do believe that the interest of all concerned will be advanced by the execution and
 carrying out of these articles, Now Therefore these articles witness that the said
 parties of the first part, in consideration of the promises and of five dollars to
 them in hand paid by said parties of the second part, the receipt whereof is
 hereby acknowledged, Covenant and agree to and with said parties of the second
 part as follows: First that the schedule hereto annexed marked A, and which is
 to be taken as a part of these articles, contains a true and correct account and
 statement of all the Mortgages, Stock Bonds and Mortgages, made to or in favor of,
 or belonging to said Real Estate Banking Company of Henrico County, including all
 those held by or at any time pledged to Edward Bois Gerard of the City of New York
 or said John Delafield, either for himself or as Trustee, Second, that the state-
 ment delivered by said party of the first part to George Bignot of New Orleans
 agent and attorney in fact for said parties of the second part, bearing even date
 with these articles and signed by said parties of the first part is a true and cor-
 rect inventory of all the assets of the said Banking Company, other than said Stock
 Bonds and Mortgages set forth in said Schedule A, and of the liabilities of said
 Real Estate Banking Company of every kind and description whatsoever; Third
 that the said parties of the first part, have granted bargained sold assigned trans-
 ferred and set over, and by these presents do grant bargain sell assign transfer and
 set over to the said parties of the second part their heirs and assigns, all the property
 real Personal and mixed, which either in Law or in Equity belongs to said Real
 Estate Banking Company or to said parties of the first part or any of them as
 Tenants, assigns or Co-tenants as a tenement, and all the Real and Personal Estate
 of every kind and description situated in said County of Henrico or elsewhere
 all the Stocks, goods, Wares, Merchandise, Bills receivable Bonds, Notes, Book accounts
 Claims, demands, Judgments and Claims in action of or belonging to said Real Estate
 Banking Company, and said parties of the first part or any of them as Trustees

assignors or Commissionaries thereof, as the same are set forth, in said statement, in the second
 article above referred to, and all such as may from any cause have been omitted in
 said statement of any such, there shall or may be formed, and all and every other debt
 demand or claim of every kind and description whatsoever of or belonging to said Real
 Estate Banking Company, and said parties of the first part or any of them, as Trustees
 assignors or Commissionaries thereof, and all the securities and Mortgages, Stocks Bonds and
 Mortgages made to or in favor of, or belonging to said Real Estate Banking Company as
 to said parties of the first part, or any of them as Trustees assignors or Commissionaries
 thereof, as the same are set forth, in said Schedule here to annexed, marked A
 and made a part hereof, and all such Mortgages and securities made to or in favor
 of said Real Estate Banking Company, or said parties of the first part or any of them
 as Trustees assignors or Commissionaries thereof as are of Record in the office of the
 Clerks of the Probate Courts in the State of Mississippi, or Recorded in the State of Louisiana
 or Recorded elsewhere, and for a description of a part, of said Mortgages and Records
 are referred to Specially and all other Mortgages made to or in favor of or belonging
 to said Real Estate Banking Company, and the said parties of the first part, as Trust-
 ees, assignors, or Commissionaries thereof, and all other property, rights and Claims
 of said Banking Company or of said parties of the first part, or any of them as
 Trustees assignors or Commissionaries as aforesaid, whether Specially enumerated, or
 referred to herein or in said Schedule A which is made a part hereof or in said
 statement in said second article above mentioned is not. To have and to hold
 take, see for, receive, receive and enjoy the same to the said parties of
 the second part their heirs Executors administrators and assigns forever, Subject
 Nevertheless, to the Trust provisions and Conditions herein after stated and set forth
 to wit: 1st That the said parties of the second part, will as speedily as possible apply
 the said property, assets and effects, and the proceeds thereof, to the fulfillment and
 performance of the said agreement, of the 14th of May as modified by said article
 additional thereto, made by said parties hereto of the first part as aforesaid, with
 said John Delafield, and the payment and redemption of the Circulating Notes and
 issues of said Real Estate Banking Company as provided for in said last mention-
 ed, agreement, and article, additional thereto and to the same business of any sums
 or sums of Money advanced by said John Delafield to the said parties of the first
 part under said last mentioned agreement, and additional articles, 2nd That to
 the payment of the salaries and rewards at this time due to said parties of the
 first part, as Trustees, assignors or Commissionaries as aforesaid, 3rd That to the pay-
 ment and discharge of the Claims of said Edward Boisgerard, as they appear by
 the schedule hereto annexed marked B, and made a part of this agreement,
 preserving the penalty or forfeiture claimed by the said Edward Boisgerard, un-
 der the agreement of the third day of November one thousand eight hundred and
 thirty eight, between said Real Estate Banking Company and said Edward
 Boisgerard, and disputed by said parties of the first part hereto to be hereafter
 determined, and such additional interest and expenses as may have or shall
 hereafter legally accrue thereon, 4th That to the payment and discharge of all
 the other debts and liabilities of said Banking Company, as expressed in said
 statement, in the second article hereof, above referred to a counterpart or dupli-
 cate of which statement shall be signed by said parties of the second part

