

1

Deed Record J.J.

J. F. Battley  
P. & D. D. of Trust  
J. S. Virden Trustee  
To secure  
E. and S. Virden

Filed for Record February 11<sup>th</sup> A.D. 1876 at 10,45 AM.  
Recorded March 2<sup>nd</sup> A.D. 1876

Know all men by these presents that I, the undersigned J. F. Battley, of Madison County, Mississippi in consideration of the matters and things herein after stated do hereby grant sell and convey to John S. Virden of Jackson Hinds County Mississippi the following described personal property to wit: Four Mules now in my possession & on the plantation on which I reside in Madison County being part of the plantation & place known as the Battley plantation in sd. County which mules are described as follows 1 Black Mule, 1 Sorrel Mule, 1 Brown Mule & 1 Bay Mule, also the entire crops of Cotton corn and other agricultural products which shall be raised by me or for me or by my procurement on said plantation during the year 1876, including my share and interest of every description whether in the form of rents or shares of crops or any other interest thereon or therefrom accruing to me in whatever manner the same may accrue. In trust however for the following purposes where-as, I am now indebted by balance on my account with E & S. Virden for & during the year 1876 in about the sum of Two hundred and twenty One & 94/100 Dollars, which balance together with certain notes therin mentioned is now secured by the deed of trust dated 30<sup>th</sup> of January 1875, (18<sup>th</sup> in caption to sd. deed of trust) hereinafter mentioned, and whereas I the said Battley desire to procure from said E & S. Virden during the year 1876 supplies and advances in goods and money for the purpose of carrying on and cultivating a part of said plantation and E & S. Virden have agreed to furnish them to the extent of Seven-hundred dollars and may at their option furnish them to the amount of One Thousand Dollars if requested by me, and whereas I agree to cultivate well about 100 acres of said plantation mainly in Cotton and to deliver my entire crops of Cotton to E & S. Virden as fast as prepared for market for sale by their factor in New Orleans, the nett proceeds to be credited first on my supply account for 1876, second on said indebtedness of Two hundred and twenty one 94/100 Dollars and interest and the balance if any to be applied to my notes secured

2.

by said Deed of trust of Jan'y 30<sup>th</sup> 1845. therefore if in all things I shall perform my agreement and if from the service aforesaid or otherwise the amount owing by me for supplies &c and also the aforesaid debt of \$221.94 + interest thereon shall be paid on or before the first day of November 1846, then the foregoing conveyance to be void but if I shall make any default in the premises. then said John L. Virden shall take possession of said mules and crops (which I will deliver to him) and he will deliver said Cotton to E & S. Virden to be sold and accounted for as above agreed and he shall proceed and advertise the time place and terms or times place & time of selling said Mules and the crops other than the Cotton or any part of them for at least ten days by advertisement posted at public place at Madison Station, Tuckaloo & Jackson and at the time and place said advertised (which place or place shall be on said Battley plantation or in Jackson at the option of Jno. L. Virden trustee he shall sell the property at public auction to the highest bidder for cash and after paying all expenses of executing this trust appropriate the proceeds as above agreed as to the proceeds of the Cotton crop. If John L. Virden shall die, remove from the state or refuse to act. E & S. Virden may in writing appoint another trustee who shall thereby be clothed with all the rights powers and authority hereby conferred on John L. Virden. But it is expressly understood and agreed that nothing herein contained does or shall in any manner impair release postpone or prejudice the rights and security of E & S. Virden under a certain Deed of Trust made by J. F. Battley & Wm. Battley to Jno. L. Virden trustee to secure to E & S. Virden certain debts therin mentioned dated 30<sup>th</sup> January 1845 (18<sup>th</sup> Jan'y in the Captain) recorded in Madison County.

Witness my hand & seal this February 9<sup>th</sup> 1846

J. F. Battley

The State of Mississippi,

Windsor County This day personally appeared before me the  
undersigned Justice of the Peace in & for the County  
and State aforesaid J. F. Battley who then there acknowledged that he  
signed sealed and delivered the foregoing deed of trust on the day and  
year stand in that behalf mentioned as his act and deed and for  
the purpose therein mentioned.

Witness my hand and seal this the 9<sup>th</sup> day of February  
1846.

J. H. Boyd  
J. P. of Windsor County Miss.

Granville Rollins  
Pd Deed of Trust  
J. W. Jenkins.

Filed for Record February 11<sup>th</sup> A.D. 1876 at 2.30 P.M.  
Recorded March 2<sup>nd</sup> A.D. 1876

This Deed of Trust made and entered into this the 9<sup>th</sup> day of February AD 1876. by and between Granville Rollins of the first part and J. W. Jenkins of the second part, both of the County of Madison, State of Mississippi. Witnesseth: that whereas the party of the first part is indebted to the party of the second part in the sum of Two Hundred and Seventy Dollars, evidenced by a promissory note bearing even date with these presents, payable to the order of the second party on the first day of October after date. and whereas the party of the second part has promised and agreed to advance unto the party of the first provisions, clothing and general plantation supplies, and also money the whole not to exceed in amount. (exclusive of the note abovementioned) the sum of One Hundred & thirty Dollars, to enable the said first party to make a crop of Cotton, Corn and other agricultural products, on the land of the second party during the year 1876. and whereas the party of the first part is desirous of securing unto the party of the second part, the prompt and full payment of the said note at maturity and the payment in full of the said sum of One Hundred & thirty Dollars (or so much thereof as may be due,) for provisions, clothing &c. and the money furnished to enable him to make a crop as aforesaid on or before the first day of October 1876. therefore in consideration of the premises and of the sum of one dollar in hand paid by the party of the second part, unto the party of the first part, the receipt of which is hereby acknowledged the said party of the first part has granted bargained and sold, and does by these presents, grant bargain sell, alien, release, convey and confirm unto the party of the second part the following personal property in Madison County Mississippi, to wit: One Black Male Mule named "Jim" being the same mule which the second party has this day sold to the first party, and all the crops of Cotton, corn and other agricultural products that may be raised, cultivated or gathered by the party of the first part, and those in his employ during the said year 1876. to have and to hold the said Mule and crops unto him the party of the second part his heirs and assigns forever. In trust however, and for the following uses interest and purpose to wit: If the party of the first part shall on or before

4

the said first day of October 1846, fully pay, satisfy and discharge unto the party of the second part the said note and what ever may be due for provisions Clothing, Plantation supplies and money advanced, as aforesaid, then this deed is to be void, but if the first party fails or refuses to pay the same or any part thereof, then the party of the second part may on or at any time after the said first day of October take possession of any or all of the said property and crops and after giving ten days public notice of the time place ~~and terms~~ of sale, by posting a written handbill at Madison Station Miss. sell said property and crops, or a sufficiency thereof, at Madison Station at public Auction, to the highest bidder for cash, and out of the proceeds of said sale, pay all costs of executing and enforcing this trust, then pay whatever may be due unto the second party as aforesaid, and the balance if any, pay over to the first party, should the second party at any time before the maturity of said indebtedness, consider said property endangered as a security for said sum, he may take possession thereof and make such disposition of the same that he may deem necessary for the protection of said property, until the time for the sale thereof under and by virtue of this trust.

In Testimony, of which the party of the first part has hereunto set his hand and seal this the day and year first above written,

Granville Rollins <sup>his</sup> Seal  
mark

State of Mississippi }  
Madison County }

Personally appeared before me the undersigned Justice of the Peace, in and for said state and County Granville Rollins who acknowledged that he signed, sealed and delivered the foregoing and annexed Deed of Trust on the day and year therein mentioned, and for the purposes therein specified as his act and deed.

Witness my hand and seal this the 10<sup>th</sup> day of February AD 1846.

R. E. Andrews <sup>Seal</sup>  
Justice of the Peace

R. J. Rose Sheriff } Filed for Record February 11<sup>th</sup> AD 1876 at 8 AM.  
 P. S. Deed } Recorded March 7<sup>th</sup> AD 1876  
 Robinson and Stevens }

This Indenture, made this seventh day of February, eighteen hundred and seventy six, between R. J. Rose Sheriff of Madison County and State of Mississippi, of the one part, and J. W. Robinson & J. P. Stevens of the other part. Witnesseth, that the said R. J. Rose as such Sheriff having levied on the land herein described, as the property of M. F. Collum by virtue of process of execution, and to satisfy the amount thereof: namely: one writ of Venditione Exponas issued from the Circuit Court of Madison County; on the 15<sup>th</sup> day of December 1875, and returnable on the 1<sup>st</sup> Monday of March 1876, an abstract of which is as follows, to wit:

Number	Style of Suit	Date of Judgment & Return of Cost	Amt of Judgt.	Remarks
12532	Robinson & Stevens vs M. F. Collum	30 <sup>th</sup> Sept 1875	\$192.28	

against the goods, lands &c. of M. F. Collum and having duly advertised the day and place of sale for the period of three weeks in a public newspaper called the American Citizen did, on the 1<sup>st</sup> Monday of February 1876; it being the seventh day of said month, at the Court house of said County of Madison, according to law, expose the said land to public outcry for cash, and then and there J. W. Robinson and J. P. Stevens, became the highest bidder and purchaser thereof, at and for the sum of Ninety five dollars which said Robinson & Stevens then and thereupon presenting paid to R. J. Rose as such Sheriff: therefore, the said R. J. Rose Sheriff as aforesaid, in consideration of the premises, doth hereby bargain, sell, grant, alien, enfor and convey to said Robinson & Stevens the land so sold, described as follows: to wit: the S 8<sup>1/4</sup> fall of S. W<sup>1/4</sup> E of Road except ten acre out of the North end, in Sec. 22, Lot No 3, in Sec 23 and Lot 1, 2 & 3 in Sec 24, all in T. of R 28, to have and to hold the land aforesaid, with the appurtenances therunto belonging, to the said J. W. Robinson and J. P. Stevens and their heirs and assigns forever; and the said R. J. Rose as Sheriff aforesaid, doth warrant and will defend the same to said J. W. Robinson and J. P. Stevens and their heirs &c free from quiet of the right, title and interest to the said J. W. Robinson and J. P. Stevens both in law and in equity, and of all and every me

claiming, or to claim, under or through them as far as he, the said Sheriff, by virtue of the process, proceedings, sale and purchase aforesaid, and the law in such case can or may warrant and defend but only officially, and in no other manner or degree whatsoever.

In testimony whereof, the said R. J. Ross as Sheriff aforesaid, hereunto sets his name and seal, on the day and year first aforesaid.

R. J. Ross Sheriff. 

State of Mississippi }  
Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named R. J. Ross Sheriff who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.

Given under my hand and official seal at office  
in Canton, the 11<sup>th</sup> day of February A.D. 1876

 C. S. Jeffrey Clerk

By E. H. Lutwiler D.C.

Jas. L. Meek and  
Sallie L. Meek } Filed for Record February 11<sup>th</sup> A.D. 1876 at 10.45 a.m.  
To Deed  
Mayson & Landers } Recorded March 2<sup>nd</sup> A.D. 1876.

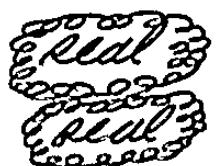
+ Know all men by these presents, that this indenture made and entered into this the 20<sup>th</sup> day of December A.D. 1875, by and between James L. Meek and Sallie L. Meek his wife of the first part and John R. Mayson & D.C. Landers of the firm of Mayson & Landers of the second part is to witness That for and in consideration of the sum of Two Thousand five hundred dollars this day paid said first by said second parties said first parties do by these presents bargain sell alien enfranchise and convey unto said second parties the following described tract or parcels of ground lying and being in the County of Madison and State of Mississippi and better described as follows viz: E½ S 8 1/4 section seventeen and the N. E 1/4 of section (20) twenty Township Ten Range 3 East said to contain Two Hundred and forty acre by the same more or less. I do have and to hold the same unto them the said second parties and their heirs and aliens forever, together with all the tenements appurtenances and

7

hereditaments therunto belonging, and the said first parties doth covenant to and with said second partie, that they will forever warrant and defend the title of the above described lands against all claims and incumbrances whatsoever.

In testimony whereof said first parties have herto set their hands and sealed the day and year first above written,

Jas. L. Meek  
Sallie L. Meek



State of Mississippi }  
Madison County }

Personally appeared before me E. S. Jeffrey, Clerk of the Chancery Court of said County, the within named James L. Meek and Sallie L. Meek his wife, who severally acknowledged that they signed, sealed and delivered the foregoing and annexed deed as their own act and deed. And the said Sallie L. Meek upon a private examination, separate and apart from her said husband, acknowledged that she signed sealed and delivered the same as her own voluntary act and deed without any fear, threats or compulsion of her husband.

Given under my hand and seal of said Court  
this 20<sup>th</sup> day of December A.D. 1845.

E. S. Jeffrey Clerk

William Battley  
P. o. Deed of Trust  
J. C. Virden Trustee  
To secure  
J. C. Virden

Filed for Record February 11<sup>th</sup> A.D. 1846, at 10.45 a.m.  
Recorded March 2<sup>nd</sup> A.D. 1846

Know all men by these presents that I the undersigned William Battley of Madison County State of Mississippi in consideration of the matters and things herein after stated, do hereby grant, sell and convey to John C. Virden of Jackson County, Mississippi the following described personal property to wit: Three Mules & horses now in my possession on the plantation, whereon I now reside, in Madison County, being part of the plantation and place known as the Battley plantation in said County, wherein Mules are described as follows. One Mole Colored Mare Mule spotted, One bay horse 4 yrs. old One Sorrell Horse 4 yrs. old, also the entire crop of

Cottons corn and all other agricultural products which shall be raised by me or for me or by my procurement on said plantation during the year 1846, including my share and interest of every description, whether in the form of rents or shares of crops or any other interest therein or therefrom accruing to me in whatever manner the same may accrue. In trust however for the following purpose - whereas I am now indebted by balance on my account with E & S. Virden for and during the year 1845 in about the sum of Three hundred twenty one \$94/100 Dollars which balance (together with certain notes therein mentioned) is now secured by the "deed of trust" dated 30<sup>th</sup> of January 1845. (18<sup>th</sup> in Captain to said deed of trust.) hereinafter mentioned. And whereas I the said Battley desire to procure from said E & S. Virden during the year 1846, supplies and advances in goods and money for the purpose of carrying on and cultivating a part of said Battley plantation, and E & S. Virden have agreed to furnish these to the extent of Seven hundred Dollars, and may at their option furnish them to the amount of One Thousand Dollars, if requested by me. and whereas, I agree to cultivate well about Seventy acres of said plantation mainly in cotton and to deliver my entire crop of Cotton to E & S. Virden as fast as prepared for market, for sale by their factors in New Orleans, the net proceeds to be credited, first on my supply account for year 1846, second in said indebtedness of Three hundred twenty one \$94/100 Dollars and interest the balance if any to be applied to my notes secured by said deed of trust of January 30<sup>th</sup>. 1845. therefore if ~~all things~~ I shall perform my agreement, and if from the source aforesaid or otherwise the amounts owing by me for supplies &c and also the aforesaid debt of Two hundred twenty one \$94/100 Dollars, and interest thereon shall be paid on or before the 1<sup>st</sup> day of November 1846 then the foregoing Conveyance to be void. but if I shall make any defrayment in the premises, then said John C. Virden shall take possession of said Mule and crops (which I will deliver to him) and he will deliver said Cotton to E & S. Virden to be sold and accounted for as above agreed, and he shall proceed and advertise the time place and terms or times, place & terms, of selling said Mule, and the crops other than cotton or any part of these for at least ten days by advertisement posted at public places at Madison Station and Jackson and at time and place as advertised. (which place or places shall be on said Battley plantation or in Jackson at the option of said John

C. Virden the trustee, he shall sell the property at public auction to the highest bidder for cash, and after paying all expenses of executing these trusts appropriate the proceeds as above agreed as to the proceeds of the cotton crop. If said John C. Virden shall die remove from the State or refuse to act & And S. Virden may in writing appoint another trustee who shall thereby be clothed with all the rights powers and authority hereby conferred on said John C. Virden. But it is expressly understood and agreed that nothing herein contained does or shall in any manner impair, release postpone or prejudice the rights and security of C & S. Virden under a certain deed of trust made by J. H. and Wm Battley to Mrs. C. Virden trustee to secure C & S. Virden certain debts therein mentioned dated January 30<sup>th</sup> 1875 (18<sup>th</sup> January in Captain) recorded in Madison County.

Witness my hand and seal this February  
1876.

W. Battley 

The State of Mississippi }  
Kosciusko County }

This day personally appeared before me the undersigned Justice of the Peace for and for the County and State aforesaid. William Battley who thereupon acknowledged that he signed sealed and delivered the foregoing Deed of trust, on the day and year therein in that behalf mentioned as his act and deed for the purpose therein mentioned.

Witness my hand and seal this the day of  
February 1876.