and remain with said parties of the first part - 5th then to the payment of a Commission of five per Cent. on the amount of all Collections made by the said George Bergerot for his Services and attendance work and labor by him or his substitutes to be performed in settling, arranging and liquidating the affairs of said Banking Company, which is to be in lieu of any other demand, Claim or Salary, demanded, or to be demanded, by said George Bergerot, of the said parties hereto of the first part as Trustees assignors or Commissioners as assignor or of said Real Estate Banking Company for such Services and attendance, work and labor, but which shall in no case be construed to annul, vitiate or impair any prior existing engagement, Covenant, agreement or guarantee between said George Bergerot, and said parties hereto of the second part, 6th then to the payment of the Salary of such one of the Commissioners as shall continue to act as herein after provided for, all of which payments assignors are expressly understood and hereby declared to be chargeable upon and payable out of all and any the property herein assigned transferred and set over to said parties of the second part, whether the same be real, Personal or mixed and whether the same be specified, enumerated and indicated in or by said Schedule ~~A~~ or in said Statement above referred to in said second article or not and if said payments can or shall be made out of the assets and property hereby assigned other than such Stock Bonds and Mortgages (Except so many of them as it may be necessary to realize upon to secure other liabilities of the Makers & grantors thereof respectively) then if the Surplus thereof if any there shall be shall be and ensure and belong to the said parties of the second part, then and in as a reward for their trouble and labor in the premises provided however that nothing herein contained shall be construed to prevent said parties of the second part from paying out of such proceeds as may be in their hands such ordinary and current expenses as are or may be incurred in liquidating and settling up the affairs of said Banking Company such as rent of Banking house or office fuel Stationary Clerk hire and for legal advice and services so far as the same may be reasonable and necessary and may be demanded and demandable. ~~And~~ 7th That the said parties of the first part will procure these Articles presently to be ratified by the said Real Estate Banking Company in such manner as to bind said Company thereto, 8th That all the said Stock Bonds and Mortgages made to or in favor of or belonging to said Banking Company or to said parties of the first part or any of them as Trustees assignors or Commissioners thereof, and hereby conveyed (wherever the same may now be subject to the pledge restrictions and conditions of said prior agreement of the Eleventh of May with said John Delafield and the agreement made between said Real Estate Banking Company of Leeds County and Edward Boisjard dated the third day of November one thousand eight hundred and thirty eight and the agreement made between said last named parties or or about the ninth day of March one thousand eight hundred and thirty nine), and as more fully appears by said Schedule marked ~~A~~ shall belong to and be held by said parties of the second part as collateral security for the collection and realizing in full of the assets in said Statement set for the Conference being had to said article third herein above written) and in case

of a deficiency the said parties of the second part, their heirs representatives and assigns
 shall be at liberty to sell assign transfer or dispose of said Stock Bonds and Mort-
 gages for the best prices they can obtain for the same and the proceeds to apply
 to make good such deficiency. Sixth, the said parties of the first part do hereby
 assign transfer and delegate unto the said parties of the second part, and do hereby
 invest them with all the power and authority in relation to all and singular
 the premises which they the said parties of the first part, now possess, and do
 hereby make constitute appoint substitute the said parties of the second part,
 jointly and severally their true and lawful attorneys and attorney in so much
 for them and each of them, and in their name place and stead, to take all steps
 necessary and proper for the purpose of carrying in to effect all or any of the fore-
 going provisions covenants or stipulations or any business contained within power
 to ask demand sue for or recover and receive all Claims and demands of any kind
 nature or Character whatsoever, due said Real Estate Banking Company or
 said parties of the first part or any of them, as Trustees assignees or Assignees
 as aforesaid, and the same to arbitrate compromise and compromise and ac-
 ceptance, receipts and acquittances therefor to execute and deliver thereby giving
 and granting unto their said attorney or attorneys full power and lawful au-
 thority in the premises, to do and perform all and every act matter or thing
 touching the premises in as full and ample a manner as the said parties of
 the first part, or either of them or the said Real Estate Banking Company might
 do if these powers had not been made, or the assignment to said parties of the
 first part, had not been made, with full power of substitution and revocation
 hereby ratifying and confirming all that the said attorneys or attorney their
 or his substitutes or substitute may lawfully do or cause to be done in the
 premises; And these Articles further witness that said parties of the second
 part, in consideration of the covenants and agreements aforesaid on the part of
 the said parties of the first part, to be kept and well and truly performed, have
 covenanted granted and agreed and do hereby covenant grant and agree and
 with said parties of the first part, their successors representatives or assigns to re-
 ceive the estate property assets and effects above granted bargained sold assigned
 transferred and set over to them or Covenantor intended to be subject, to the
 provisions and Conditions above declared, and that they will without delay
 proceed to fulfil the above covenants, by a Collection recovery and converting
 into money of said herein above assigned property, and so far and so soon
 as they shall realize proceeds of such assigned property carry into effect the
 said agreement, with John Delafield aforesaid in the same manner as the
 said parties of the first part, are bound to do by said agreement and addi-
 tional article therein above referred to, and the said agreement of third Novem-
 ber One thousand eight hundred and thirty eight, and of ninth of March
 One thousand eight hundred and thirty nine with said Edward Poole Ground
 and the Cancellation of said other Claims against and liabilities of said
 Real Estate Banking Company in the manner and order prescribed in said
 third article above written, and that they will assign and deliver
 the said Stock Bonds and Mortgages (or in Case part thereof shall necessarily
 be used for the purposes herein contemplated) that they will then return the

residue thereof as aforesaid, it being expressly understood and declared
 however, and it is hereby expressly declared that the said stock bonds and
 Mortgages are as fully liable as an additional security for the full payment of
 these articles as any other of the hereby assigned property except as to the said
 surplus in the said third article above mentioned, and the said parties of
 the second part in consideration as aforesaid have further covenanted and
 agreed and do hereby covenant and agree to and with said parties of the
 first part, their successors or assigns and assigns that they will upon
 such terms as may be agreed upon between them the said parties of the
 second part, and any such stockholder or stockholders in said Banking
 Company as may desire to pay his or their liabilities, receive payment
 thereof, and settle with such stockholder or stockholders and guarantee or
 indemnify or covenant not to sue such stockholder or stockholders against
 all further demands that may be brought against him or them on
 account of any of the liabilities of said Banking Company set forth in the
 schedule hereto annexed marked B, and against the liabilities of said
 Banking Company, as set forth in said statement herein before repeatedly re-
 ferred to, if they can do so safely in any manner which shall not in law or
 in equity operate as a release or discharge to any other stockholder or stock
 holders from any of their liabilities as such or in any other capacity or
 character, Provided However, that such covenant, not to sue or said guaran-
 tee, or indemnity shall in no event be construed to include such liabilities
 as said stockholder or stockholders so settling may be made as indorser or
 other security for any other debtor or debtors of said Banking Company
 or for said Banking Company collectively unless such security debt shall
 be specially included in such settlement and that the said covenant guaran-
 tee or indemnity shall not extend in any event to costs of suits against any
 such stockholder or stockholders on any such demand nor to any costs in
 any other suit, and it is hereby mutually agreed and covenanted by and
 between said parties hereto, that said parties of the first part have relin-
 quished and do hereby relinquish all claim to their salaries (except such
 part thereof as may be now due) saving only the sum of one thousand dollars
 per annum to be paid as in said third article herein above provided for as
 a salary of such one Commissioner assigned or Trustee, or his substitute as
 may continue to act, which said action of such sole Commissioner assigned or
 trustee shall so far as said parties of the second part are concerned, be
 confined to signing such Drafts and indorsing the same as are still to
 be furnished to said parties of the second part, according to the provisions
 of said agreement of Elworth of May and the said additional articles hereto
 and to demand quarterly of said parties of the second part, a statement
 in writing of the affairs of said Banking Company in the hands of said parties
 of the second part, for the information and protection of said Banking Compa-
 ny, and to receive for said Banking Company all stock bonds and Mortgages,
 hereby assigned which it may become the duty of said parties of the second
 part, under these presents to assign and deliver, and further it is
 mutually covenanted and agreed, that these articles shall not in any way

invalidate affect or impair any of the rights and securities of said John Delafield, or said Edward Bois Gerard, but that these articles are made subject to said rights and securities, and further it is mutually covenanted and agreed that these articles may be pleaded or given in evidence or in any proper manner set up in bar and estoppel, and shall be a bar and estoppel of any claim or defenses in law or Equity or otherwise which may be made or pretended in execution of these articles, any of them or of the intent thereof.

In Witness Whereof the said parties to these presents have hereunto and to a Counterpart, set their hands and seals the day and year first above written. Sealed and Delivered

(The following corrections being first made to wit: In 1st line of 2nd page the word "said" erased - in 6th line of 3rd page the words "in said" erased, in 30th line of 4th page the words "and services" interlined, in 31st line of 4th page the word "become" interlined in 2nd & 3rd lines of 5th page all the words between the letter "A" and the word "shall" erased, between the 5th & 6th lines of 6th page the words "so far and so soon as they shall realize proceeds from such assigned property" interlined, on 27th line of 6th page the words "the said parties of the second part" interlined)

Char. Delafield Sealed
Lucas Mead Sealed
P. Jefferson Sealed
assigns Trustee and Comanproisor of
the Real Estate Banking Company of Henric County
Augustus Bonnaffe Sealed
by Geo Bergot att in fact
Edward Bonnaffe Sealed
by Geo Bergot att in fact

In presence of
A. G. Colter

The State of Mississippi Personally appeared before me S. M. Humphreys Notary Public in and for said County the within named Charles Delafield Lucas Mead, and Peterfeld Jefferson, who acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed, and at the same time came the within named George Bergot who acknowledged that he signed sealed and delivered the same as the act and deed of Augustus Bonnaffe and Edward Bonnaffe both of the City of New York as their attorney in fact.

Given under my hand and private seal (having no official seal) this 29th day of Sept in the year of our Lord one thousand eight hundred and sixty.

S. M. Humphreys Sealed
Justice of the Peace &
Ex Officio Notary Public

Schedule A herein before referred to, Bonds and Mortgages belonging to the Real Estate Banking Company of Henric County in the hands of John Delafield Trustee for Edward Bois Gerard assigned on the day of November one thousand eight hundred and thirty eight in pursuance of articles of Agreement, dated the third day of November one thousand eight hundred and thirty eight,

Names of Mortgages	Date	Amounts	Total
Benjamin Heath	June 26 1858	\$18,722.60	
Benjamin Whitfield	June 26 1858	25,200	

Charles Mead	May	1838	18,000	
Elizah Cook	May 26	1838	31,298	80
Jonathan Cottingham	May 26	1838	8,399	44
Edward Pickett	May 12	1838	9,000	
Frederick Spaul	June 2	1838	2,700	
Nelson Kooanagh	June 31	1838	6,000	
Nelson Kooanagh	May 31	1838	4,500	
Alvin Cook & John Cook	May 26	1838	11,590	
Berjamin F. Stockton	July 2	1838	21,600	
Archibald L. Meier and George W. Moore	July 2	1838	16,750	
Joseph A. McRae	July 3	1838	8,000	
Joseph A. McRae	July 3	1838	37,138	20
Joseph A. McRae	July 3	1838	10,000	
Joseph A. McRae	July 3	1838	4,350	
Wincham A. Martin	September 20	1838	18,000	
Wincham A. Martin	September 20	1838	18,000	
Wincham A. Martin	September 20	1838	4,196	
Wincham A. Martin	July 3	1838	7,484	85
Wincham A. Martin	July 3	1838	13,340	add 318,587.89