J. H. Boyd J. P.  
of Kosciusko County Mississippi

Burrell Cannada  
Nelson Cannada  
P. & D. Deed of Trust  
J. C. Virden Trustee  
To secure  
C and S. Virden

Filed for Record February 11<sup>th</sup> A.D. 1876 at 10,45 a.m.  
Recorded March 2<sup>nd</sup> A.D. 1876

This Indenture, made and entered into between Burrell Cannada and Nelson Cannada of the first part,

Edwin Virden & Samuel Virden doing business under name of firm  
 of E & S. Virden of the second part, and John B. Virden Trustee of  
 of the third part. Witneseth: That the parties of the first part  
 convey the property hereinafter mentioned for and in consideration  
 of one dollar to them in hand paid, and for the further consider-  
 ation that the parties of the second part have agreed to advance  
 them during the present year money and supplies to aid in rais-  
 ing and producing the crop herein conveyed to an amount which  
 the said parties of the second part shall deem is safe in so  
 doing, not exceeding, however the sum of Four hundred Dollars  
 (\$400<sup>00</sup>) which said advances are to be due and payable to the  
 said parties of the second part at their store in Jackson Miss  
 on the first day of November A.D. 1846. Now therefore in consid-  
 eration of the aforesaid premises the said Burrell Barnada & Nelson  
 Barnada parties of the first part, hereby give, grants, bargains,  
 sell and convey unto the said party of the third part, as Trustee  
 the following property; the land lying and being in the County  
 of Madison, and the personality lying situated therein, to wit:  
 Three head of cows, 3 head of cattle, now owned by the parties  
 of the first part, and being in and used by said parties of the  
 first part on M. Fergueme plantation, in said County, and where-  
 on they reside, also all the crop of corn, fodder and cotton which  
 may be raised during the year 1846, on said plantation and  
 if any part of said plantation shall be leased to other parties, then  
 all the rent and all the securities therefor, which said parties of  
 the first part may have, or take, or in anywise be entitled to. And  
 the parties of the first part agree and contract with the said Trus-  
 tee that they will take good care of, and protect said personal  
 property, and will not dispose of, or remove the same until the  
 debt herein secured, shall be fully paid off and discharged. And  
 further that the said parties of the first part will plant said  
 plantation, or acre thereof in corn & cotton, and will cultivate  
 the same, and gather in due time the crops as produced, and  
 if the said parties of the second part shall deem that their se-  
 curity hereinunder is undangered by the failure of the parties of  
 the first part to cultivate, and gather, and prepare for market,  
 said crop, then said Trustee at the request of the parties of the  
 second part, may employ labor to cultivate, gather and prepare  
 for market said crop, and the expenses thereby incurred shall be  
 a lien on said crop, and entitled to satisfaction out of the same  
 before the advances herein made, and if said expenses shall be

paid by E & S Virden, their rights in that respect shall be the same as the rights of said Trustee, and it is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crop, and personally, to pay said debt or advances, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said parties of the first part shall sell, or dispose of, or remove, any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at auction, and for cash, either on the premises, or in the city of Jackson, on ten days notice thereof, made by posting said notice at three public places in said City. It is further understood and agreed, that if said Trustee shall die, or remove from the County, or otherwise neglect to act, E & S. Virden the said parties of the second part, may, by a writing under their hands and seals appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part; and if said parties of the second part E & S. Virden shall die, their executor or administrator, shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market, then to said debt, and the surplus, if any, to said parties of the first part.

Witness our hands and seals this 24<sup>th</sup> day of January 1846.

Burrell <sup>mark</sup> *Canada*   
Alein <sup>mark</sup> *Canada* 

The State of Mississippi }  
Kosciusko County }

This day personally appeared before me a Notary Public in & for said County the above named Burrell Canada & Alein Canada, and severally acknowledged that they signed sealed and delivered the foregoing instrument as their act and deed, on the day of its date and for the purpose therein mentioned.

Witness my hand and seal, this 24<sup>th</sup> day of January AD 1846.



W. H. H. Green  
Notary Public

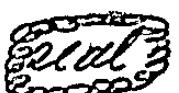
B. R. Johnson  
P. O. Deed of Trust  
H. O. Porter Trustee  
To secure  
S. H. Kirkland

} Filed for Record February 11<sup>th</sup> AD 1876 at 9 am  
Recorded March 3<sup>rd</sup> AD 1876.

This Deed of Trust, made this 3<sup>rd</sup> day of February AD 1876. Witnesseth: that Whereas B. R. Johnson of Madison County State of Mississippi party of first part is indebted to S. H. Kirkland Merchant Morton Scott County Mississippi on his promissory note of even date with three presents, for One Hundred and Fifty three 19/100 Dollars, and whereas said party of first part expect said; and whereas said party agreed to secure the payment of said sum, as also any due at the foreclosure of this trust, that the party of the first part, in consideration of the premises as well as for ten dollars to him paid by H. O. Porter, Trustee, does hereby bargain, sell convey and deliver to said Trustee the property being in Madison County, Mississippi, and described as follows: (1) one bay horse named Sam, about twelve years old, also all the increase in stock, by purchase or otherwise, the title to which, unto said Trustee or any successor. I warrant and agree forward to defend. the above property is in my own name and unencumbered by prior lien or judgment and I hereby waive all right of exemption which I may have under the latest existing laws. In trust however, that if said party shall or or before the first day of December 1876, pay what may be due said S. H. Kirkland, aforesaid, and all costs incurred on account of this Deed, then this deed to be void, but if default is made in said payments, the trustee shall take possession of said property, and having given ten days notice of the time place and terms of sale, by putting notice in three public places in said County, proceed to sell said property or a sufficiency thereof to make said payments, for cash at public auction at Morton or the premises, according to notice, And said S. H. Kirkland or his legal representative, can at any time he may desire, appoint a Trustee in place of said H. O. Porter or any succeeding Trustee, and should the trustee at any time believe said property, or any part thereof, endangered be a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid but until demanded by the Trustee for either the purpose as aforesaid said party of first part can hold the same.

In testimony whereof, said has hereto set his hand  
and seal.

B. R. Johnson



The State of Mississippi }  
Leake County }

Personally appeared before the undersigned an Acting Justice of the Peace for said county B. R. Johnson who acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, at the time therein named, as his act and deed.

Witness my hand and seal, this third day of February 1846.

J. M. Stabb J. P.

Steven Anderson	Filed for Record February 11 <sup>th</sup> AD 1846 at 10.45 a.m.
To Deed of Trust	Recorded March 3 <sup>rd</sup> AD 1846
J. B. Virden Trustee	
To secure	
E and S. Virden	

This Indenture made and entered into between Steven Anderson of the first part; Edwin Virden and Samuel Virden, doing business in name and style of E & S. Virden of the second part, and John B. Virden Trustee, of the third part. Witnesseth; That the party of the first part conveys the property herein after mentioned for and in consideration of one dollar to him in hand paid, and for the further consideration that the parties of the second part have agreed to advance to him during the present year, money and supplies, to aid in raising and producing the crop herein conveyed, to an amount which the said parties of the second part shall deem it safe in so doing, not exceeding however, the sum of Two Hundred & fifty dollars (\$250<sup>00</sup>), which said advances are to be due and payable to the said parties of the second part, at their store in Jackson, Mississippi on the first day of November AD 1846. Now therefore in consideration of the aforesaid premises, the said Steven Anderson party of the first part, hereby gives, grants, bargains, sells and conveys unto the said party of the third part, a tract of the following property, the land lying and being in the County of Madison, and the personalty being situated therein to wit: One Lored Mule, 1 Mule, now owned by the party

of the first part, and being on and used by said part of the first part, on Virden plantation in said County, and wherein he resides; also all the crop of corn, fodder and cotton which may be raised during the year 1846, on said plantation; and if any part of said plantation shall be leased to other parties than all the rents and all the securities therefor, which said party of the first part may have or take, or in any wise be entitled to. And the party of the first part agrees and contracts with the said Trustee, that he will take good care of, and protect said personal property, and will not dispose of or remove the same, until the debt herein secured shall be fully paid off and discharged. and further that the said party of the first part will plant said plantation in Forty five acres thereof in corn and cotton, and will cultivate the same, and gather in due time the crops so produced. and if the said parties of the second part shall deem that their security hereunder are endangered by the failure of the party of the first part, to cultivate and gather, and prepare for market, said crop, then said Trustee, at the request of the parties of the second part, may employ labor to cultivate, gather and prepare for market said crop and the expenses thereby incurred shall be a lien on said crop and entitled to satisfaction out of the same, before the advance herein made, and if said expense shall be paid by E. & W. S. Virden their rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crop, and personally, to pay said debt or advances, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said party of the first part shall sell, or dispose of, or remove any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at Auction, and for cash, either on the premises, or in the City of Jackson on ten days notice thereof made by posting said notice at three public places in said city. It is further understood and agreed, that if said Trustee shall die or remove from the County, or otherwise neglect to act E. & S. Virden the said parties of the second part, may, by a writing under their hands and seals appoint a new Trustee who shall have all the power and rights herein vested in said party of the third part, and if said parties of the second part E. & W. S. Virden, shall die, their executor or administrator shall have the

same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market: then to the said debt, and the surplus, if any, to said party of the first part.

Witness our hands and seal, this 10<sup>th</sup> day of February 1876.

Steven Anderson <sup>his</sup>  
<sup>mark</sup> 

The State of Mississippi  
Kosciusko County  
City of Jackson.

This day personally appeared before me, Notary Public of the City of Jackson. Steven Anderson and acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed on the day of its date, and for the purpose therein mentioned.

Witness my hand and seal, this tenth day of February AD 1876.

W. H. Green  
Notary Public

London Cannada  
To<sup>s</sup> Deed of Trust  
J. B. Virden Trustee  
To secure  
Edw S. Virden

Filed for Record February 11<sup>th</sup> AD 1876. at 10:45 a.m.  
Recorded March 3<sup>rd</sup> A.D. 1876

This Indenture, made and entered into between London Cannada of the first part, Edwin Virden & Samuel Virden doing business under name & style of firm of E & S. Virden of the second part, and John B. Virden Trustee, of the third part. Witnesseeth: That the party of the first part Conveyed the property herein after mentioned for and in consideration of one dollar to him in hand paid, and for the further consideration that the parties of the second part have agreed to advance to him during the present year money and supplies to aid in raising and producing the crop herein conveyed to an amount which the said parties of the second part shall deem it safe in so doing, not exceeding however, the sum of Three hundred Dollars (\$300<sup>00</sup>) which said advances are to be due and payable

to the said party of the second part, at their store in Jackson Miss. on the 1<sup>st</sup> day of November AD 1846. Now therefore in Consideration of the aforesaid premises the said London Canada party of the first part hereby gives, grants, bargains, sells and conveys unto the said party of the third part as Trustee, the following property: the land lying and being in the County of Madison, and the personalty being situated therein, to wit: One Mare Mule, Blue Jinnie 2 Cows one bull & One Josie, 1 Mule 2 head of Cattle, now owned by the party of the first part, and being or and used by said party of the first part, on W. Ferguson plantation, in said County and wherein he resides, also all the crop of Corn, fodder & cotton which may be raised during the year 1846, on said plantation, and if any part of said plantation shall be leased to other parties, then all the rents and all the securities therefor, which said party of the first part may have or take or in anywise be entitled to, And the party of the first part agrees and contract with the said Trustee that he will take good care of, and protect said personal property, and will not dispose of, or remove the same until the debt herein secured, shall be fully paid off and discharged, And further that the said party of the first part will plant said plantation or thirty five more or less acres thereof in corn & cotton and will cultivate the same, and gather in due time the crops so produced, and if the said parties of the second part shall deem that their security hereunder is endangered by the failure of the party of the first part, to cultivate and gather, and prepare for market, said crop, then said Trustee at the request of the party of the second part, may employ labor to cultivate, gather and prepare for market said crop, and the expenses thereby incurred shall be a lien on said crop, and entitled to satisfaction out of the same before the advances herein made, and if said expenses shall be paid by E. S. Virden their rights in that respect shall be the same as the rights of said Trustee, And it is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crop, and personalty, to pay said debt, or advances, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said party of the first part shall sell or dispose of, or remove, any part of the same without first paying said debt.

If any sale is made by the Trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson on ten days notice thereof, made by posting said notice at three public places in said City. It is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crop, and personally, to pay said debt or advance, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said party of the first part shall sell, or dispose of, or remove, any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson, on ten days notice thereof, made by posting said notice at three public places in said City. It is further understood and agreed, that if said trustee shall die, or remove from the County, or otherwise neglect to act, E. S. Virden the said parties of the second part, may, by a writing under their hand and seal, appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part, and if said party of the second part, E. S. Virden shall die, their executors, or administrator shall have the same powers of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market, then to said debt, and the surplus, if any, to said party of the first part.

Witness our hands and seal, this 24<sup>th</sup> day of January 1846.

*London X Barnada*  
mark

State of Mississippi  
Kosciusko County

This day, personally appeared before me, a Notary Public in and for said County, the above named London Barnada and acknowledged that he signed, sealed and delivered the foregoing instrument as his act and deed, on the day of its date and for the purpose therein mentioned.

Witness my hand and seal, this 24<sup>th</sup> day of January A.D. 1846.

*A. K. K. Green Notary Public*



A. B. Patton  
P. & D. Deed of Trust  
J. E. Smith  
To secure  
Robinson & Withers

Filed for Record for February 12<sup>th</sup> AD 1846 at 9 am.  
Recorded March 3<sup>rd</sup> AD 1846.

"Merchants Deed of Trust"

This Deed of Trust made this eighth day of February A.D. 1846. Witnesseth: that whereas A.B. Patton a farmer in Madison Co. Miss. party of the first part, is indebted to Robinson & Withers Merchants at Bolton Miss. in the sum of \$369<sup>77</sup>/<sub>100</sub>. Three Hundred Sixty Nine & 77/100 Dollars, on account made prior to above date, and whereas said party of first part expect said Robinson & Withers to advance Three hundred dollars, money supplied and merchandise during the year 1846, and whereas said party of the first part agreed to secure the payment of said sum, as also any further amounts that may be advanced as aforesaid and not mentioned herein, that the party of the first part, in consideration of the premises, as well as for ten dollars to them paid by J. E. Smith Trustee, does hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi and described as follows: my entire interest in all the crops of Cotton, corn & other agricultural products raised by me, and any employee under me during the year 1846, in land belonging to Mr. Noah Thompson or any other land I or my hands may cultivate during said year of 1846. also one large bay horse mule named Charlie and all the plows & plow gear, also my saddle & bridle and all farming implements I now own or may own during said year of 1846, the title to which unto said Trustee, or my successor, warrant and agree forever to defend, in trust, however, that if said party of the first part shall, in or before the day of Jan'y 1847 pay what may be due said Robinson & Withers or their legal agent, as aforesaid, and all costs incurred on account of this deed, then this deed to be void, but if default is made in said payments the Trustee shall take possession of said property, and having given ten days notice of the time, place and terms of sale, by posting in three public places in Madison Co. Miss. may sell said property or a sufficiency thereof, to make said payments, for cash, at public auction at Bolton Madison Co. Miss. and said Robinson and Withers or their legal representative, can at any time they may desire, appoint a trustee in the place of said J. E. Smith or any succeeding Trustee, and should the Trustee at any time believe said property, or my part thereof endangered as a security

for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid; but until demanded by the Trustee for either of the purposes aforesaid said party of first part can hold the same  
 In testimony whereof, said A.B. Patton has hereunto set his hand and seal on the date above written.

A.B. Patton

The State of Mississippi }  
Kosciusko County }

This day personally appeared before me, the undersigned a Justice of the Peace in and for said County, A. B. Patton and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, at the time therein named, as his act and deed.

Witness my hand and seal of Office, this 9th day of February AD 1846.

J. M. Black J.P.

Madison Simpson  
To & Dd of Trust  
W. S. Gordon Trustee  
To secure  
Pope and Buford

Filed for Record February 12<sup>th</sup> AD 1846 at 9 am.  
Recorded March 3<sup>rd</sup> AD 1846.

This Deed of Trust and agreement made this 11 day of AD 1846, witnesseth, that whereas Madison Simpson party of the first part is indebted to Pope & Buford Merchants Pickers in the sum of Two Hundred Dollars as evidenced by his promissory note bearing even date herewith and due November 1<sup>st</sup> 1846, and whereas said party of the first part expect said Pope & Buford to advance him money, supplies and merchandise during the year 1846, and whereas said party agreed to secure the payment of said sum, as also any amount that may be advanced as aforesaid, that the party of the first part, in consideration of the premises as well as for ten dollars to him paid by W. S. Gordon Trustee, does hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: One Bay Mare Mule bought of Rev. Mr. Harrington two milk cows & calves one Heifer, Yearling, together with all of the crops of Corn, fodder Cotton, and anything else raised by said Madison Simpson the present year.

20

together with that of his family and employees, the title to  
which unto said Trustee or my successor, he warrants and agrees  
forever to defend. I trust however that if said party shall  
on or before the 1<sup>st</sup> day of November 1846, pay what may be due  
said Rose & Buford, as aforesaid and all costs incurred on ac-  
count of this deed, then this deed to be void, but if default  
is made in said payment the Trustee shall take possession  
of said property and then having given 10 days notice of the  
time place and terms of sale by posting in three public places in  
said County sell said remaining property, or a sufficiency thereof  
to make said payments for cash, at public auction at Pickens  
Station, Holmes County Miss. and said Rose and Buford or their  
legal representation can, at any time they may desire, appoint a  
trustee in place of said W. S. Gordon or any succeeding trustee, and  
should the trustee at any time felonize said property or any part there-  
of endangered as a security for said payments he shall take the  
same into his possession and hold till said payments are made  
or till said property is sold as aforesaid but until demanded by the  
Trustee for either of the purpose aforesaid, said party of the first  
part can hold the same.

In testimony whereof said parties have hereunto  
set their hand and seal,

Madison <sup>his</sup> Simpson <sup>Seal</sup>  
W. S. Gordon <sup>Seal</sup>  
Rose & Buford <sup>Seal</sup>

The State of Mississippi  
(Holmes County)

Personally appeared before me John  
Karl Mayor of Pickens & ex officia J. P. in and for said County  
the within named Madison Simpson who acknowledged that he  
signed sealed and delivered the foregoing Deed of Trust and  
agreement, and at the time herein named as his act and deed.

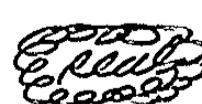
Given under my hand & seal of office this 11<sup>th</sup>  
day of February 1846.

John Karl <sup>Seal</sup>  
Mayor & ex officio J. P.

Viola Luckett } Filed for Record February 12<sup>th</sup> A.D. 1846 at 3 P.M.  
 To Deed of Conveyance } Recorded March 3<sup>rd</sup> A.D. 1846.  
 Harry D. Priestly }

In consideration of Five Hundred Seventy Six  
 and  $\frac{33}{100}$  (\$576.32) Dollars, whose receipt is hereby acknowledged  
 I have sold and do hereby grant, bargain and sell alien and  
 convey unto Harry D. Priestly that land in the County of  
 Madison and State of Mississippi, described as thirteen acres  
 off of the south side of the north half of the East half of  
 the North West fourth, and thirteen acres off of the South  
 side of the North half of the West half of the North East fourth  
 and eight and seven tenths acres in the south west portion  
 of the North half of the East half of the North East fourth,  
 and seven and six tenths acres in the North West corner of  
 the south half of the East half of the North East fourth  
 and fourteen and eighty seven one hundredths acre on the North  
 side of the South half of the West half of the North East fourth  
 and fourteen and eighty seven one hundredths acre on the  
 North side of the South half of the east half of the North West  
 fourth of section thirteen, Township Nine of Range two east,  
 containing Seventy Two and four one hundredths acre as  
 surveyed and platted by William L. Love. To have and to  
 hold the said land, with all its improvements and appur-  
 tenances, unto the said Harry D. Priestly, and his heirs  
 and assigns forever, and I do hereby on the part of my-  
 self, my heirs, executors and administrators, covenant to and  
 with the said Harry D. Priestly his heirs and assigns, that  
 I and they will warrant and forever defend the title to the  
 said land against the claim or claims of any and all per-  
 sons whomsoever, claiming or to claim the same whether in  
 law or equity.

In testimony of all which I have hereto set  
 my hand and seal on this 9<sup>th</sup> day of Feby  
 A.D. 1846

Viola Luckett 

State of Mississippi  
 Warren County

Personally appeared before me, a  
 Justice of the Peace for said County and State Mrs. Viola  
 Luckett, who acknowledged that she signed, sealed and de-  
 livered the foregoing instrument on the day and year therein

written as her act and deed for the consideration uses and purposes therein named.



Given under my hand and seal this 9<sup>th</sup>  
day of Feby. 1846.

Lay Lindsay J.P.

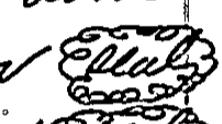
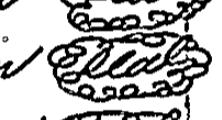
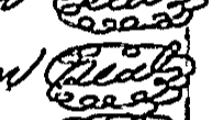
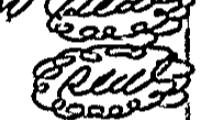
Simon Jackson & others To Deed of Trust R. B. Battle Trustee To secure Robinson & Stevens	Filed for Record February 12 <sup>th</sup> A.D. 1846 at 9 a.m. Recorded March 4 <sup>th</sup> A.D. 1846.
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This Deed of Trust, made this 10<sup>th</sup> day of Feby. A.D. 1846. Witnesseth: that whereas Simon Jackson Wilson Jackson Wash Jackson and Aaron Bradley of Madison County, partie of the first part, are indebted to Robinson & Stevens of the City of Jackson, in the sum of Two Hundred and fifty Dollars, on open account and whereas said partie of first part expect said Robinson & Stevens to advance One Thousand Dollars, money supplies and merchandise during the year 1846: and whereas said partie of the first part agreed to secure the payment of said sum, as also any further amounts that may be advanced as aforesaid and not mentioned herein, that the partie of the first part, in consideration of the premises as well as for ten dollars to them paid by R.B. Battle Trustee do hereby bargain sell and convey to said Trustee the property being in Madison County, Mississippi and described as follows: 1 Sorrel Mare, 1 Bay horse mule, 1 Gray Mule, 1 Gray bank Mule, 1 Bay Mare Mule, 1 Blk. Mare Mule, all stock of Cattle, Hogs & farming implements, 2 Wagons, all crops of Cotton, Corn and other agricultural products, raised by us during the year 1846, the title to which unto said Trustee or any successor, warrant and agree forever to defend, in trust however, that if said partie of the first part, shall on or before the 1<sup>st</sup> day of November 1846, pay what may be due said Robinson & Stevens as aforesaid and all costs incurred on account of this deed, then this deed to be void, but if default is made in said payments the trustee shall take possession of said property, and having given ten days notice of the time place and terms of sale, by posting in three public places in said County sell said property or a sufficiency thereof, to make

said payments, for cash, at public auction, at City Hall door Jackson and said Robinson & Sturte or their legal representation, can at any time they may desire, appoint a trustee in the place of R. B. Battle or any succeeding Trustee, and should the trustee at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid, but until demanded by the Trustee for either of the purposes as aforesaid, said parties of first part can hold the same.

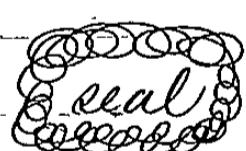
In testimony whereof said Simon Jackson, Wilson Jackson, Wash Jackson, Aaron Bradley have hereunto set their hands and sealed on the date above written,

Witness J. A. Kaueler  
C. G. Redfield

Simon <sup>his</sup> X Jackson <sup>mark</sup>   
Wilson <sup>his</sup> X Jackson <sup>mark</sup>   
Wash <sup>his</sup> X Jackson <sup>mark</sup>   
Aaron <sup>his</sup> X Bradley <sup>mark</sup> 

The State of Mississippi }  
Yazoo County }

This day personally appeared before me, the undersigned Chancery Clerk in and for Yazoo County, Simon Jackson, Wilson Jackson, Wash Jackson, Aaron Bradley, and acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, at the time herein named, as their act and deed.



Witness my hand and seal of Office, this  
10<sup>th</sup> day of Feb'y. AD 1846.

J. P. Ratliff Clerk.  
By J. A. Kaueler D.C.

R. R. Glick      } Filed for Record February 12<sup>th</sup> AD 1846 at 2 P.M.  
To } Deed of Trust      } Recorded March 4<sup>th</sup> AD 1846.  
W. B. Cunningham }

"Agreement and Deed of Trust"  
This agreement and Deed of Trust made and entered into this 11<sup>th</sup> day of February 1846, between W. B. Cunningham Agent of Garber Richards & Co. of Chicago and R. R. Glick of Calhoun Station, Mississippi. Witnesseth; that the said Cunningham has this day rented to said Glick the plantation known as the "Fairview Place" situated in Madison

County, Miss. for the year 1876. for which the said Glick  
 agrees to pay as rent for said place Five (5) Bales of Cotton  
 of the first of the crop of 1876. each of said Bales to be baled  
 in good order, and to weigh on an average five hundred pounds  
 each (500\* each) and to be delivered at Calhoun Station to  
 said Cunningham on or before the 15<sup>th</sup> of December 1876.  
 and further as part of the rent of said land the said R.R.  
 Glick agrees to pay the taxes of said place for the year 1876  
 and to pay all of said Taxe due on said place for the year  
 1876. on or before the 15<sup>th</sup> of December 1876. and give the  
 tax receipt to said Cunningham, and it is further agreed by  
 said parties, that said Cunningham is to sell said Cotton  
 at the market price. as soon as received. and if said Cotton  
 brings more than \$300. then said Cunningham is to pay  
 said surplus over \$300. back to said Glick and it is also  
 further agreed that if said Cotton shall bring less than \$300  
 at the market price then said Glick is to pay to said Cunningham  
 enough Cotton in addition to the said five bales  
 to make the amount of \$300. at the same price at which the  
 other Cotton sold. and whereas the said W.B. Cunningham  
 desires to secure the payment of the rent and also the prompt  
 payment of the taxes aforesaid and the faithful performance  
 of this contract. and to that end. in addition to the lien given  
 by the Statutes of this State I the said Glick agree and cov-  
 ernent that all the crops of corn. Cotton. and other products raised  
 on said land in the year 1876. &c and the same is hereby  
 mortgaged. and pledged and subjected to a lien in favor  
 of the said W.B. Cunningham for the payment of said rent  
 and taxes aforesaid. and the faithful performance of this  
 Contract. And I bind myself (the said Glick) to cultivate. gather  
 put into marketable condition as soon as practicable my  
 whole crop of Cotton. and deliver as fast as baled to said W.B.  
 Cunningham to be sold by him in market and the net proceeds  
 to be applied by him to payment of my indebtedness to him.  
 viz: the said 5% and taxes aforesaid Now if I should in all  
 things comply with my obligations aforesaid. then this Deed to  
 be void. But if I fail to comply with the conditions thereof. then  
 it is agreed that J. B. Cunningham acting as Trustee and Agent  
 of both contracting parties herein. is authorized and empow-  
 ered to seize all the property above enumerated. and to sell the  
 same by public or private sale. at such time and place as he

may see fit, to pay any amount due on this contract, and any balance left, after satisfying the debt to paid over to said R.R. Glick. And the said Trustee is further empowered to employ labor to pick the Cotton, in case I fail to do so, at the proper time charging us for the same.

Given under my hand and seal this 11<sup>th</sup> day  
of February 1846.

R. R. Glick

W.B. Birmingham

so far as agreement is concerned

The State of Mississippi }  
Madison County }

This day personally appeared before  
me S.S. Jeffrey Chancery Clerk in and for said County, the  
within named R. R. Glick, and acknowledged that he  
signed, sealed, and delivered the foregoing for the purpo-  
se set forth.

Given under my hand and seal this 12<sup>th</sup>  
day of February 1846.

Recd

S.S. Jeffrey Clerk  
By E. H. Lutwiler D.C.

T. B. Baker  
To Deed of Trust  
J. B. Virden Trustee  
To secure  
Edw S. Virden

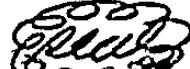
Filed for Record February 16<sup>th</sup> AD 1846 at 11 a.m.  
Recorded March 4<sup>th</sup> AD 1846.

This Indenture, made and entered into between  
T. B. Baker of the first part, Edwin Virden and Samuel Virden  
doing business in name and style of E & S. Virden, of the sec-  
ond part, and John B. Virden, Trustee, of the third part, witness-  
eth: That the party of the first part convey the property hereinafter  
mentioned for and in consideration of a balance due on ac of 1845,  
of some 500 Dollars, and for the further consideration that the parties  
of the second part have agreed to advance to him, during the pres-  
ent year, money and supplies, to aid in raising and producing  
the crop herein conveyed, to an amount which the said parties  
of the second part shall deem it safe in so doing, not exceed-  
ing however the sum of One thousand Dollars (\$1,000  $\frac{1}{2}$ ), which  
said advances are to be due and payable to the said parties of the

second part, at their store in Jackson, Mississippi, on the first day of November A.D. 1846. Now therefore, in consideration of the aforesaid premises, the said T. B. Baker party of the first part, hereby gives, grants, bargains, sells and conveys unto the said party of the third part, as Trustee, the following property: the land lying and being in the County of, and the personalty being situated therein to wit: One Sorrel horse. One bay Mare. One Sorrel horse. One Iron Gray Horse. Two cows. One Thimble Skin wagon. One black Horse Mule. 1 Mule & horses. 2 head of cattle, now owned by the party of the first part, and being on and used by said party of the first part, on Virden plantation, in said County, and wherein he resides, also all the crop of cotton, fodder and corn which may be raised during the year 1846, on said plantation, and if any part of said plantation shall be leased to other parties, then all the rents and all the securities therefor, which said party of the first part may have, or take, or in anywise be entitled to. And the party of the first part agrees and contracts with the said Trustee, that he will take good care of, and protect said personal property, and will not dispose of or remove the same, until the debt herein secured shall be fully paid off and discharged. And further, that the said party of the first part will plant said plantation, or fifty three acres thereof, in corn and cotton, and will cultivate the same, and gather in due time the crops so produced; and if the said parties of the second part shall deem that their security hereunder are endangered by the failure of the party of the first part to cultivate and gather, and prepare for market, said crop, then said Trustee, at the request of the parties of the second part, may employ labor to cultivate, gather and prepare for market said crop, and the expenses thereby incurred shall be a lien on said crop, and entitled to satisfaction out of the same before the advance herein made, and if said expenses shall be paid by E & S. Virden their rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the party of the third part shall take possession of and sell said crop, and personalty, to pay said debt or advances, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said party of the first part shall sell or dispose of or remove any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at Auction, and for cash either on the premises or in the city of Jackson on ten days Notice thereof, made by posting said notice in three public places.

in said City. it is further understood and agreed, that if said Trustee shall die or remove from the County, or otherwise neglect to act. G. T. S. Virden the said parties of the second part may by a writing under their hands and seals appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part, and if said parties of the second part. G. T. S. Virden shall die, their executor or Administrator shall have the same power of appointment. If a sale is made the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating gathering or preparing said crop for market, then to the said debt, and the surplus, if any to said party of the first part.

Witness our hands and seal this 14<sup>th</sup> day of February 1846.

P. B. Baker   
mark

The State of Mississippi  
Vide. County  
City of Jackson

This day personally appeared before me Notary Public of the City of Jackson County State aforesaid P. B. Baker and acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed, on the day of its date, and for the purposes therein mentioned.

Witness my hand and seal, this 14<sup>th</sup> day of February A.D. 1846.

J. H. R. Green  
Notary Public

G. Mathews  
P. D. Deed of Trust  
P. B. Batt Trustee  
To secure  
Robinson & Stevens

Filed for Record February 24<sup>th</sup> AD 1846 at 8 A.M.  
Recorded March 6<sup>th</sup> AD 1846.

"Merchandise Deed of Trust"

This Deed of Trust made this 23<sup>rd</sup> day of Feb'y AD 1846. Witnesseth, that whereas, George Mathews of Madison County party of the first part is indebted to Robinson & Stevens in the sum of Dollars on open account, and, whereas said party of first part expect said Robinson & Stevens to advance Three Hundred Dollars

money, supplies and merchandise during the year 1846, and where-  
as said party of the first part agreed to secure the payment of  
said sum, as also any further amount that may be advanced as  
aforesaid, and not mentioned herein, that the party of the first part  
in consideration of the premises as well as for ten dollars to him paid  
by R. B. Batt. Trustee, does hereby bargain, sell and convey to said  
Trustee the property being in Madison County, Mississippi and de-  
scribed as follows: One bay horse Mule, One Sorrel Mare Mule, one  
two horse wagon, all crops of cotton, corn and other agricultural  
products raised by me during the year 1846, all farming implements  
all stock of hogs, cattle on the place, the title to which unto said Trus-  
tee or any successor warrants and agree forever to defend, in trust  
however, that if said party of the first shall, on or before the first  
day of Novr 1846, pay what may be due said Robinson & Stevne  
as aforesaid, and all costs incurred on account of this deed, then this  
deed to be void, but if default is made in said payment, the Trus-  
tee shall take possession of said property, and having given ten days  
notice of the time, place and time of sale, by posting in three public  
places in said County, sell said property or a sufficiency thereof to make  
said payment, for cash, at public auction at City Hall door in Jack-  
son, and said Robinson & Stevne or their legal representative, can  
at any time they may desire, appoint a trustee in the place of  
R. B. Batt, or any succeeding Trustee, And should the Trustee at  
any time believe said property, or any part thereof endangered  
as a security for said payment, he shall take the same into his  
possession and hold till said payment are made, or till said  
property is sold as aforesaid, but until demanded by the trustee  
for either of the purposes as aforesaid, said party of first part  
can hold the same.

In testimony Whereof, said Geo. Mathews has hereto  
set his hand and seal, on the date above written.  
Witness J. A. Kaufer

*Geo<sup>x</sup> Mathews* 

The State of Mississippi  
Kosciusko County

This day personally appeared before me  
the undersigned Chancery Clerk in and for Kosciusko County Geo.  
Mathews of Madison County, and acknowledged that he  
signed, sealed and delivered the foregoing Deed of Trust  
at the time therein named as his act and deed.

Witness my hand and seal of Office

This 23<sup>rd</sup> day of Feby. A.D. 1846.