Moods and Mortgages belonging to the Real Estate Banking Company of Nevada Society in the records of John Delafield Shuster for Edward Wood Grand signed on the _____ day of _____ one thousand eight hundred and thirty _____ since in pursuance of articles of agreement dated the fifth day of March one thousand eight hundred and thirty nine,

Benjamin He Cook			13,146	37
Era E. Williams			27,753	44
John Williams			3,400	
Leas. Hardy			4,215	
Rufus B. Powe			9,038	
Richard Fratterson and wife			6,000	
August Clark			8,025	25
Leiah Chapman			3,000	
Daniel M. Donald & wife			2,050	
A. L. Meier & wife			11,405	06
Erasmus D. Fenner			26,500	
William Hendley			8,967	
John Y. Starr			4,900	
Gabriel A. Cook			8,625	
James C. Mitchell & wife			20,000	
John A. Boyd			16,835	08
John Rondell			40,000	
Lewis Rondell & wife			27,375	50
Samuel B. Dougherty			6,600	
Michael Erskine			2,945	90

Michael Erskine	2898	12
Michael Erskine	2038	10
Michael Erskine	2552	
Naugh Campbell	12100	
Naugh Campbell	25313	
Samuel Masman	3945	50
Samuel L Moore	15550	
George A. Tharp	14400	
Samuel Neill	15400	
Patrick Shankley	17434	22
Leas Battle	5130	75
Archer Barber	4800	
Gabriel S. Cook	5500	
Gabriel S. Cook	1595	
Gabriel S. Cook	1200	
Gabriel S. Cook	3000	
Gabriel S. Cook	7200	
Gabriel S. Cook	497	
Bromley St. Payne	55843	36
David Ford	17000	
Charles H. Marshall	51000	
Michael Wall	23929	20
John Schrock	43732	
Benjamin Hook	7175	
Era E. Williams	15670	12
Abram A. McMillie	34856	602,531.97

Bonds and Mortgages in the hands of John DeLafield assigned to him by Act of the twentieth of May one thousand eight hundred and forty, in pursuance of articles of agreement bearing date the Eleventh day of May one thousand eight hundred and forty.

Joseph Static	November 5 1838	55205
Charles Miles	March 20 1839	16640
Samuel Gasaway	May 18 1838	12472
James M. Wall	June 8 1838	71828 80
Archibald Clark	June 25 1838	10647 82
William S. Parham of John S. Parham	May 13 1838	23100
Benjamin Pease	September 20 1838	20926
William M. Lloyd	September 19 1838	27978
William M. Lloyd	September 28 1838	11493
William M. Lloyd	September 28 1838	36280
Stephen M. Perkins	September 4 1838	25000
Heardon D. Pinnels	September 4 1838	21219
Nicholas F. Blanchard of Samuel M. Blanchard	August 1 1838	20976
James Spud	August 28 1838	20400

Thomas B. Ives	March 21 1839	11800
Washington C. Beechfield	February 18 1839	20000
George Henderson	September 26 1838	30923
Abram A. McMillie	November 27 1838	14147
John O. Whitfield	March 26 1839	15600

Modes and Mortgages in the hands of John DeLafield assigned to him by Act of twenty third September One Thousand Eight hundred and forty in pursuance of articles of agreement of the Eleventh of May one thousand eight hundred and forty.

Mary Staples	September 13 1838	3320
William A. Lloyd	September 19 1838	4995 72
Jesse Andrews	May 17 1838	21700
Gabriel S. Cook	May 13 1838	15100
Squire Robertson	May 23 1838	4800
Jacob Mc Campbell	September 30 1838	1021
Thomas B. Ives & John McHeine	March 6 1839	8000
John O. Wetton	January 2 1839	1000
William Heuberlein	August 28 1838	1200
John Ervin	September 27 1838	14519
Philip Heidebraun	August 31 1838	19706 18
Samuel Lilly	September 1 1838	1443
Jonathan Bouncey	September 5 1838	7191
Joseph S. Buttle	September 11 1838	11970 60
Eliezer Hilpatrick	September 3 1838	503

732 470 1498 457 48

John W. Hanna	July 2 1838	31 231 26
Thomas Griffin	July 21 1838	10474 97
Henry S. Black	July 2 1838	1002
Ira Harris	May 31 1838	12069
Fredrick A. Johns	June 29 1838	11098 25
Daniel Comfort	June 30 1838	8000
Daniel B. Downing	July 2 1838	2418
John Hunt	July 3 1838	1175
Samuel McPherson & Joseph A. McPherson	June 29 1838	12200
Eben Hall	July 3 1838	4000
Marcellus S. Standard	July 17 1838	14312 40
Richard A. Edwards	July 10 1838	12000
William O. Aldridge	June 25 1838	11200
Thomas Spelt	June 15 1838	10300
John L. King	July 17 1838	18000
Gabriel S. Cook	May 13 1838	13000
Heaton M. Hoop	August 3 1838	7974
Samuel Black	August 4 1838	637
James O. Wilson	August 9 1838	1600