W. J. Battiff Clerk.

By J. A. Kaufer D.C.

*Seal  
Received*

Henry Lee  
P. O. Deed of Trust  
R. B. Batt Trustee.  
To secure  
Robinson & Stevens

Filed for Record February 24<sup>th</sup> A.D. 1846 at 8 A.M.  
Recorded March 9<sup>th</sup> A.D. 1846

"Merchant's Deed of Trust"

This Deed of Trust made this 21<sup>st</sup> day of February A.D. 1846. Witnesseth: That whereas Henry Lee of Madison County, party of the first part is indebted to Robinson & Stevens of Jackson Miss. in the sum of One Hundred Dollars, on Note & open account; and whereas, said party of first part expect said Robinson & Stevens to advance One Hundred & Fifty Dollars money, sufficient and much and all during the year 1846. and whereas said party of the first part agreed to secure the payment of said sum.. as also any further amount that may be advanced as aforesaid and not mentioned herein. that the party of the first part, in consideration of the premises as well as for ten dollars to him paid by R. B. Batt Trustee, does hereby bargain sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: One Dark Bay Horse Mule named Sam. all crops of Corn, Cotton and other agricultural products raised by me during the year 1846. all stock of Cattle hogs &c. and farming implements the title to which unto said Trustee or any successor, warrants and agrees forever to defend, in trust however, that if said party of the first part shall, on or before the 1<sup>st</sup> day of Nov. 1846, pay what may be due said Robinson & Stevens as of record and all costs incurred on account of this deed, then this deed to be void; but if default is made in said payments the Trustee shall take possession of said property, and having given 10 days notice of the time, place and terms of sale, by posting in three public places in said County, sell said property or a sufficiency thereof, to make said payments, for Cash, at public Auction, at City Hall Jackson and said Robinson & Stevens or their legal representative, can, at any time they may desire, appoint a trustee in the place of

R. B. Battle or any succeeding Trustee, and should the Trustee at any time believe said property, or any part thereof indamaged as a security for said payment, he shall take the same into his possession and hold till said payment are made, or till said property is sold as aforesaid, but until demanded by the Trustee for either of the purposes as aforesaid, said party of first part can hold the same.

In testimony Whereof, said Henry Lee has hereunto set his hand and seal on the date aforesaid written  
Witness J. A. Kausler

Henry Lee <sup>his</sup> mark 

The State of Mississippi  
Madison County

This day personally appeared before me, the undersigned Clerk of Chancery Court in and for Madison Co. 1<sup>st</sup> District, County, Henry Lee, and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust at the time therein named, as his act and deed.

Witness my hand and seal of Office, this 21<sup>st</sup>  
day of February AD 1876.

W. P. Ratliff Clerk  
By J. A. Kausler D.C.

John Campbell  
P. O. Box of Trust  
R. B. Battle Trustee  
To secure

Robinson & Stevens

Filed for Record February 24<sup>th</sup> AD 1876 at 8 AM.  
Recorded March 11<sup>th</sup> AD 1876

"Merchants Deed of Trust"

This Deed of Trust made this 23 day of February AD 1876. Witnesseth, that whereas John Campbell of Madison County party of the first part is indebted to Robinson & Stevens of Jackson Miss. in the sum of One Hundred & Fifty Dollars, in open account and note for One hundred & Twenty five Dollars, and whereas, said party of first part, expect said Robinson & Stevens to advance Five Hundred Dollars, money supplies and Merchandise during the year 1876, and whereas said party of the first part agreed to secure the payment of said sum as also any further amounts that may be advanced as aforesaid and not mentioned herein, that the party of the first part, in consideration of the premises as well as for ten dollars to him

paid by A. B. Batt Trustee doce hereby bargain sell and convey to  
 said Trustee the property, being in Madison County, Mississippi,  
 and described as follows: One Bay Mare Mule named Buck,  
 1 cow & yearling Calf. One Bay horse mule, all crops of Cotton  
 Corn & other agricultural products raised by me during the year  
 1876, all farming implements all stock of cattle & hogs, the title  
 to which, unto said Trustee or any successor, warrants and agree for  
 ever to defend, in trust, however, that if said party of the first  
 part shall, on or before the 1<sup>st</sup> day of Nov. 1876, pay what may  
 due said Robison & Stevens as aforesaid, and all costs incurred  
 on account of this deed, then this deed to be void, but if de-  
 fault is made in said payment, the Trustee shall take pos-  
 session of said property, and having given 10 days notice of  
 the time, place and terms of sale, by posting in three public  
 places in said County, sell said property or as sufficiency there-  
 of, to make said payments, for cash, at public auction, at the  
 City Hall doo in Jackson, and said Robison & Stevens or their  
 legal representative, can, at any time they may desire, appoint a  
 trustee in the place of R. B. Batt, or any succeeding Trustee,  
 And should the Trustee at any time believe said property or any  
 part thereof endangered, as a security for said payment, he  
 shall take the same into his possession and hold till said  
 payment are made, or till said property is sold as aforesaid  
 but until demanded by the Trustee for either of the purpose as  
 aforesaid, said party of first part can hold the same,

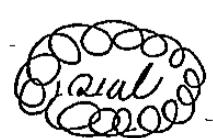
In testimony whereof said Mr. Campbell has hereunto set  
 his hand and seal on the date above written,

Witness J. A. Kausler

Mr. Campbell 

The State of Mississippi }  
 Lincoln County }  
 This day personally appeared before me

the undersigned a Chancery Clerk, in and for Lincoln County, Mr.  
 Campbell and acknowledged that he signed sealed and de-  
 livered the foregoing Deed of Trust, at the time therin named  
 as his act and deed,



Witness my hand & seal of Office this 23<sup>rd</sup> day of July, AD 1876,

W. T. Rattiff Clerk.

By J. A. Kausler D.C.

O. A. Luckett Jr.  
 Lucy Luckett  
 Viola Luckett  
 Mary G. Luckett and  
 Sherrard Luckett  
 her husband  
 Partition Deed

} Filed for Record February 12<sup>th</sup> AD 1876 at 9.30 AM  
 Recorded March 11<sup>th</sup> AD 1876

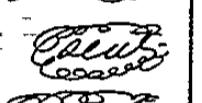
This Deed of Partition executed by Oliver A. Luckett junior, Viola Luckett, Lucy Luckett, Mary G. Luckett and Sherrard G. Luckett, her husband who joins for conformaty is to witness, that whereas the said parties are the owners as tenants in common of all the lands hereinafter described, and desire by this deed to evidence a partition thereof, which has been agreed upon between them, and thus to ascertain the interest of each of them, in severalty, in said lands, now therefore the premises considered, and for the consideration moving to each by the attainment and conveyance to him or her of his or her several interest, the said parties have renounced, released and forever quitclaimed to the said Oliver A. Luckett junior that land in the County of Madison and State of Mississippi described as commencing at a stake fifty feet west of the centre of the track of the Mississippi Central Rail Road where the line running East and West dividing Section thirteen, Township Nine, Range two East, in half, crosses said Rail Road, thence West Seven hundred and forty six feet, thence North thirteen hundred and fifty feet, thence North eighty four degrees east, to Caesar Luckett's corner, thence North, Seventy six degrees and thirty minutes East to the right of way of said Rail Road, thence along said Right of Way to the point of beginning, said land lying partly in Section thirteen, Township Nine, Range two east, and partly in Section eighteen, Township Nine, Range three East, and containing thirty one and one tenth acre as surveyed and platted by William C. Lovell, and unto the said Lucy Luckett that land in said County and State, described as the South West fourth and the West half of the South East fourth, and sixteen acres off of the West side of the North half, of the East half of the South East fourth and fourteen acres off of the West side of the South half of the South East fourth in Section twelve, and twenty eight and eight tenths acres off of the North side of the North half of the East half of the North West fourth, and twenty eight and eight tenths acres off of the North side of the North half of the West

half of the North East fourth, and sixteen and two thirds acres  
on the North and West side of the North half of the East half  
of the North East fourth of section thirteen, Township Nine, Range  
two. East containing three hundred and thirty nine and nine one  
hundredths acres as surveyed and platted by William B. Lovr.  
And unto the said Mary B. Luckett that land in said County  
and state described as twelve acres West of the Mississippi  
Central Rail Road off of the North side of the North half of  
the East half of the South East fourth, and ten and nine  
tenths acres in the south west portion of the South half of  
the East half of the North East fourth, and twenty five acres  
on the South end of the West half of the North East fourth,  
and twenty five acres off of the south end of the East half  
of the North West fourth of section thirteen, Township Nine, Range  
two east. Containing seventy two and nine tenths acres as sur-  
veyed and platted by William B. Lovr. and unto the said Viola  
Luckett that land in said County and State. Described as thir-  
teen acre off of the south side of the North half of the East  
half of the North West fourth and thirteen acres off of the  
South side of the North half of the West half of the North East  
fourth, and eight and seven tenths acres off of the south  
west portion of the North half of the East half of the North East  
fourth and seven and six tenths acre in the North West corner  
of the South half of the East half of the North East fourth  
and fourteen and eighty seven one hundredths acre on the  
North side of the South half of the West half of the North East  
fourth and fourteen and eighty seven one hundredths acre on  
North side of the South half of the East half of the North west  
fourth, of section thirteen, Township Nine, range two east, contain-  
ing seventy two and four one hundredths acre as surveyed  
and platted by William B. Lovr. To have and to hold the said  
several parcels of land to said parties, severally, and to the  
heirs of said parties, respectively, in the order and as particu-  
larized hereinbefore. all the aforesaid parcels of land were for-  
merly the property of Justice Luckett deceased, and descen-  
ded to his heirs whose interest was bought by Nancy M. Luck-  
ett and the said Lucy Luckett who owned as tenants in com-  
mon to the date of the death of the said Nancy M. Luckett,  
and as her devisee the partie to this deed, now except that  
the said Lucy Luckett owned a part in her own right and  
part as one of said devisee, and except said Sherrard Luckett

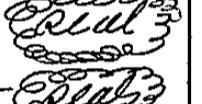
and this deed is in adjustment of these diverse claims, and for division. And the parties to this deed for themselves, their heirs, executors and administrators covenant each to and with the other to warrant and forever defend the title to the aforesaid parcels of land, severally, to the party to whom they are severally hereinbefore conveyed free from the claim or claims of any and all persons claiming by, through, or under them. Three interlineations before execution hereof.

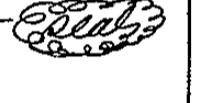
Witness the hands and seals of the said parties hereto set on this the ninth day of February, Anno Domini 1876.

Oliver A. Luckett Jr. 

Viola Luckett 

Lucie Luckett 

Mary B. Luckett 

Sherrod G. Luckett 

State of Mississippi } ss.  
Warren County }  
Madison County } scd.

Personally appeared before me a Justice of the Peace for said County & State, Mrs Viola Luckett, who acknowledged that she signed, sealed and delivered, the foregoing instrument on the day and year therein written as her act and deed for the consideration uses and purposes therein named.

Given under my hand and seal this 9<sup>th</sup> day of February 1876.

Laz. Lindsey Jr.

The State of Mississippi }  
Madison County scd. }

Personally appeared before me Singleton Garrett a justice of the Peace in and for said County and State the within named Oliver A. Luckett junior, Sherrod G. Luckett and Mary B. Luckett his wife and Lucie Luckett who acknowledged that they severally signed sealed and delivered the foregoing deed on the day and year therein mentioned as their and each of their act and deed. And the said Mary B. Luckett, on a ~~private examination~~ separate and apart from her said husband acknowledged that she signed sealed and delivered the said deed on the day and year and for the purpose therein mentioned, as her voluntary act and deed freely without any fear, threat or compulsion of her said husband.

Given under my hand and seal this the 12<sup>th</sup> day of February AD 1876

Singleton Garrett Jr. 

Benj. F. Harrison Sr  
and Wife Maria  
Pds Deed of Gift  
Benj. F. Harrison Jr.

Filed for Record February 14<sup>th</sup> A.D. 1846 at 2 P.M.  
Recorded March 11<sup>th</sup> A.D. 1846.

"Deed of Gift"

This Indenture made this 9<sup>th</sup> day of February A.D. 1846, between  
B. F. Harrison Sr. and Maria Harrison his wife of the County  
of Madison and State of Mississippi, of the first part, and Ben-  
jamin F. Harrison Jr. their son of the second part. Witnesseth  
that the said B. F. Harrison Sr. & wife Maria for and in consid-  
eration of the natural love and affection which they bear unto  
the said B. F. Harrison Jr. by these presents do give, grant,  
alien, enfeoff and confirm unto the said B. F. Harrison Jr. his  
heirs and assigns forever, all the following described real  
estate situated in the County of Madison & State aforesaid to wit:  
a certain lot of land commencing at the N. E. corner of the S.W. 1/4  
of Rec 27, Township 11, Range 3 East, running thence West  
420 feet, thence South 210 feet, thence East 420 feet, thence  
North 210 feet to point of beginning containing, 2 acres more  
or less, together with all and singular the tenements, heredita-  
ments, and appurtenances thereto belonging or in any wise  
appertaining, and the servitudes and reversions, remainder and  
remainders, rents, issues and profits thereof, and all the es-  
tate, right, title, interest, property, claim and demand whatever  
of the said parties of the first part, of, in and to the said  
premises, with the appurtenances, and every part thereof, to have  
and to hold all and singular the above granted premises with  
the appurtenances unto the said Benjamin F. Harrison Jr.  
his heirs and assigns forever.

In Testimony whereof the said parties of the  
first part have hereunto set their hands and  
seals the day and year first above written

B. F. Harrison  
Mariah <sup>her</sup> mark Harrison

State of Mississippi  
Madison County

Personally appeared before the under-  
signed a Justice of the Peace in and for said County, the  
within named Benj. F. Harrison who acknowledged that he  
signed sealed and delivered the foregoing Deed of Deed of Con-  
veyance on the day and year therein mentioned as his act.

and deed, also appeared Mariah Garrison wife of said B. F. Garrison who after being examined privately and apart from her said husband acknowledged that she signed, sealed and delivered the foregoing deed as her voluntary act and freely and for the purpose therein specified without any fear threat or compulsion of her said husband.

Given under my hand and seal this the 9<sup>th</sup> day of Feb. 1846.

S. R. Hargan J. P. Seal

Steven Jones  
P. O.  
Isidor Schirartz  
To secure  
J and B. Kart

Filed for Record February 18<sup>th</sup> A.D. 1846 at 8 a.m.  
Recorded March 11<sup>th</sup> A.D. 1846

"Merchants Deed of Trust"

This Deed of Trust made this 16<sup>th</sup> day of February A.D. 1846; Witnesseth; that whereas Steven Jones with Washington Bratt security party of the first part is indebted to J & B. Kart Merchants of the city of Jackson Miss. in the sum of One Hundred & fifty Dollars, on Supplies for this year with above date, and whereas, said party of first part expect said J & B. Kart. to advance him, supplies and merchandise during the year 1846, and whereas said party of the first part agreed to secure the payment of said sum, and also any further amount that may be advanced as aforesaid and not mentioned herein, that the party of the first part, in consideration of the premises as well as for ten dollars to paid by Trustee, does hereby bargain sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows: One Sorrel Horse, One Cow & Calf and all agricultural products which he might raise the present year on the Ridley Hill place in said Co. the title to which unto said Trustee or any successor, warrant and agree forever to defend, in trust; however, that if said party of the first part shall, in or before the 1<sup>st</sup> day of October, 1846, pay what may be due said J & B. Kart of the Jackson Miss. Miss County, as aforesaid, and all costs incurred on account of this deed, then this deed to stand; but if default is made in said payment, the Trustee shall take possession of said property, and having given ten days notice of the time, place and terms of sale, by posting

in three (3) different public place. sell said property or a sufficiency thereof, to make said payment for Cash, at public auction, at any place J. & B. Hart might select and said J. & B. Hart or their legal representative, can, at any time they may desire, appoint a trustee in the place of Isidore Schwartz the present trustee or any succeeding Trustee. And should the Trustee at any time believe said property, or any part thereof endangered as a security for said payment, he shall take the same into his possession and hold till said payment are made, or till said property is sold as aforesaid, but until demanded by the Trustee for either of the purposes aforesaid, said party of first part can hold the same.

As testimony whereof, said Steven Jones has hereunto set his hand and seal on the date above written.

Steven <sup>his</sup> ~~mark~~ Jones <sup>Seal</sup>

The State of Mississippi } ss.  
Kosciusko County }

This day personally appeared before me, the undersigned, a Justice of the Peace in and for Kosciusko County, Steven Jones and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust at the time therein named, as his act and deed.

Witness my hand and seal of Office this  
16<sup>th</sup> day of February AD 1846.

J. B. Boyd Jr. 

Lucy Luckett } Filed for Record February 15<sup>th</sup> AD 1846 at 11 AM  
Per Deed in Trust } Recorded March 11<sup>th</sup> AD 1846.  
A. W. Stanford

I, witness, do hereby certify that the Indenture made and entered into this the 14<sup>th</sup> day of February AD 1846, by and between Lucy Luckett of the first part and A. W. Stanford of the second part and M. D. Johnson of the third part is to witness. That for and in consideration of the sum of ten dollars this day paid by the party of the second part to the party of the first part, the said party of the first part, doth by these presents bargain sell and convey unto the said second party the following described tract or parcels of ground, lying and being in the County of Madison, and State of Mississippi and better described as

Mississippi  
Dec 17th 1872  
J. H. Stanford  
Treasurer

follows viz: S W  $\frac{1}{4}$  & N  $\frac{1}{2}$  S E  $\frac{1}{4}$  + 16 acres on the West side  
 of N  $\frac{1}{2}$  S  $\frac{1}{2}$  S E  $\frac{1}{4}$  + 14 acres on the West side of S  $\frac{1}{2}$  S E  $\frac{1}{4}$   
 all in Sec 12 + 28  $\frac{8}{10}$  acres on North side N  $\frac{1}{2}$  S  $\frac{1}{2}$  N W  $\frac{1}{4}$  + 28  $\frac{8}{10}$   
 acres on N. side. N  $\frac{1}{2}$  W  $\frac{1}{2}$  N E  $\frac{1}{4}$  + 16  $\frac{2}{3}$  acres on N + N side of  
 N  $\frac{1}{2}$  S  $\frac{1}{2}$  N E  $\frac{1}{4}$  sec 13. all in Township Nine Range 7 East  
 containing 339. 09 $\frac{1}{100}$  acres by the same more or less. to have and  
 to hold the same unto him the said second party and his  
 heirs and assigns forever, together with all tenements, ap-  
 pertinences & hereditaments thereto belonging. but this convey-  
 ance is made upon the following time and conditions.  
 Whereas the said first party hath this day borrowed from the  
 said third party, the sum of Five hundred and Sixty Dol-  
 lars and hath given therefor her certain promissory note in  
 writing of even date herewith, and due twelve months after  
 the date thereof, and bearing interest from the maturity there-  
 of at the rate of ten per cent per annum. Now if when said  
 note shall be due, it shall be promptly paid, then this  
 deed in trust to be null & void, but if not so paid, then  
 the said second party, or in the event of his failure from any  
 cause to act, then anyone whom the holder of said note shall  
 request to act, shall sell said property herein conveyed to the  
 highest bidder for cash, before the Court House door of  
 Madison County, after posting a written notice on the said  
 Court House door, ten days before the day of sale, and  
 when said sale day shall arrive shall sell said prop-  
 erty as aforesaid & from the proceeds thereof shall pay 1 $\frac{1}{2}$ %  
 said Note in full, 2 $\frac{1}{2}$  shall pay the costs & commissions  
 of the trustee for selling, 3 $\frac{1}{2}$  shall pay any money that re-  
 mains over to said first party.

In testimony of which said first party hath hereunto  
 set her hand and seal the day and year first a-  
 fore written,

Lucie Luckett 

State of Mississippi }  
 Madison County }

This day personally came before me,  
 an acting Justice of the Peace of said County and State,  
 the within named Lucie Luckett, who acknowledged on oath  
 that she signed sealed and delivered the foregoing instru-  
 ment as her act and deed, for the purpose therein mentioned  
 Given under my hand and seal this the

day and year first above mentioned.

Singletor Garrett J. P. [Signature]

Benjamin Ousley  
To Deed of Trust  
W. S. Gordon Trustee  
To secure  
Pope and Buford

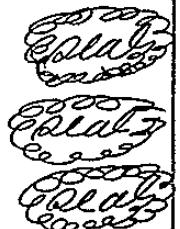
Filed for Record February 17<sup>th</sup> AD 1846 at 8 AM  
Recorded March 13<sup>th</sup> AD 1846

This Deed of Trust and agreement made this 12<sup>th</sup> day of Feb. AD 1846, witnesseth, that whereas Ben Ousley party of the first part, is indebted to Pope and Buford Merchants at Pickens in the sum of Two Hundred & Fifty dollars, as evidenced by his promissory note bearing even date herewith and due Nov 1.. 1846, and whereas, said parties of the first part expect said Pope & Buford to advance him money, supplies and merchandise during the year 1846, and whereas, said party agreed to secure the payment of said sum, as also any amount that may be advanced as aforesaid; that the party of the first part, in consideration of the promises as well as for ten dollars to him paid by W. S. Gordon Trustee, does hereby bargain, sell and convey to said Trustee the property being in Madison County Mississippi, and described as follows: all of his crop of Cotton, Corn and Forrder and every thing else raised by said Ben Ousley his family and employees, also One Bay Mare Mule, known as the Ino Kart Mule, the title to which unto said Trustee or any successor, he warrant and agree forever to defend. In trust however, that if said party shall, on or before the 1. day of Nov. 1846, pay what may be due said Pope & Buford, as aforesaid, and all costs incurred on account of this deed, then this deed to be void; But if default is made in said payment, the Trustee shall take possession of said property, and then having given 10 days notice of the time, place and terms of sale by posting in 3 Public places in said Co. sell said remaining property, or a sufficiency thereof to make said payment for cash, at public auction, at Pickens Station Miss. and said Pope & Buford, or their legal representative can, at any time may desire, appoint a Trustee in place of said W. S. Gordon or any succeeding Trustee. And should the Trustee at

any time believe said property or any part thereof endangered as a security for said payment. he shall take the same into his possession and hold till said payment are made, or till said property is sold as aforesaid. but until demanded by the Trustee for either of the purposes as aforesaid. said part of the first part can hold the same.

In Testimony whereof said parties ha hereunto set their hand and seal.

Benjamin Quley  
W. S. Gordon  
Robert Buford



The State of Mississippi }  
County }

Personally appeared before me Jno. Hart Mayor of Pickens & ex officio J. P. in and for said County the within named Ben Quley, who severally acknowledged that he signed, sealed and delivered the foregoing Deed of Trust and agreement, and at the time therein named as his act and deed.

Given under my hand and seal of office this  
12 day of February 1846

John Hart  
Mayor of Pickens & ex officio J.P.

Hiram Foster  
P. S. Deed of Trust  
W. S. Gordon Trustee  
To secure  
Rape and Buford

Filed for Record February 17<sup>th</sup> AD 1846 at 8 am  
Recorded March 13<sup>th</sup> AD 1846

This Deed of Trust and agreement, made this 12 day of Feb. AD 1846. Witneseth, that whereas Hiram Foster party of the first part, indebted to Rape & Buford in the sum of Two Hundred & Fifty dollars as evidenced by his promissory note bearing even date herewith and due Nov. 1, 1846. and whereas said party of the first part expect said Rape & Buford to advance him money supplies and Merchandise during the year 1846. and whereas said party agreed to secure the payment of said sum, as also any amount that may be advanced as aforesaid. that the party of the first part, in consideration of the premises as well as for ten

dollars to him paid by W. S. Gordon Trustee, does hereby bargain sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: all of his crop of Cotton, Corn, fodder and everything else raised by said Hiram Foster his family and employees also one dark colored horse Male named Jack, the title to which unto said Trustee or any successor, he warrant and agree forever to defend. In trust, however, that if said party shall on or before the 1<sup>st</sup> day of November, 1846, pay what may be due said Pope & Buford, as aforesaid, and all costs incurred on account of this deed, then this deed to be void: But if default is made in said payments the Trustee shall take possession of said property, and then having given 10 days notice of the time, place and terms of sale by posting in 3 Public places in said Co. sell said remaining property, or a sufficiency thereof to make said payments for cash, at public auction, at Pickens Miss., and said Pope & Buford or their legal representative can at any time they may desire, appoint a Trustee in place of said W. S. Gordon or any succeeding Trustee; And should the Trustee at any time believe said property or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid, but until demanded by the Trustee for either of the purposes aforesaid, said party of the first part can hold the same.

In testimony whereof said parties have hereunto set their hand and seal,

Hiram X. Foster   
W. S. Gordon   
Pope & Buford 

The State of Mississippi  
County }

Personally appeared before me Jno Bark Mayor  
of Pickens & Ex officio J.P. in and for said County, the within named Hiram Foster who acknowledged that he signed sealed and delivered the foregoing Deed of Trust and agreement, and at the time therein named, as his act and deed,

Given under my hand and seal of office this 1<sup>st</sup>  
12. 1846

John Bark   
Mayor & Ex officio J.P.

Green B. Hopson  
 Deed of Trust  
 J. E. Smith Trustee  
 To secure

Robinson & Withers

Filed for Record February 16<sup>th</sup> A.D. 1876 at 8 a.m.  
 Recorded March 12<sup>th</sup> A.D. 1876.

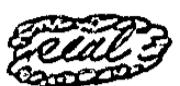
"Merchants Deed of Trust"

This Deed of Trust made this 12<sup>th</sup> day of February A.D. 1876. Witnesseth! That whereas, Green B. Hopson a farmer of Madison County, Mississippi, party of the first part is indebted to Robinson & Withers in the sum of \$100.00 and whereas, said party of first part expect said Robinson & Withers to advance One hundred & fifty dollars money supplies and merchandise during the year 1876. and whereas, said party of the first part agreed to secure the payment of said sum, as also any further amount that may be advanced as aforesaid and not mentioned herein, that the party of the first part, in consideration of the premises as well as for ten dollars to him paid by J. E. Smith, Trustee doth hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi and described as follows: his entire interest in any and all crops of Cotton, corn and all other agricultural products raised by himself & family and any hands he may employ during year 1876. on any land he may cultivate during year 1876. also one Sorrel horse six years old. with two white hind feet named Charlie One two horse wagon, this day bought from Mr. Klingman and all farming implements. the title to which unto said Trustee or my successor. I warrant and agree forever to defend, in trust, however, that if said party of the first part shall now or before the 1<sup>st</sup> day of Decr. 1876. pay what may be due said Robinson & Withers as aforesaid, and all costs incurred on account of this deed, then this deed to be void. but if default is made in said payments, the trustee shall take possession of said property. and having given ten days notice of the time place and terms of sale by posting in three public places in Hinds County sell said property or a sufficiency thereof to make said payments for cash, at public auction, at Bolton Miss. and said Robinson & Withers or their legal representation can at any time they may desire, appoint a trustee in the place of J. E. Smith or any succeeding Trustee. And should the trustee at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made or till said property is sold.

as aforesaid. but until demanded by the trustee for either of the pur-  
poses as aforesaid. said party of first part law hold the same

In testimony whereof. said Green B. Kopeon has herto  
set his hand and seal, on the date above written.

Witness J. J. Parker.

G. B. Kopeon 

The State of Mississippi } ss.  
Kosciusko County }

This day personally appeared before me  
the undersigned, a Justice of the Peace in and for said County  
G. B. Kopeon and acknowledged that he signed, sealed and  
delivered the foregoing Deed of Trust at the time therein named  
as his act and deed.

Witness my hand and seal of office.  
this 12<sup>th</sup> day of February AD 1846.

J. M. Black J. P. 

George W. Sanders } Filed for Record February 16<sup>th</sup> AD 1846 at 12 M.  
P. O. Deed } Recorded March 13<sup>th</sup> AD 1846  
Mrs. Columbia Ford }

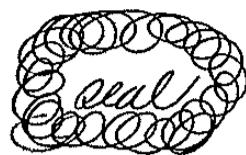
\$110  $\frac{00}{xx}$  Canton Miss. Feb. 10. 1846.  
On the first day of October next, I promise to pay to Mrs  
Columbia Ford or order. One Hundred and ten dollars in pro-  
duce to be raised on land rented from said Mrs. Ford on her  
plantation near Moore Bluff Ferry in the State and County  
known as Bellevue. being a balance due her for a mule supplied  
to me by her. and to secure the payment of the said sum of  
money as aforesaid I hereby give a full and perfect lien on all  
crops and produce whatever raised or to be raised by me or  
on my account, on said land or elsewhere during this current year  
under the Agricultural lien law of Mississippi of 1842, and as  
amended in 1843. witness

George Washington <sup>his</sup> Sanders  
mark

State of Mississippi }  
Madison County }

I personally appeared before the under-  
signed, Clerk of the Chancery Court of said County, the within  
named George Washington Sanders, who acknowledged that he  
signed, sealed and delivered the foregoing Deed on the day and

year mentioned, as his act and deed.



Given under my hand and official seal at  
Office in Canton this 16<sup>th</sup> day of January AD 1846

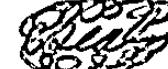
E.S. Jeffrey Clerk  
By O.H. Luttrell D.C.

Robert Brandon	Filed for Record February 16 <sup>th</sup> AD 1846 at 11 am.
To & Due of Trust	Recorded March 13 <sup>th</sup> AD 1846.
J. C. Virden Trustee	
To secure	
E. and S. Virden	

This Indenture, made and entered into between Robert Brandon of the first part, Edwin Virden and Samuel Virden, doing business in name and style of E & S. Virden of the second part, and John C. Virden Trustee of the third part, witnesseth; That the party of the first part owns the property hereinafter mentioned for and in consideration of one dollar to him in hand paid, and for the further consideration that the parties of the second part have agreed to advance to him, during the present year, money and supplies to aid in raising and producing the crop herein conveyed, to an amount which the said parties of the second part shall deem it safe in so doing, not exceeding however, the sum of Three hundred & Seventy five dollars (\$375<sup>xx</sup>) which said advances are to be due and payable to the said parties of the second part, at their store in Jackson, Mississippi, on the first day of November AD 1846. Now, therefore, in consideration of the aforesaid premises, the said Robert Brandon, party of the first part, hereby gives, grants, bargains, sells and conveys unto the said party of the third part, as Trustee, the following property, the land lying and being in the County of Madison and the personality being situated therein, to wit: on Battley plantation, in said County, and wherein he resides, all the crop of corn, fodder and cotton which may be raised during the year 1846, on said plantation, and if any part of said plantation shall be leased to other parties, then all the rents and all the securities therefor, which said party of the first part may have or take, or in any wise be entitled to. And it is further understood and agreed that no Woman or my hands to whom we furnish rations are entitled

to a separate share of the crop, but the whole crop goes to pay debt contracted under the Deed of Trust. And Further, that the said party of the first part will plant said plantation on sixty more or less acres thereof in Corn & Cotton, and will cultivate the same, and gather in due time the crops so produced, and if the said parties of the second part shall deem that their security hereunder are endangered by the failure of the party of the first part, to cultivate and gather, and prepare for market, said crop, then said Trustee, at the request of the parties of the second part, may employ labor to cultivate, gather and prepare for market said crop; and the expenses thereby incurred shall be a lien on said crop, and entitled to satisfaction out of the same before the advances herein made and if said expense shall be paid by E & S. Vorden their rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crop, and personally, to pay said debt, or advances if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at anytime if the said party of the first part shall sell, or dispose of, or remove any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at auction and for cash, either on the premises, or in the City of Jackson on ten days notice thereof, made by posting said notice at three public places in said City. It is further understood and agreed, that if said Trustee shall die, or remove from the County, or otherwise neglect to act, E & S. Vorden, the said parties of the second part, may by a writing under their hands and seals appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part, and if said parties of the second part, E & S. Vorden shall die, their executor or administrator shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering, or preparing said crop for market then to the said debt, and the surplus, if any, to said party of the first part.

Witness our hands and seal, this 12<sup>th</sup> day of February 1846.

*Robert X. Broadwater*   
mark

The State of Mississippi  
Kosciusko County  
City of Jackson

This day personally appeared before me, Notary Public of the City of Jackson, County and State aforesaid, Robert Brandon, and acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed on the day of its date and for the purpose therein mentioned.

*Serial 2000*

Witness my hand and seal this 12<sup>th</sup> day of February AD 1846,

W. H. Green  
Notary Public

Alexander Munroe  
Lige Campbell  
and James Davis  
P.S. Deed of Trust  
J. S. Virden Trustee  
and D. S. Virden

Filed for Record February 16<sup>th</sup> AD 1846 at 11 am  
Recorded March 13<sup>th</sup> AD 1846.