Novell R. Greenbury
 John W. Asfield
 Robert G. Rogers
 Mountgomery C. Robinson
 James S. Hargreaves
 Thacker W. Winter
 Thacker W. Winter
 Gabriel S. Cook
 Gabriel S. Cook
 James Coufete
 D. H. Standley & S. Ellison
 Gadie Owens
 Harrison H. Hunt
 Nelson Havemugh
 Peter C. Goosy
 William W. Lloyd
 William W. Lloyd
 Jacob H. Campbell
 William W. Lloyd
 Bede Johnson
 Thomas Griffin
 John Harris
 David Lemay
 Abram B. Silliman
 D. H. Standley & S. Ellison
 Abram A. McMillie
 John A. Boyd
 John A. Boyd
 Benjamin B. Lee
 Estlin Curtis
 David G. Basely
 Merritt Dickins
 Abner W. Chapman
 James H. M. Mason
 Thomas H. Green
 James A. James
 James A. James
 John W. McSore
 Thacker W. Winter
 William R. Mearns
 Eleazer H. Patrick
 Joseph A. M. Mason
 John Crisshaw
 Joseph S. Hensbrough
 Elisha H. Patrick
 Bonds and Mortgages remaining on hand not heretofore assigned,

August 17	1835	10000	
August 20	1838	11013	25
August 22	1838	12000	
February 11	1839	12700	
July 25	1838	10926	
February 14	1839	3000	
February 14	1839	1000	
March 27	1839	5200	
May 13	1838	12700	
November 3	1838	11325	
October 20	1838	6583	
October 5	1838	2702	
October 4	1838	19354	
November 19	1838	6000	
September 29	1838	2389	
September 28	1838	17737	
September 28	1838	4021	
September 28	1838	4312	
September 28	1838	1002	
August 27	1838	24464	
August 18	1838	17900	23
September 22	1838	2287	
November 5	1838	4374	
September 22	1838	7192	
September 22	1838	11525	
November 27	1838	3975	
November 12	1838	7997	
November 29	1838	1201	
August 13	1838	3988	
August 27	1838	5465	
December 22	1838	1206	
October 26	1838	12035	
November 3	1838	11000	
January 20	1839	160	
January 29	1839	7034	
March 4	1839	3100	
March 4	1839	4400	
June 21	1839	14500	
April 17	1838	14000	
July 2	1838	7595	
June 29	1839	1200	
July 3	1838	11319	50
March 1	1839	4800	
July 3	1838	1268	40
June 3	1839	2500	110.562.26

Bonds and Mortgages remaining on hand not heretofore assigned,

Samuel A. Blanchard	December 5	1838	1391
Elizur Hitchcock	June 28	1839	14300
Hinchin A. Martin	September 20	1838	11250
Castell R. Clifton	June 19	1838	11000
Castell R. Clifton	June 19	1838	11000
Castell R. Clifton	June 19	1838	11000
Thomas B. Ives	March 20	1839	14877
Thomas B. Ives	March 23	1839	13000
Thomas B. Ives	March 23	1839	19845
Joseph M. Mads	July 30	1838	20000
Jacob. H. Foutz & wife	June 12	1838	12700
Jacob. H. Foutz & wife	June 9	1838	12700
Samuel C. Mitchell	May 11	1838	20000
Samuel C. Mitchell	May 14	1838	14000
Samuel C. Mitchell	May 1	1838	20000
Peter C. Goovey	September 29	1838	109108
Rowles Mead	October 2	1838	15618
Rowles Mead	October 2	1838	13183
Patrick Shuckey	July 3	1838	1173

Bonds and Mortgages in the hands of John DeLafield and unassigned heretofore

Otho Bedell Trustee	February 27	1839	6795 95	
Michael Erskine	June 3	1839	1400 -	
Michael Erskine & P. Carpenter	June 3	1839	5300	
Michael Erskine & A. P. Carpenter	June 3	1839	2500	15995 95

Mortgages without Bonds unassigned heretofore

Joseph Stephenson	May 18	1838	18000	
Joseph Quimpoint	June 12	1839	40000	58000 -

Schedule B herein before referred to, Grand Total Dols. 2,579,312.19

Balance due by the Real Estate Banking Company of Hinds County Mississippi to Edward Bois Gerard in New York on the thirty first day of December One thousand Eight hundred and thirty nine including interest to that date, and pursuant under articles of agreement, of the third day of November One thousand eight hundred and thirty eight, and agreement of the Ninth of March One thousand eight hundred and thirty nine amounting to three hundred and two thousand four hundred and fifty nine dollars and eighty seven cents, as per account of items rendered to the Commissions of said Banking Company.

The above Schedules marked A and B are the Schedules referred to and made a part of the foregoing agreement made by

and between us this twenty ninth day of September A.D. One thousand eight hundred and forty

Chas. DeLafield,
Charles Mead
J. P. Jefferson

Commissioners of Real Estate Bankrupt
Co. Augustus Bonmoffe
By Geo Bergerot lawyer in fact
Edward Bonmoffe
By Geo Bergerot lawyer in fact

Butler & Matthew Received for Record 20th November 1840 & recorded 20th January 1841

Title Bond } State of Mississippi
Musk & Little } Madison County } Know all men by these presents that we Lewis Butler
and Charles Matthew of the County and State aforesaid are hold and firmly bound
to Joseph Musk and Benjamin Little of the same County and State aforesaid in the
sum of three thousand eight hundred dollars good and lawful money of the
United States for which payment well and truly to be made. We bind ourselves our
heirs and assigns if of the above bounden Lewis Butler and Charles Matthew shall
fail in or make default to the Conditions hereinafter named. The above bond to be
void otherwise to remain in full force and virtue. Given under our hands
and seals this date above written

Seal
Seal

N.B. The condition of the above obligation is such that the above named Lewis Butler
& Charles Matthew has this day bargained and sold and by their presents bargain
sell and deliver unto Musk and Little a certain tract or parcel of land known
and designated as the West half (N 1/2) South West quarter N 1/4 section N 3. Town-
ship N 11 Range 3 East, containing 78 7/100 acres. Also the South half (S 1/2) West half
(W 1/2) North West quarter (N W 1/4) of section N 3. Township N 11 of Range N 3 East
containing 39 4/100 acres both lying in Madison County and State aforesaid for
the sum of fifteen dollars per acre, amounting to seven hundred and seventy
six dollars fifteen cents, in two payments as follows. We Musk & Little bind ourselves
to pay unto the S^r Butler and Matthew on the first day of January next 1837. Eight
hundred dollars, and on the first day of January following being the first of January
1838 the sum of nine hundred and seventy six dollars fifteen cents, on the pay-
ment of the payments the above bounden Butler and Matthew is to make a good
discharge due to the within named Musk and Little to all the within named lands
which they have this day given possession of. That this obligation to be void other-
wise to remain in full force and virtue. This obligation to be binding on all the parties
the Purchasers and Sellers. They all have this day signed their hands and affixed
their seals this 17th March 1836. As Witness the words "Seal" erased, and the word
"Miss" added means of 276. 15/100

Witness James J. Barr

Lewis Butler Seal
Charles Matthew Seal
Joseph Musk Seal
Ben Little Seal

The State of Mississippi
Madison County ss } Personally appeared before me John V. Cameron (Clerk of

The Probate Court of said County James S. Barr the subscribing Witness to the foregoing instrument who being duly sworn depose and said that he saw all the parties whose names are thereto subscribed sign seal and deliver said instrument on the day and year therein date that he then depose signed his name thereto as a Witness in the presence and at the request of said parties on the day and year aforesaid

Seal

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

W

John S. Cameron Clerk

Margery Anthony Received for Record November 20th 1840. Recorded 23rd January 1841

And

Messrs of Little This Indenture made & entered into this 10th day of February Eighteen hundred & thirty six Between William B. Walker & Thomas S. Anthony of the one part & Joseph Muck & Benjamin Little of the other part Witnesses that for & in consideration of the sum of five thousand dollars to them the said William & Thomas & Mary Ann his wife in hand paid by the said Joseph & Benjamin the receipt whereof is hereby acknowledged that the said William & Thomas & Mary Ann his wife hath bargained sold aliened & conveyed by these presents do the bargain sell alien convey & confirm unto the said Joseph & Benjamin their heirs & assigns forever the following described tracts or parcels of land viz the East 1/2 of the South West quarter & the East half of the South West quarter of section three South half of section four & the North half of the West half of the North East quarter & the East half of the South East quarter of section nine - Also that parcel of land lying North of Loves Creek being at the North end of North East quarter of section nine & which was conveyed by E. Turnage to L. D. Harris by said Harris & wife to the said William & Thomas all lying in Townships N^o Eleven & Range N^o Three East supposed to contain five hundred & ten acres be the same more or less To have & to hold the above described land & bargain premises with all & singular the rights profits & appurtenances & appurtenances of in & to the same belonging or in any wise appertaining to the only proper use & behoof of them the said Joseph & Benjamin their heirs & assigns forever And the said William & Thomas & Mary Ann his wife for themselves their heirs & do the covenant & agree to & with the said Joseph & Benjamin that the above described land & bargain premises they will warrant & forever defend from the right title claim & interest of all & every persons whatsoever

In Testimony whereof the said William B. Walker & Thos. S. Anthony Mary Ann his wife hath hereunto set their hands & affixed their seals the day & date above written

Signet sealed & acknowledged in presence of

C. P. Young, Arch^d McGehee

Wm B Walker

Seal

Thos S Anthony

Seal

The State of Mississippi Personally appeared before me the undersigned Madison County Justice of the Peace in and for said County the within named William B. Walker and Thomas S. Anthony who severally acknowledged they signed sealed and delivered the within And as their act & deed

on the day and year therein mentioned

Given under my hand and seal this 10th day of February AD, 1836

v v v

Wm Caring JP Seal

Joseph Muck Received for Record 20th November 1840 & Recorded 26th January 1841
Agreement. (Madison County Mississippi March 17th 1836.

Benjamin Little Article of an agreement, between Joseph Muck and Benjamin Little both of Madison County Mississippi that they sometime since were purchased of H. B. Walker & Thos. Anthony and Wm. P. Perkins and Lewis Brothers Charles Mattingly and Land that Little intend say one eighth the whole of the land amounting to one thousand and forty to fifty acres more or less. They also have added two hundred negro men, horses of all of which is jointly in partnership each one owning the one half. But as Muck has furnished partial more in cash and advanced in purchasing Negroes. Little has fallen in Muck's debt the sum of nine thousand nine hundred and fifty eight dollars 9158 what s^r Little has expected his note for, the sum of nine thousand nine hundred and fifty eight dollars due the first of March next 1837. The meaning of the parties Muck & Little is to keep the property in partnership & work the same. Now it is understood that s^r Little remains on the plantation then present grass and attend to the business of the farm & assist such accommodations, Muck has advanced for the belts for s^r Negroes & the parties Muck & Little bind ourselves to each other not to sell the land nor Negroes without the written consent of the other, but at any time when both is present we can sell by consent, but no sale to be made of land nor Negroes by either without the written consent of the other party, there is also one Negro girl added in the above partners, and I Benjamin Little bind myself my heirs & to convey to Joseph Muck the one half of a eighth or two half eighths of land that he has or shall in his own name that belongs to the partnership it being eighty acres.

In Witness we the parties bind ourselves to each other in the Penal Oath of the Oath of s^r Estate. Given under our hands and seals.

Witness James J. Barr.