This Indenture made and entered into between Alexander Munroe, & Lige Campbell, James Davis, Louise Marbly of the first part, Edwin Virden and Samuel Virden doing business in name and style of E & S. Virden, of the second part, and John S. Virden, Trustee of the third part witnesseth: That the parties of the first part convey the property hereinafter mentioned for and in consideration of one dollar to them in hand paid, and for the further consideration that the parties of the second part have agreed to advance to them during the present year, money and supplies, to aid in raising and producing the crop herein conveyed, to an amount which the said parties of the second part shall determine in so doing, not exceeding however, the sum of Three Hundred & fifty dollars, (\$350  $\frac{00}{00}$ ) which said advances are to be due and payable to the said parties of the second part at their store in Jackson, Mississippi on the first day of November AD 1846. Now therefore, in consideration of the aforesaid premises, the said Alexander Munroe & Lige Campbell & James Davis & Louise Marbly parties of the first part hereby give, grant, bargain, sell and convey into the

said party of the third part, as trustee, the following property, the land lying and being in the County of Madison, and the personalty being situated therein, now owned by the parties of the first part, and being on and used by said parties of the first part, on Battley plantation, in said County, and wherein they reside also all the crop of corn fodder, and cotton which may be raised during the year 1846, on said plantation, and if any part of said plantation shall be leased to other parties, then all the rents and all the securities therefor which said parties of the first part may have, or take or in any wise be entitled to. And the parties of the first part agrees and contracts with the said trustee, that he will take good care of, and protect said personal property and will not dispose of or remove the same until the debt herein secured shall be fully paid off and discharged. And further that the said parties of the first part will plant said plantation, or twenty acres or less acre thereof in corn and cotton, and will cultivate the same, and gather in due time the crops so produced, and if the said parties of the second part shall deem that their security hereunder are endangered by the failure of the parties of the first part, to cultivate, and gather, and prepare for market, said crop, then said Trustee, at the request of the parties of the second part, may employ labor to cultivate, gather, and prepare for market said crop, and the expenses thereby incurred shall be alien on said crop, and entitled to satisfaction out of the same before the advances herein made, and if said expenses shall be paid by E. T. S. Viden, their rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crop, and personalty, to pay said debt or advances, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said party of the first part shall sell, or dispose of, or remove any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at auction, and for cash, either in the premises, or in the City of Jackson on ten days notice thereof, made by posting said notice at three public places in said City. It is further understood and agreed that if said Trustee shall die, or remove from the County,

or otherwise neglect to act. & t. S. Virden, the said partie  
of the second part may by a writing under their hands and  
seals appoint a new trustee who shall have all the powers and  
rights herein vested in said party of the third part. and if said  
parties of the second part. & t. S. Virden. shall die, their execu-  
tor or administrator shall have the same power of appoint-  
ment. If a sale is made, the proceeds shall be first applied  
to the payment of the expense thereof, then to the expense  
which may have been incurred in cultivating, gathering or pre-  
paring said crop for market, then to the said debt, and the  
surplus, if any, to said party of the first part.

Witness our hands and seal, this 7<sup>th</sup> day  
of February 1846.

Witness W. H. H. Green

Witness W. H. H. Green

The State of Mississippi  
Hinds County  
City of Jackson

Alexander <sup>his</sup> Munrow   
Lige <sup>his mark</sup> Campbell   
James <sup>his</sup> Davis   
Louise <sup>her</sup> Maibly

This day personally appeared before  
me, a Notary Public of the City of Jackson, County and  
State aforesaid Alexander Munrow and Lige Campbell and  
James Davis and Louise Maibly and severally acknowledg-  
ed that they signed, sealed and delivered the foregoing in-  
strument as their act and deed on the day of its date and  
for the purposes therein mentioned.

O seal

Witness my hand and seal, this twelfth day  
of February AD 1846.

W. H. H. Green  
Notary Public

John Thomas  
P. O. D. of Trust  
James Virden Trustee  
To secure  
Alexander Virden

Filed for Record February 16<sup>th</sup> AD 1846 at 8 a.m.  
Recorded March 14<sup>th</sup> AD 1846

This Indenture made and entered into be-  
tween John Thomas of the first part, Alexander Virden of the  
second part, and James Virden, Trustee of the third part, witness-

neereth; that the party of the first part conveys the property herein-  
after mentioned for and in consideration of one dollar to him in hand  
paid. and for the further consideration that the party of the  
second part has agreed to advance to him during the present  
year money and supplies to aid in raising and producing the  
crop herein conveyed to an amount which the said party of  
the second part shall deem it safe in so doing, not exceed-  
ing, however, the sum of Three Hundred & Five  $\frac{1}{2}$  D<sup>ollars</sup>.  
 $(\$305 \frac{1}{2})$  which said advances are to be due and payable to  
the said party of the second part at his store in Jackson  
on the 1<sup>st</sup> day of November A.D. 1876. Now therefore, in con-  
sideration of the aforesaid premises. the said John Thomas  
party of the first part, hereby gives, grants, bargains, sells  
and conveys unto the said party of the third part, as  
Trustee, the following property, being in the County of  
Madison, and the personality being situated therein to wit:  
One (1) Bay Mare Mule named Lucy. 1 Mule, now owned  
by the party of the first part, and being owned and used by  
said party of the first part on a part of a plantation, in  
said County, and wherein he resides, also all the crop of  
corn, fodder, and cotton which may be raised during the  
year 1876, on said plantation, and if any part of said plan-  
tation shall be leased to other parties than all the rents and  
all the securities therefor, which said party of the first part  
may have, or take, or in any wise be entitled to. And the  
party of the first part agrees and contracts with the said  
Trustee that he will take good care of, and protect said  
personal property, and will not dispose of, or remove the  
same until the debt herein secured, shall be fully paid  
off and discharged. And further that the said party of  
the first part will plant said plantation on Forty (40) acres  
thereof in corn and cotton, and will cultivate the same, and  
gather in due time the crops so produced, and if the said  
party of the second part shall deem that his security here-  
under is endangered by the failure of the party of the first  
part, to cultivate and gather, and prepare for market, said  
crop, then said Trustee, at the request of the party of the sec-  
ond part, may employ labor to cultivate, gather and prepare  
for market said crop, and the expenses thereby incurred shall  
be a lien on said crop, and entitled to satisfaction out of the  
same before the advances herein made, and if said expenses

shall be paid by Alexander Virden his rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the party of the third part shall take possession of and sell said crop and personally to pay said debt or advances, if the same be not paid at maturity. and he shall have power also to take possession of and sell the same at any time, if the said party of the first part shall sell, or dispose of, or remove any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson, on ten days notice thereof, made by posting said notice at three public places in said City; or if said Trustee and said party of the first part shall agree thereto, said Cotton may be shipped to a commission Merchant for sale in New Orleans La. It is further understood and agreed, that if said Trustee shall die or remove from the County, or otherwise neglect to act, Alexander Virden, then said party of the second part, may, by a writing under his hand and seal, appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part and if said party of the second part, Alexander Virden shall die, his executor or administrator, shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market; then to said debt, and the surplus, if any, to said party of the first part.

Witness my hand and seal: this 15<sup>th</sup> day of February 1846.

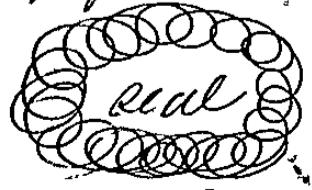
John Thomas *Seal*

The State of Mississippi

Woods County This day, personally appeared before me Notary Public in and for said County, the above named John Thomas, and acknowledged that he signed, sealed and delivered the foregoing instrument as his act and deed, on the day of its date, and for the purpose therein mentioned,

Witness my hand and seal: this 15<sup>th</sup> day of February A.D. 1846

H. K. H. Green  
Notary Public



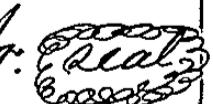
Aby Clark Jr.  
P. & J. Deed of Trust.  
James Virden Trustee  
To secure A. Virden

Filed for Record February 16<sup>th</sup> A.D. 1846 at 8 AM.  
Recorded March 14<sup>th</sup> A.D. 1846.

This Indenture made and entered into between Aby Clark junior, of the first part, Alexander Virden of the second part, and James Virden Trustee, of the third part. Witnesseth: That the party of the first part convey the property hereinafter mentioned for and in consideration of one dollar to him in hand paid, and for the further consideration that the party of the second part has agreed to advance to him during the present year money and supplies to aid in raising and producing the crop herein conveyed to an amount which the said party of the second part shall deem it safe in so doing, not exceeding however, the sum of Three Hundred Dollars (\$300.00) which said advances are to be due and payable to the said party of the second part, at his store in Jackson on the 1<sup>st</sup> day of November A.D. 1846. Now therefore, in consideration of the aforesaid premises, the said party of the first part, hereby gives, grants, bargains, sells and conveys unto the said party of the third part, as trustee, the following property, being in the County of Madison, and the personality being situated thereto to wit: One (1) horse Mule named Policy, 1 Mule now owned by the party of the first part, and being owned and used by the party of the first part, on a part of a plantation in said County, and wherever he resides, also all the crops of corn, fodder and cotton which may be raised during the year 1846, on said plantation, then all the rents and all the securities therefor, which said party of the first part may have or take or in anywise be entitled to. And the party of the first part agrees and contracts with the said Trustee that he will take good care of, and protect said personal property, and will not dispose of, or remove the same until the debt herein secured, shall be fully paid off and discharged and further, that the said party of the first part will plant said plantation or thirty (30) acres thereof in corn and cotton and will cultivate the same, and gather in due time the crops so produced, and if the said party of the second part shall deem that his security herunder is endangered by the failure of the party of the first part to cultivate and gather, and prepare for market said crop then said Trustee, at the request of the

party of the second part: may employ labor to cultivate, gather and prepare for market said crop, and the expenses thereby incurred shall be a lien on said crop, and entitled to satisfaction out of the same before the advance herein made, and if said expenses shall be paid by Alexander Virden, his rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the party of the third part, shall take possession of, and sell said crop, and personally, to pay said debt or advances, if the same be not paid at maturity and he shall have power also to take possession of, and sell the same at any time: if the said party of the first part shall sell, or dispose of, or remove, any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson, on ten days notice thereof, made by posting said notice, at three public places in said City, or if said Trustee and said party of the first part shall agree thereto, said cotton may be shipped to commission merchant for sale in. It is further understood and agreed, that if said trustee shall die, or remove from the County or otherwise neglect to act, Alexander Virden, the said party of the second part, may, by a writing under his hand and seal, appoint a new trustee, who shall have all the powers and rights herein vested in said party of the third part, and if said party of the second part, Alexander Virden shall die, his executor or administrator, shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market, then to said debt, and the surplus, if any, to said party of the first part.

Witness our hands and seal, this 15<sup>th</sup> day of February 1846.

Abr<sup>x</sup> Clark Jr. 

The State of Mississippi  
Noxubee County

This day personally appeared before me a Notary Public in and for said County, the above named Abr<sup>x</sup> Clark Jr. and acknowledged that he signed, sealed and delivered the foregoing instrument as his act and deed on the day of its date, and for the purposes therein mentioned,

Witness my hand and seal : this 15<sup>th</sup> day of  
February AD 1846.

H. H. H. Green  
Notary Public

Fed Boone  
P. S. Deed of Trust  
J. E. Smith Trustee  
To secure

Robinson & Withers

Filed for Record February 18<sup>th</sup> AD 1846. at 8 a.m.  
Recorded March 15<sup>th</sup> AD 1846.

"Merchants Deed of Trust"

This Deed of Trust made this 16<sup>th</sup> day  
of February AD 1846. Witnesseth: that whereas Fed Boone  
a farmer of Madison County party of the first part  
is indebted to Robinson & Withers in the sum of Three &  
5/100 Dollars on a/c account, and whereas, said party  
of first part, expect said Robinson & Withers to advance  
One Hundred Dollars, money supplies and merchandise  
during the year 1846, and whereas said party of the first  
part agreed to secure the payment of said sum, as also  
any further amount that may be advanced as aforesaid  
and not mentioned herein. that the party of the first part  
in consideration of the premises as well as for ten dollars to  
him paid by J. E. Smith Trustee does hereby bargain sell  
and convey to said Trustee the property being in Madison  
County, Mississippi and described as follows his entire in-  
terest in any and all crops, of Cotton, Corn and other agri-  
cultural products raised by himself and family and any  
hands he may employ during year 1846, on land rented  
from E. J. Hilton or any other land he may cultivate also.  
One bay mare mule, named Fannie with a small hole  
through her nostril, one white and black spotted cow and calf  
Ten head of hogs, the title to which unto said Trustee or  
any successor, I warrant and agree forever to defend, in trust  
however, that if said party of the first part shall, on or before  
the 1<sup>st</sup> day of Nov<sup>r</sup> 1846, pay what may be due said Rob-  
inson & Withers as aforesaid, and all costs incurred in ac-  
count of this deed, then this deed to be void; but if de-  
fault is made in said payments the trustee shall take  
possession of said property, and having given ten days no-  
tice of the time, place and terms of sale, by putting in three

public places in Kiowa County, sell said property or a sufficiency thereof, to make said payments, for cash, at public auction at Bolton Miss. and said Robinson & Withers or their legal representative, can at any time they may desire, appoint a trustee in the place of J. E. Smith or any succeeding Trustee. And should the trustee at any time believe said property or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid, but until demanded by the trustee for either of the purposes as aforesaid, said party of first part can hold the same.

In testimony whereof, said Ted Rose has hereunto  
set his hand and seal on the date above written.

Fed <sup>his</sup> x Bone 

The State of Mississippi }  
Kosciusko County } S.V.

This day personally appeared before me  
the undersigned, a Justice of the Peace in and for said County  
Ed. Boone, and acknowledged that he signed, sealed and delivered  
the foregoing Deed of Trust, at the time therein named, as  
his act and deed.

Witness my hand and seal of office this  
16<sup>th</sup> day of February A.D. 1846.

J. M. Black J. P. 

Henry S. Dick  
and Martha Dick  
P.S. Deed of Trust  
A. N. Grafton Trustee  
To secure  
J. M. Allen } Filed for Record February 18<sup>th</sup> A.D. 1876 at 12 m.  
} Recorded March 15<sup>th</sup> A.D. 1876.

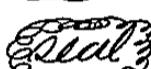
This Indenture made and entered into this  
16<sup>th</sup> day of February A.D. 1846. by and between Henry S. Dick and  
Martha Dick his wife, parties of the first part. A. N. Graf-  
ton party of the second part and J. M. Allen party of the third  
part. Witnesseth. That for and in consideration of the sum of  
Ten Dollars in hand paid by the said party of the second  
part. the receipt whereof is hereby acknowledged. and in  
order to secure the payment of a certain promissory Note  
of even date herewith for the sum of Two Hundred and

thirty nine and  $\frac{50}{100}$  and due Dec. 16<sup>th</sup> next and being a concurrent part of this transaction the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the second part, his heirs executors, administrators and assigns the following described real estate lying and being in the County of Madison in the State of Mississippi, to wit:  $6\frac{1}{2}$  of NW $\frac{1}{4}$  and  $8\frac{1}{4}$  of SW $\frac{1}{4}$  of sec 21, T11, R 3 East containing One Hundred and Twenty acres more or less. To have and to hold the same unto the said party of the second part his heirs executors, administrators and assigns and the successor of him forever, in Trust nevertheless. Upon these terms and conditions, that is to say, that if said parties of the first part shall pay or cause to be paid, upon the day of the date of the maturity the amount specified in the within named promissory note then this deed to be null and void and of no effect, but if the said parties of the first part shall fail refuse or neglect to pay or cause to be paid upon the day of the date of its maturity the amount specified and represented to be paid by within named promissory note, then said party of the second part is hereby authorized and empowered, after giving ten days notice by posting advertisements in one or more convenient places in Madison County, of the time and place of sale, to sell and convey the aforesaid property or as much thereof as may be necessary to satisfy the amount secured to be paid and represented by within named promissory note and from the proceeds of said sale the said party of the second part or the successor of him shall first pay cost and charges of this Deed, and of sale and then pay to said party of the third part, and his assigns the amount of said indebtedness and if there then shall remain any surplus of the proceeds of said sale then the said party of the second part, shall pay the same to said parties of the first part, and his assigns, and if the said parties of the first part shall well and truly pay the amount specified and represented to be paid by within named promissory note, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof and the same shall thence forward be null and void. It is further understood and agreed by the parties hereunto that if the said party of the second part shall from any

Cause fail to perform the duty of Trustee as aforesaid then in that case, the said party or the third part or his assigns, shall in writing appoint another Trustee whose actions and doings in the premises shall be as binding as if done by the said A. N. Grafton trustee aforesaid. We acknowledge that the intimation on page one "for the sum of Two hundred thirty nine etc." was given before the signing and sealing of this instrument.

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

Witness J. M. Grafton  
J. B. Sample.

H. S. Dick   
Martha Dick 

The State of Mississippi  
Madison County }

Personally appeared before me E. S. Jeffrey Clerk of the Chancery Court, the above named J. M. Grafton one of the subscribing witnesses to the foregoing deed who being first duly sworn deposes and saith that he saw the above named H. S. Dick and Martha Dick whose names are subscribed thereto sign, seal and deliver the same to the above named J. M. Allen that he the defendant subscribed his name as a witness thereto in the presence of the said H. S. Dick and Martha Dick and that he saw the other subscribing witness J. B. Sample sign the same in the presence of the said H. S. Dick and Martha Dick and in the presence of each other on the day and year herein named.



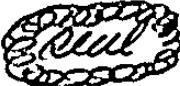
In testimony whereof, Witness my hand and seal of said Court this 18<sup>th</sup> day of February AD 1846.  
E. S. Jeffrey Clerk

(Ellen M. Anderson) Filed for Record February 18<sup>th</sup> A.D. 1846 at 9 a.m.  
T. D. Deed  
W. S. Parish } Recorded March 15<sup>th</sup> AD 1846.