Joseph Muck Seal

Benjamin Little Seal

The State of Mississippi
Madison County Personally appeared before me John J. Cameron Clerk of the Probate Court of said County James J. Barr the subscribing Witness to the within articles of agreement who being duly sworn depared and said that he saw Joseph Muck & Benjamin Little sign seal and deliver the same on the day it bears date - that he then depared signed his name thereto as a witness in the presence and at the request of said Muck & Little on the day aforesaid,

Given under my hand and seal of Office at Canton this 20th Day of November AD 1840

Seal

v v v

John J. Cameron Clerk Seal

Thomas B. Hoover Received for Record 26th Recorded 27th January 1841

Deed (The State of Mississippi
Madison County This Deed was made & entered into this twenty fifth day of January in the year of our Lord one thousand eight hundred and forty one between Thomas B. Hoover, of the one part and Samuel Dickinson

of the other part, both of the State of South Carolina. Witnesseth that the said Thomas B. Hoover for and in consideration of the sum of three thousand three hundred dollars agreed to be paid by the said Samuel H. Dickinson, hath granted bargained sold conveyed and released, and by these presents doth grant bargain sell and convey to the said Samuel H. Dickinson his heirs and assigns all that lot of land lying and being in the Town of Canton in the County and State first aforesaid known and designated as Lots Number Three and four in Square number One as per Survey made by John Briscoe Beginning at the South Corner of lot Number four on Liberty and Academy Streets, and running with Academy Street, two hundred feet East to a stake at what was formerly Robert Montgomery Corner; thence with said Montgomery line North two hundred feet to a stake on Pop^r line, thence West with that line two hundred feet to Liberty Street, thence South on Liberty Street, two hundred feet to the beginning, the same being the lot of land now occupied by the said Thomas B. Hoover, and conveyed to him by deed from John Briscoe & wife dated 13th March 1835, 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 with the appurtenances to the said Samuel H. Dickinson his heirs and assigns forever, And I the said Thomas B. Hoover do hereby Covenant, and undertake to give the said Samuel H. Dickinson his heirs and assigns that the premises aforesaid are free and clear of all liens and incumbrances whatsoever, And I do hereby warrant and forever defend all & singular the said premises to the said Samuel H. Dickinson his heirs & assigns against myself and my heirs and against all persons whomsoever lawfully claiming or to claim the same or any part thereof

In Witness whereof I the said Thomas B. Hoover have hereunto set my hand & seal the day & year above written,

The State of Mississippi

T. B. Hoover Seal

Madison County ss Personally appeared before me John H. Emerson Clerk of the Probate Court of said County Thomas B. Hoover 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.

Seal

Given under my hand and seal of Office at Canton this 26th Day of January A.D. 1841


John H. Emerson Clerk

Jessie Morton Received for Record & Recorded 07th Day of January 1841

Sho. C. Black This Indenture made & entered into this 10th day of January one thousand eight hundred forty one between James Morton of the County of Jefferson and State of Mississippi & Thomas C. Black of the County & State aforesaid of the other part, Witnesseth that for & in consideration of the sum of eight thousand dollars to the said Morton in hand paid by the said Black, the receipt whereof is hereby acknowledged, the said Morton hath bargained, sold, granted

aligned & convey & confirmed and by these presents doth grant, bargain & sell
 also convey and confirm unto the said Thomas C. Black the following tracts or
 parcels of land situate lying and being in the County of Madison Mississippi on the
 States of Mississippi & Roark Creek and known & designated in the plan of survey of
 sd State as follows viz West half of South West quarter of section twenty Township
 Nine Range One East, East half of SE quarter section twenty, North half of East twenty
 East half North West quarter section twenty nine, West half North East quarter section
 twenty nine, East half North East quarter section twenty nine, West half of North
 East quarter of section twenty eight (Except ten acres of the North part of this quarter
 adjoining section twenty one) all in Township Nine of Range One East, also the
 North West quarter of section twenty two of Township twelve Range four East,
 containing in all nine hundred & sixty nine & 1/2 acres or thereabouts more or
 less. To have & to hold to the sd Thomas C. Black his heirs & assigns every part of
 parcel of the sd above described tracts or parcels of land together with all the
 appurtenances thereto belonging or in any wise appertaining, also two Gun Stands
 now on the place but not now in use, and the sd James Morton for himself his
 heirs Executors administrators & assigns doth covenant with the sd Thomas C. Black
 his heirs Executors administrators & assigns that he is lawfully seized and possessed
 of all the above described tracts of land & other property and that he has thought
 to convey the same, and he doth covenant with the sd Thomas C. Black his heirs
 Executors & that he will warrant and forever defend the title to the sd land &
 other property herein conveyed from the right title claim & interest of all per-
 sons whatsoever. — In testimony whereof the sd James Morton has hereunto
 set his name affixed his seal the day & date above written.

Signed sealed & delivered in presence of us
 A. B. Manning, Philip L. Burrip.

James Morton 

The State of Mississippi Personally appeared before me John S. Cameron Clerk of
 Madison County as the Probate Court of said County the above named
 James Morton who acknowledged that he signed sealed and delivered the fore-
 going deed on the day and for the purposes therein specified as his act and
 deed.