Know all men by these presents that whereas I, Ellen M. Anderson am justly indebted unto W. S. Parish of Issaquena County, Mississippi in the sum Two Thousand Dollars for money heretofore loaned me, and am desirous of paying the same, now therefore in consideration of the premises, and the further consideration of Six Hundred Dollars

Cash in hand paid me by said W. S. Parish at and before the executing and delivery hereof, the receipt whereof is hereby acknowledged. I have granted bargained and sold and do hereby grant, bargain & sell unto said W. S. Parish all my right title and interest in and to the following described lot, tract or parcel of land lying and being in the County of Natchez, State of Mississippi and particularly described as follows to wit: the North West quarter and West half of North East quarter and West half of South West quarter of section One (1) and North half & East half of South East quarter of section Two (2) and East half of North East quarter of section eleven (11) and west half of North West quarter of section Twelve (12), all being in Township Seven, Range Two West. Also the following lot, tract or parcel of land lying and being in Madison County - State aforesaid, & particularly described as follows to wit: The East half of South East quarter of section Thirty five (35) and South west quarter of section Thirty six (36) except Forty Nine (49) acres in North East corner of said last mentioned quarter. The interest, hereby conveyed being my right of dower & exemption in said lands, To have and to hold unto the said W. S. Parish his heirs and assigns together with the tenements, hereditaments and appurtenances thereto belonging, in fee simple forever.

In testimony whereof I have hereunto signed my name and affixed my seal this the 17<sup>th</sup> day of February 1846.

O. M. Anderson 

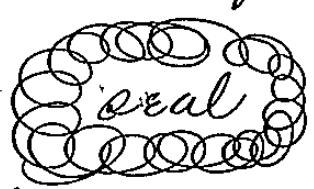
State of Mississippi }  
County of Lafayette }

Before me the undersigned P. H. Brown  
Chancery Clerk in & for said County personally appeared Oliver  
M. Anderson, who acknowledged that she signed sealed and  
delivered the foregoing deed of Conveyance, on the day of the  
date thereof as her act and deed, for the purposes therein mentioned,

Witness my hand and seal of Court this  
17<sup>th</sup> day of February 1846.

P. H. Brown Clerk

By W. O. Andrews D.C.



James Sime et al. } Filed for Record February 18<sup>th</sup> A.D. 1846 at 8 a.m.  
 D. S. Deed of Trust } Recorded March 15<sup>th</sup> A.D. 1846.  
 James Virden Trustee }  
 To secure  
 Alexander Virden }

This Indenture, Made and entered into between  
 James Sime, Isabella Barkins, Willis Otey, Clara Pleasant,  
 Mary Anderson, John Divine, Harriet Samuel, of the first part  
 Alexander Virden, of the second part, and James Virden Trustee,  
 of the third part. Witnesseth: That the parties of the first part convey  
 the property hereinafter mentioned for and in consideration of one dollar  
 to them in hand paid, and for the further consideration that the  
 party of the second part has agreed to advance to them during the  
 present year money and supplies to aid in raising and producing  
 the crop herein conveyed to an amount which the said party of the  
 second part shall deem it safe in so doing, not exceeding, however,  
 the sum of Four Hundred & Fifty Dollars (\$450  $\frac{1}{2}$ ) which said ad-  
 vances are to be due and payable to the said party of the second  
 part, at his store in Jackson Miss. on the first day of November A.D.  
 1846. Now therefore, in consideration of the aforesaid promise, the  
 said Sime, Barkins, Otey, Pleasant, Anderson, Divine & Samuel par-  
 ties of the first part, hereby give, grant, bargain, sell and convey  
 unto the said party of the third part, i.e trustee, the following  
 property being in the County of Madison, and the personalty  
 being situated therein, to wit: One black horse mule named  
 Pete, One Black horse mule named Charlie One (1) Bay Mare Mule  
 named Mary, One (1) Bay horse named Gifer, One (1) Chestnut  
 Colored horse mule named Mike, Two (2) yoke of Oxen, 4 Mules  
 1 horse, 4 head of Cattle, now owned by the parties of the first part  
 and being on and used by said parties of the first part on a  
 plantation, in said County and wherein they reside also all  
 the crop of corn, fodder and cotton which may be raised during  
 the year 1846, on said plantation; and if any part of said  
 plantation shall be leased to other parties, then all the rents  
 and all the securities therefor, which said parties of the first  
 part may have or take, or in any wise be entitled to. And the  
 parties of the first part agree and contract with the said  
 Trustee that he will take good care of, and protect said per-  
 sonal property, and will not dispose of, or remove the same  
 until the debt herein secured, shall be fully paid off and dis-  
 charged, and further that the said parties of the first part,

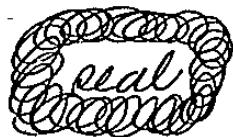
will plant said plantation or One Hundred & fifty (150) acres thereof in corn and cotton, and will cultivate the same, and gather in due time the crops so produced; and if the said party of the second part shall deem that his security hereunder is endangered by the failure of the parties of the first part to cultivate and gather, and prepare for market said crop, then said Trustee, at the request of the party of the second part may employ labor to cultivate, gather, and prepare for market, said crop, and the expenses thereby incurred shall be a lien on said crop, and entitled to satisfaction out of the same before the advances herein made, and if said expenses shall be paid by Alexander Virden his rights in that respect shall be the same as the rights of said Trustee, and it is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crop, and personally to pay said debt or advances, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said party of the first parties shall sell, or dispose of, or remove, any part of the same without first paying said debt. If any sale is made by the trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson on ten days notice thereof, made by posting said notice at three public places in said City; and if said Trustee and said parties of the first part shall agree thereto, said Cotton may be shipped to a commission merchant for sale in New Orleans La. It is further understood and agreed, that if said Trustee shall die, or remove from the County, or otherwise neglect to act, Alexander Virden, the said party of the second part, may, by a writing under his hand and seal, appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part, and if said party of the second part, Alexander Virden shall die, his executor or administrator, shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market; then to said debt, and the surplus if any, to said parties of the first part.

Witness our hands and seal this 17<sup>th</sup> day of February 1846.

James <sup>his</sup> Sims <sup>mark</sup> Seal  
 Isabella <sup>her</sup> Hawkins <sup>mark</sup> Seal  
 Willis <sup>his</sup> Oty <sup>mark</sup> Seal  
 Clara <sup>her</sup> Pleasant <sup>mark</sup> Seal  
 Mary <sup>her</sup> Anderson <sup>mark</sup> Seal  
 John <sup>his</sup> Devine <sup>mark</sup> Seal  
 Harriet <sup>her</sup> Samuel <sup>mark</sup> Seal

The State of Mississippi  
Kosciusko County

This day personally appeared before me a Notary Public in and for said County, the above named James Sims, Isabella Hawkins, Willie Oty, Clara Pleasant, Mary Anderson, John Devine, Harriet Samuel, and severally acknowledged that they signed, sealed and delivered the foregoing instrument as their act and deed, on the day of its date, and for the purpose therein mentioned.



Witness my hand and seal, this 14<sup>th</sup>  
day of February AD 1846.

W. H. H. Green  
Notary Public

Altin Wilson  
To Recd, of Trust  
James Virden Trustee  
To secure  
Alexander Virden

Filed for Record February 18<sup>th</sup> AD 1846 at 8 AM.  
Recorded March 15<sup>th</sup> AD 1846.

This Indenture, made and entered into between Altin Wilson of the first part, Alexander Virden of the second part, and James Virden Trustee, of the third part. Witnesseth: That the party of the first part conveys the property hereinafter mentioned for and in consideration of one dollar to him in hand paid, and for the further consideration that the party of the second part has agreed to advance to him during the present year money and supplies to aid in raising and producing the crops herein conveyed, to an amount which the said party of the second part shall deem it safe in so doing, not exceeding however, the sum of One Hundred Dollars (\$100  $\frac{xx}{xx}$ ) which said advances are to be due and payable to the said party of the second part, at his store in Jackson on the first day of November AD 1846. Now therefore, in consideration of the aforesaid premises

the said Astor Wilson, party of the first part, hereby gives grants  
bargain - sells and conveys unto the said party of the third part  
as trustee, the following property being in the County of Madison  
and the personality being situated therein, to wit: all the crops  
of corn, fodder and cotton which may be raised during the  
year 1846, on said plantation, and if any part of said plan-  
tation shall be leased to other parties, then all the rents  
and all the securities therefor, which said party of the  
first part may have, or take, or in anywise be entitled to.  
And the party of the first part agrees and contracts with  
the said Trustee that he will take good care of, and protect  
said personal property, and will not dispose of or remove  
the same until the debt herein secured, shall be fully paid  
off and discharged. And further that the said Party of  
the first part will plant said plantation or Twenty (20)  
acres thereof in corn and cotton, and will cultivate the  
same, and gather in due time the crops so produced,  
and if the said party of the second part shall deem  
that his security hereunder is endangered by the failure  
of the party of the first part to cultivate and gather, and  
prepare for market, said crop, then said Trustee at the re-  
quest of the party of the second part, may employ labor  
to cultivate, gather and prepare for market said crop, and  
the expenses thereby incurred shall be a lien on said crop,  
and entitled to satisfaction out of the same before the  
advances herein made, and if said expenses shall be paid  
by Alexander Virden, his rights in that respect shall be  
the same as the rights of said Trustee. And it is further  
agreed and stipulated that the party of the third  
part shall take possession of, and sell said crop, and  
personality to pay said debtor advances, if the same be  
not paid at maturity, and he shall have power also to  
take possession of, and sell the same at any time, if  
the said party of the first part shall sell, or dispose of,  
or remove, any part of the same without first paying said  
debt. If any sale is made by the trustee, it shall be at  
auction, and for cash, either on the premises, or in the city  
of Jackson in ten days notice thereof, made by posting  
said notice at three public places in said City or if said  
Trustee and said party of the first part shall agree there-  
to, said Cotton may be shipped to a commission Merchant

for sale in New Orleans La. It is further understood and agreed, that if said Trustee shall die, or remove from the County, or otherwise neglect to act Alexander Virden, the said party of the second part, may, by a writing under his hand and seal, appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part, and if said party of the second part Alexander Virden shall die, his executor or administrator, shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market, then to said debt, and the surplus if any to said party of the first part.

Witness my hand and seal this 1<sup>st</sup> day of February 1846,

*Allen Wilson*, <sup>mark</sup> *Allen X. Wilson*, <sup>mark</sup>

The State of Mississippi  
Lincoln County,

This day personally appeared before me a Notary Public in and for said County, the above named Allen Wilson and acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed, on the day of its date, and for the purposes therein mentioned.

*Paul*

Witness my hand and seal, this 1<sup>st</sup> day of February AD 1846,

*W. H. H. Green*  
Notary Public

H. D. Tupper  
P. D. D. D.  
J. A. P. Campbell  
and S. S. Calhoun  
Trustees  
James & Ann Wales

} Filed for Record February 19<sup>th</sup> AD 1846 at 10 AM  
Recorded March 15<sup>th</sup> AD 1846

This Trust Deed, made this 1<sup>st</sup> day of January AD 1846, by Henry D. Tupper of Madison County, State of Mississippi the grantor, to J. A. P. Campbell and S. S. Calhoun of said County and State trustees to secure James Wales and Ann Wales his wife of said County and State, the sum -

For & in consideration of the sum of \$219/- 67- cash in hand paid, the receipt whereof is hereby acknowledged, we his & wife doth pay from the open account of John & S. J. Gifford & Co. to James C. Baldwin, to secure us in the sum of money herein above.

to pay said taxes as they accrue in addition to the interest on said money, and to save said beneficiaries harmless on account of taxes on said money, and taxes "taxes" paid "paid" thereon shall be an additional lien and charge on said land, and said grantor shall keep the store house on said land well insured against fire in favor of said beneficiaries and should he fail to do so, the said trustee, or the said beneficiaries may and its cost shall be an additional lien and charge on said land and shall be paid out of the proceeds of said sale.

Witness the hand and seal of the said grantor hereto set on this January 1<sup>st</sup> AD 1846,

K. C. Pupper 

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the witness named K. C. Pupper who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.

Given under my hand and official Seal at office, in Canton, this 19<sup>th</sup> day of February AD 1846,

E.S. Jeffrey Clerk

By E.H. Linton Esq. D.C.

Solomon M. Coulter } Filed for Record March 8<sup>th</sup> AD 1846 at 5:30 P.M.  
P. O. Deed } Recorded March 16<sup>th</sup> AD 1846  
Sophia A. Otto }

This Deed of Conveyance made and entered into this 8<sup>th</sup> day of March AD 1846, by and between Solomon M. Coulter party of the first part and Sophia A. Otto party of the second part, both of the City of Canton, County of Madison and State of Mississippi. Witnesseth: that the said Solomon M. Coulter of the first part, for and in consideration of the sum of Three Thousand Dollars to him in hand paid by the said Sophia A. Otto, party of the second part, the receipt of which sum is hereby acknowledged before the signing and sealing of these presents, has, and by these presents, does, bargain, grant, alien all and convey, unto the said Sophia A. Otto, party of the second part, her heirs and assigns, the following described lot or parcel of land lying and being in the city

of Canton. described as beginning on Academy Street in said City two hundred feet East of where said Street (Academy) intersects the first street West of that point. running thence from that point first mentioned. East with the south line of said Academy Street One hundred and seventy two feet. thence South Four Hundred feet to a street. thence West. One hundred and Seventy two feet to a stake. thence north Four Hundred feet. to the beginning. To have and to hold. the said lot or parcel of land to the said Sophia A. Otto. of the second part. her heirs and assigns in fee simple forever. with all the improvements. buildings. appurtenances and hereditaments thereon or thereto. in anywise belonging. And the said Solomon M. Coulter of the first part. for himself his heirs. executors. and administrators. covenants that he will. and they shall. forever. warrant and defend. the title to the above described lot or parcel of land. to the said Sophia A. Otto of the second part. her heirs and assigns against any and all persons claiming the same.

In testimony of the same the said party of the first part. has hereunto affixed his name and seal on this the 8<sup>th</sup> day of March A.D. 1846.

S. M. Coulter

State of Mississippi }  
Madison County }

Personally came before me E.S. Jeffrey  
Clerk of the Chancery Court in and for said County and  
State Solomon M. Coulter the grantor in the foregoing  
Deed of Conveyance who acknowledged that he signed. seal-  
ed and delivered the foregoing Deed of Conveyance on the  
day of the date thereof as his voluntary act and deed. and  
for the purposes therein stated.

Given under my hand and the seal of said Court  
this the 8<sup>th</sup> day of March A.D. 1846.

E. S. Jeffrey Clerk  
By O. B. Kintzle D.C.



Frank Lovv. } Filed for Record February 19<sup>th</sup> A.D. 1846 at 12.30 P.M.  
 D. L. Gross } Recorded March 16<sup>th</sup> A.D. 1846.

Benton Miss February 18<sup>th</sup> 1846  
 State of Mississippi  
 Madison County \$ 90  $\frac{00}{xx}$

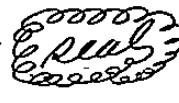
On the first day of November next I promise to pay to the order of Charles L. Gross Ninety Dollars (\$ 90  $\frac{00}{xx}$ ) for balance due D. L. Gross for one two horse drawn axle wagon which remains the property of D. L. Gross until paid for in full.

Witness my hand and seal on the day and year above written

Frank <sup>his</sup> mark Lovv 

Now to secure D. L. Gross in the faithful payment of above amount at maturity thereof. I hereby convey and sell unto C. L. Gross or his assignee the above mentioned two horse wagon also one Sorrel mare mule. In consideration of five dollars in hand paid by D. L. Gross to me the undersigned, to have to hold until the above amount is paid in full by said Frank Lovv to D. L. Gross or his assignee. I the undersigned also give D. L. Gross a prior lien on all my crop of Cotton, raised by me during the year of 1846. Should the said Frank Lovv fail or refuse to pay at maturity the above amount D. L. Gross or his assignee shall have a right to seize wherever found any or all of above mentioned property to pay the above amount in full together with all cost incurring. If above amount is paid at maturity thereof in full this to be null and void otherwise to remain in full force and virtue.

Witness my hand and seal this the 18<sup>th</sup> day of February A.D. 1846.

Frank <sup>his</sup> mark Lovv 

State of Mississippi  
 Madison County }

Premarily appeared before the undersigned  
 Clerk of the Chancery Court of said County the within named  
 Frank Lovv who acknowledged that he signed, sealed and  
 delivered the foregoing Deed on the day and year mentioned  
 as his act and deed.

Given under my hand and official seal at

Office in Canton: this 19<sup>th</sup> day of February AD 1846.

*Recd*

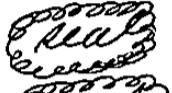
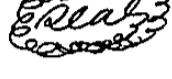
E. S. Jeffrey Clerk  
By E. K. Hutchinson A.C.