Given under my hand and seal of office at Clinton
 this 27th Day of January A.D. 1841



John S. Cameron Clerk

James Morton Received for Record & Recorded 27th January 1841

Thos C. Black This Indenture made this the twenty seventh day of Jan-
 uary Eighteen hundred and forty one between James Morton of the County of
 Yazoo State of Mississippi of the one part, and Thomas C. Black of the County
 and State aforesaid of the other part, Witnesseth that for and in consideration
 of the sum of two thousand dollars to him in hand paid the said Morton
 has granted, bargained and sold, and by these presents doth grant, bargain &
 sell also convey and confirm unto the said Black the following lot parcel
 or tract of land situate lying and being in the County of Madison on Big Black
 River known and designated on the plan of survey for said State for the Mount
 Pleasant District as Lot No four of section two Township Nine North Range One

West, containing fifty four acres also the ferry known as Walkers Ferry
 on said lands and all the rights, privileges, franchises for a Turnpike
 Road vested in the said Morton and Hubbard Wilkinson (and the interest
 of the said Wilkinson purchased from him by the said Morton) by an act of
 the Legislature of the State of Mississippi and the said Morton for the afore-
 said Consideration doth grant bargain sell, alien, Convey, Confirm unto
 the said Black all the right title Claim and interest he now has or may
 hereafter acquire to said ferry and Turnpike leading to and from the said
 ferry: To have and to hold the above described Lot, parcel, tract of land
 and the rights, privileges, franchises of the said ferry Turnpike
 Road to the said Black and his heirs forever, and the said Morton doth
 Covenant that he is seized and possessed of said land ferry Turnpike
 and has right to Convey the same and that he will forever warrant and
 defend the title to the same from the right title Claim and interest of
 all persons whatsoever, In testimony whereof the said Morton
 has hereunto set his hand and seal the day and date above written.
 Signed sealed and delivered in the presence of James. Morton Seals
 The State of Mississippi

Madison County, as Personally appeared before me John J. Cameron Clerk
 of the Probate Court of said County James Morton 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.

Seals

Given under my hand and seal of Office at
 Canton this 27th day of January A.D. 1841.
 John J. Cameron Clerk

Saml C. Divine Received for Record 20th November 1840 Recorded January 29th 1841



Deed (State of Mississippi)
 Sings Cooper (Madison County) Whereas by an act of the Legislature of the State
 of Mississippi entitled "an act to incorporate the Town of Sharon in the County of
 Madison" and for other purposes approved May 13th 1837. The said Town having
 been incorporated under the superintendance of a Board of Commissioners, styled
 "The President and Council of the Town of Sharon" and Whereas also by said
 act the the Corporate limits of said Town were so extended as to make a square
 of one mile and a half; and that Samuel C. Divine was at the time of passing
 said act of incorporation seized in fee within the limits of said Corporation of
 the following described lot or parcel of land to wit, lying and being within the
 limits of said Corporation as aforesaid and on which was Sings Cooper now lives
 Beginning at a stake, N 58 45' E 1839 links to a stake on the north boundary of
 the S E 1/4 of the S E 1/4 of Section N^o 31 Township N^o 10 of Range N^o 4 East Thence
 West on said boundary 1567 links to a stake, thence to the Beginning containing
 seven and seventy seven hundredths acres more or less. Now therefore, Be it
 Sharon to all men by these presents, that I Samuel C. Divine of the County of
 and State aforesaid, for and in Consideration of the sum of three hundred and
 thirty seven 5/100 dollars to me in hand paid (the receipt whereof is here
 acknowledged) by Sings Cooper of the County and State aforesaid

given, granted, bargained sold and conveyed unto the said Simeon Cooper, and by these presents do give grant bargain sell and convey to the said Simeon Cooper his heirs and assigns the above described lot or parcel of land together with all the improvements, hereditaments, and appurtenances, in any wise thereto appertaining or belonging, To Have and to hold to the said Simeon Cooper his heirs and assigns subject to the Conditions hereinafter as herein afterwards to be specified in this deed. And the said Samuel Collins for himself and his heirs and assigns do hereby covenant and agree with the said Simeon Cooper his heirs and assigns, that she is seized in fee of the aforesaid premises - that the same are conveyed free from and quit of all incumbrances except as to Conditions herein to be specified, and he hereby binds himself, his heirs, executors and administrators to warrant and forever defend the same against the lawful or equitable Claims of all persons whatsoever. Provided Nevertheless, that this conveyance is made subject to the following Conditions, to wit; That the said Simeon Cooper binds himself his heirs and assigns firmly by these presents that she will not nor shall his 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 could tend to defeat the great objects proposed to be effected by the act of the Legislature now in force, in incorporating said Town of Sharon; And in Case of the violation of any of these Conditions herein specified by the said Simeon Cooper, his heirs or assigns, then and in that Case the premises above described are to revert to and belong to and be owned by the Trustees of the Male and female Colleges of Sharon, and to be disposed of for the use and benefit of said Colleges. But when in Case the Conditions are complied with as not violated by the said Simeon Cooper his heirs or assigns then this deed to be of full force and virtue in law and equity. And Phoebe Dime wife of the said Samuel Collins in consideration of one dollar paid to her by the said Simeon Cooper (the receipt whereof is hereby acknowledged) do release to the said Simeon Cooper his heirs and assigns all her right and title of dower in the aforesaid premises,

Her testimony whereof I the said Samuel Collins and Phoebe Dime my wife have hereunto set our hands and seals this 20th day of August in the year of our Lord one thousand eight hundred and forty,

Signed sealed and delivered in the presence of

The State of Mississippi

Sam. Collins 
 Phoebe D. Dime 

Madison County) Personally appeared before me the undersigned, an acting Justice of the Peace in & for the County of Madison & State aforesaid Samuel Collins who acknowledged that he signed sealed & delivered the foregoing deed as his own act & deed and for the purposes therein mentioned, Also Phoebe D. Dime wife of the said Samuel Collins who being duly examined separately and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed as his own act and deed, and for the purposes therein mentioned without fear of threats or compulsion from her said husband.

Given under my hand and seal this 20th day of August A.D. 1840

Jno. H. Cook J.P. 