Anthony McWillie } Filed for Record February 19<sup>th</sup> AD 1846 at 2 P.M.  
P. O. Deed } Recorded March 16<sup>th</sup> AD 1846.  
Sallie McWillie }

This Mortgage, executed this 16<sup>th</sup> day of February AD 1846, by Anthony McWillie, the grantor to Sallie McWillie the grantee, witnesseth; that whereas said grantor has leased, for the year 1846, to said grantee acres of land in the County of Madison and State of Mississippi, said land being part of a plantation known as the present residence plantation of said grantee, for the consideration of an interest in the crops grown on said leased land in said year 1846, as rent to the extent of three Bales of Cotton, each to weigh five hundred pounds, in quality good middling, and whereas said grantor owe said grantee One Hundred  $\frac{4}{10}$  dollars and cents of debt, and whereas said grantee has agreed to furnish said grantor necessary supplies for said grantor, and the laborers in his employ during the year 1846, to enable them to make crops on said leased land in said year, not to exceed in value the sum of One hundred and fifty dollars, to be paid for out of said crops, as the same shall be gathered. Now, therefore, to secure said grantee in said rent, said debt and the value of said supplies, said grantor has bargained and sold and hereby grants, bargains and sells, alienes and conveys to said grantee, and her heirs, all the crops of Cotton, and com foddar, pease, potatoes &c. grown on said leased land during the year 1846, or any other land, and also the following property, viz: One bay horse Mule. said grantee or her personal representative, may take possession and control of said crops as they shall be gathered, and of said property, until the rent and the money due as aforesaid shall be paid, and may sell the same at private sale, or may ship said crops for sale, and any balance left, after she shall have paid herself she shall hand to the said grantor, upon the payment of said rent and said sum of money, this deed to be void. If said grantor abandons the crops, or fail to plant and diligently work them during said year, the same are to be forfeited to said grantee.

except it be from sickness or death, in which case the grantee may hire labor to complete them and reimburse herself from their proceeds under the provisions hereinbefore stated, paying the balance over and above price of such hire, and the rent, and the sum of money aforesaid to the personal representatives of said grantor.

Witness the hand and seal of said grantor hereto  
set the day and year first aforesaid.

Anthony x McWillie   
Charlotte x McWillie   
Catherine x McWillie 

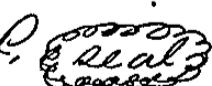
The undersigned laborer in the employ of the above grantor, hereby consent to the foregoing Mortgage and agree to hold any statutory or other lien, or right, as secondary to the rights of the grantee in the foregoing Mortgage.

Done this 16<sup>th</sup> day of February AD 1846

State of Mississippi }  
Madison County }

Personally appeared before me the undersigned Justice of the Peace in and for said County the within named Anthony McWillie & Catherine McWillie who acknowledged that they signed, sealed and delivered the foregoing instrument, to which their names are signed on the day and year therein named, as their act and deed, and the said Charlotte McWillie, being married, on a private examination separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing instrument to which her name is signed on the day and year and for the purpose therein named as her voluntary act and deed, freely and voluntarily, without any fear, threats or compulsion of her husband.

Given under my hand and seal this 16<sup>th</sup> day  
of February AD 1846.

Sam'l Milton J.P. 

Jordan Williams } Filed for Record February 19<sup>th</sup> AD 1846 at 12 M  
T. J. Dudd, } Recorded March 16<sup>th</sup> AD 1846  
Thomas Sevier }

Know all men by these presents that this  
indenture made and entered into this the 29<sup>th</sup> day of January

AD 1846, by and between Jordan Williams of the first part and Thomas Sevier of the second part is to witness, that for and in consideration of the sum of One Hundred and twenty five Dollars, this day paid said first by said second party said first party doth by these presents bargain sell alien enfeoff and convey unto said second party the following described tract or parcel of ground lying and being in the County of Madison State of Mississippi said City of Canton and more fully described as follows viz: Lot number five in Couch's addition to said City of Canton as laid down in the plot of same made by E. H. Ford Esq. To have and to hold the same unto him the said second party and his heirs forever together with all the tenements, appurtenances and hereditaments thereto belonging.

In testimony whereof said first party doth  
hereunto set his hand & seal this the - day of AD 1846

Jordan Williams 

State of Mississippi } s.s.  
Madison County }

Personally appeared before me the undersigned Clerk of the Chancery Court of said County, the within named Jordan Williams, who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.



Given under my hand and Official seal,  
at office in Canton, this 19<sup>th</sup> day of February  
A.D. 1846.

E.S. Jeffrey Clerk

J. A. R. Campbell  
and S. S. Calhoun  
Trustees  
To Deed  
H. C. Pukper

Filed for Record February 19<sup>th</sup> AD 1846 at 1 P.M.  
Recorded March 16<sup>th</sup> AD 1846.

This Deed Executed this 19<sup>th</sup> day of February AD 1846, by J. A. R. Campbell and S. S. Calhoun Trustees to Henry C. Pukper grantee, all of the County of Madison and State of Mississippi, is to witness, that the said S. S. Calhoun, as trustee in a trust deed made to him by P. K. Pukper dated July 2<sup>nd</sup> 1844, to secure a note to L. N. Scott for \$144, and the said J. A. R. Campbell and S. S. Calhoun as trustees

under three trust deeds one made by H. B. Tupper, P. B. Tupper and W. D. Tupper dated November 1<sup>st</sup> 1843, to secure their note for \$800, to G. W. Scott another made by H. B. Tupper and W. D. Tupper, dated May 2<sup>nd</sup> A.D. 1843, to secure their note to G. W. Scott for \$1134 and the third made by P. B. Tupper dated August 22<sup>nd</sup> 1842, to secure his note to G. W. Scott for \$920 all four of which trust deeds are duly recorded in the deed books of said County, did advertise the time, place, and terms of sale, with description of the property to be sold, as hereinafter it is described, in five successive weekly issues of the Canton Mail a newspaper published weekly in said County, in the City of Canton and more than thirty days after the first appearance of said publication and advertisement in said newspaper, did sell the property hereinafter described, in front of the Court House door of said County to the highest and best bidder for cash four several times according to the several interests in said several trust deeds conveyed, the said S. B. Calhoun selling first the said P. B. Tupper's one third interest to the said H. B. Tupper at and for the sum of \$144, being the best bid, and the said Campbell and Calhoun selling next the interest of said H. B. Tupper, P. B. Tupper and W. D. Tupper to the said H. B. Tupper for \$800, being the best bid, and the said Campbell and Calhoun selling next the interest of the said H. B. Tupper and W. D. Tupper to said H. B. Tupper for \$1134 being the best bid, and the said Campbell and Calhoun selling next the interest of the said P. B. Tupper to the said H. B. Tupper for \$920, being the best bid, and the said ~~for the balance in each case bidding also the interest due on said several notes severally~~ and the said several sales being made of the several interests as set forth in said several trust deeds severally, and said several sales being made under said several trust deeds in the order in which they are hereinbefore described, and the said several beforenamed sums of money were paid on the day and year first aforesaid to the said trustee, jointly and severally according to the tenor of the said several trust deeds, and the receipt of said sum is hereby acknowledged by said trustee jointly and severally according to such tenor, and the provisions of said several trust deeds having been accurately obeyed and the advertisement having been made by said trustee, jointly and severally according to the tenor and effect of said trust deed, and the sale made accordingly and the said H. B. Tupper

having purchased under all as aforesaid, the said trustees, jointly and severally according to the tenor and effect of the said several trust deeds have sold and conveyed, and hereby sell and convey unto the said W. L. Pupper and his heirs and assigns forever that land in the City of Lanton, County of Madison and State of Mississippi, described as the South half of lot One (1) in square eight (8) fronting fifty feet (50 feet) on Whiting Street and running back East two hundred feet, all with reference to the place of said City, the word "advertize" erased in 2<sup>nd</sup> line from the bottom of first page and the word "sell" interlined above said word, and the words "trust deeds" erased in 12<sup>th</sup> line of 3<sup>rd</sup> page, and the word "by" interlined above 13<sup>th</sup> line of first page before the signing, sealing or delivery hereof, the said W. L. Pupper is hereby vested only with such title as said trustees could jointly and severally make under said several trust deeds by the sale made by them jointly and severally as aforesaid on this day to said W. L. Pupper the highest and best bidder as aforesaid.

Witness the hand and seals of said trustees hereto set on the day and year first aforesaid.

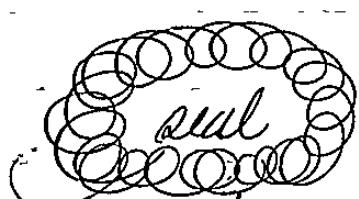
J. A. R. Campbell  
S. S. Calhoun

State of Mississippi } ss.  
Madison County }  
.....

I, personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named J. A. R. Campbell and S. S. Calhoun who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year mentioned, as their act and deed.

Given under my hand and official Seal at office in Lanton, this 19<sup>th</sup> day of February AD 1846.

E. S. Jeffrey Clerk  
By E. W. Luttrell D.C.

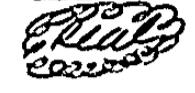


Hugh S. Leggett  
T. J. Deed  
Benedict J. Semmes  
Pocum Pruetee  
Elizabeth Cobb } Filed for Record February 19<sup>th</sup> AD 1846 at 3 P.M.  
Recorded March 16<sup>th</sup> AD 1846.

This Deed of Trust, executed and delivered this 19<sup>th</sup> day of Febry 1846, by and between Hugh Leggett, party of the first part, Elizabeth Cobb, party of the second part, and Benedict J. Semmes party of the third part. Witnesseth: that for and in consideration of the sum of One Hundred and Ninety two Dollars (\$192) the said Hugh Leggett has sold and transferred to the said Semmes all the crops raised by him in for and during the year 1846, on the John Leggett Place, in Madison County, & State of Miss. also one Mule, named Fanny, 1 Buggy and 39 head of goats. To have and to hold unto the said Semmes, his heirs and assigns forever. The above sale is on the following condition, that whereas the said Hugh Leggett is justly indebted to Elizabeth Cobb in the sum of One Hundred & Ninety two Dollars, and is anxious to secure the same. Now therefore if the said Leggett shall promptly pay the same on or before the 19<sup>th</sup> day of February 1847, then this obligation shall be void. But if said money shall not be promptly paid at maturity then the said Semmes shall seize said above conveyed property, wherever found, and after giving 10 days notice, by posting before the door of the Court House in Gantm, shall sell the same, at public outcry to the highest bidder for cash, and out of the proceeds to pay first all costs and commissions, secured, the said \$192, and all interest, and third, to pay over balance to said Hugh Leggett. It is further agreed that if any of said above described property, or any part thereof, shall be removed from said Leggett Place, without the written consent of said Elizabeth Cobb, the entire indebtedness shall then & there become due and the said Semmes shall seize & sell as above informed. 2<sup>nd</sup> that as soon as said crops shall be gathered they shall be sold, under the direction of the said Elizabeth Cobb, and the proceeds of sale credited on said note, and interest shall cease on the amount paid. 3<sup>rd</sup> if from death or any other cause the said Semmes shall fail to execute this trust then the said Elizabeth Cobb shall appoint his successor, and his successor when appointed shall have all the powers herein conferred on

W. J. Semmes.

Witness my hand and seal this 19<sup>th</sup> day of  
February 1846.

Hugh S. Leggett   
Elizabeth Cobb   
per B. J. Semmes  
B. J. Semmes 

State of Mississippi  
Madison County

Personally appeared before the undersigned  
ed Clerk of the Chancery Court of said County the within  
named Hugh S. Leggett who acknowledged that he sign-  
ed, sealed and delivered the foregoing deed on the day and  
year mentioned, as his act and deed.

Given under my hand and Official Seal  
at Office in Canton this 19<sup>th</sup> day of February  
A.D. 1846.

 E. S. Jeffrey Clark  
By C. H. Lutwiler D.C.

Henry Tripp  
To J. Deed of Trust  
J. B. Virden Trustee  
Favor of  
Said S. Virden

Filed for Record February 19<sup>th</sup> A.D. 1846 at 12:30.  
Recorded March 14<sup>th</sup> A.D. 1846.

This Indenture. Made and entered into be-  
tween Henry Tripp, of the first part, Edwin Virden and Samuel  
Virden, doing business in name and style of E & S. Virden  
of the second part, and John B. Virden, Trustee, of the third  
part. Witnesseth: that the party of the first part conveys the  
property herein after mentioned for and in consideration of One dol-  
lar to him in hand paid, and for the further consideration  
that the parties of the second part have agreed to advance to  
him, during the present year, money and supplies, to aid in  
raising and producing the crop herein conveyed, to an amount  
which the said parties of the second part shall deem is safe  
in so doing, not exceeding however, the sum of Three Hundred  
& fifty Dollars (\$350  $\frac{00}{xx}$ ) which said advances are to be due  
and payable to the said parties of the second part, at  
their Store in Jackson Mississippi on the first day of November

AD 1876. Now therefore, in consideration of the aforesaid premises the said Henry Tripp, party of the first part, hereby gives, grants, bargains, sells and conveys unto the said party of the third part, as Trustee, the following property, the land lying and being in the County of Madison, and the personality being situated therein, to wit: One Iron Gray Horse Mule, One Bay Mare Mule, One Bay Horse, One Iron Axle Horse Wagon, Thirteen Head Cattle, 2 Mules, 1 Horse, 13 head of Cattle, now owned by the party of the first part, and being now and used by said party of the first part on Ferguson plantation, in said County, and wherein he reide also all the crop of corn, fodder and cotton which may be raised during the year 1876, on said plantation; and if any part of said plantation shall be leased to other parties, then all the rents and all the securities therefor, which said party of the first part may have, or take, or in anywise be entitled to. And the party of the first part agree and contract with the said trustee, that he will take good care of and protect said personal property and will not dispose of, or remove the same until the debt herein secured shall be fully paid off and discharged. And further that the said party of the first part will plant said plantation or fifty more or less acre thereof in corn and Cotton, and will cultivate the same, and gather in due time the crop so produced, and if the said parties of the second part shall deem that their security hereunder are endangered by the failure of the party of the first part to cultivate, and gather, and prepare for market said crop, then said Trustee, at the request of the parties of the second part, may employ labor to cultivate, gather and prepare for market said crop: and the expenses thereby incurred shall be a lien on said crop, and entitled to satisfaction out of the same before the advance herein made, and if said expenses shall be paid by G. and S. Virden, their rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crop, and personality, to pay said debt, or advance, if the same be not paid at maturity and he shall have power also to take possession of, and sell the same at any time, if the said party of the first part shall sell, or dispose of, or remove any part of the same without first paying said debt. If any sale is made by the trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson, on ten days notice

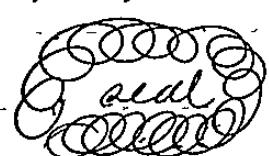
thereof, made by posting said notice at three public places in said City. It is further understood and agreed, that if said trustee shall die, or remove from the County, or otherwise neglect to act. E & S. Virden, the said parties of the second part, may by a writing under their hands and seal appoint a new trustee who shall have all the power and rights herein vested in said party of the third part: and if said parties of the second part, E & S. Virden, shall die, their executor or administrator, shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market, then to the said debt, and the surplus if any, to said party of the first part.

Witness our hands and seal, this 16<sup>th</sup> day  
of February 1846,

  
Henry X Tripp  
his mark

The State of Mississippi  
Kosciusko County  
City of Jackson

This day personally appeared before me, Notary Public of the City of Jackson County & State aforesaid and acknowledged that he signed, sealed and delivered the foregoing instrument as his act and deed, on the day of its date, and for the purposes therein mentioned.



Witness my hand and seal, this fifteenth  
day of February AD 1846,

W. H. Green  
Notary Public

Strom Adams  
and Lige Parker  
To Deed of Trust  
J. G. Virden, Trustee  
To secure  
E and S. Virden

Filed for record February 19<sup>th</sup> AD 1846 at 12 M.  
Recorded March 14<sup>th</sup> A.D. 1846.

This Indenture, made and entered into between Strom Adams, Lige Parker, of the first part, Edwin Virden and Samuel Virden, doing business in name and style of E & S. Virden, of the second part, and John G. Virden

Trustee, of the third part, witnesseth, that the partie of  
 the first part conveye the property hereinafter mentioned for  
 and in consideration of one dollar to them in hand paid, and  
 for the further consideration that the partie of the second part  
 have agreed to advance to them, during the present year, money  
 and supplies, to aid in raising and producing the crop herein  
 conveyed, to an amount which the said partie of the second  
 part shall deem it safe in so doing, not exceeding, however, the  
 sum of Three hundred dollars (\$300<sup>00</sup>) which said advances are  
 to be due and payable to the said partie of the second part, at  
 their Store in Jackson Mississippi, on the first day of Novem-  
 ber AD 1846. Now therefore in consideration of the aforesaid prem-  
 ise, the said Strom Adams & Lige Parker partie of the first  
 part, hereby gives, grants, bargains, sells and conveys unto the  
 said partie of the third part, as trustee, the following property,  
 the land lying and being in the County of Madison, N Cebec  
 plantation, in said County, and wherein they reside, all the crop  
 of corn, fodder and cotton which may be raised during the year  
 1846, on said plantation, and, if any part of said plantation  
 shall be leased to other partie, then all the rents and all the  
 securities therefor, which said partie of the first part may have  
 or take, or in anywise be entitled to, And further, that the said  
 partie of the first part will plant said plantation or Fifty more  
 or less acre thereof in corn and cotton, and will cultivate the same  
 and gather in due time the crops so produced, and if the said  
 partie of the second part shall deem that their security here-  
 under are endangered by the failure of the partie of the first  
 part to cultivate and gather, and prepare for market said crops  
 and entitled to satisfaction out of the same before the ad-  
 vance herein made, and if said expenses shall be paid by  
 E T S Virden, their rights in that respect shall be the same as  
 the rights of said trustee, And it is further agreed and stipu-  
 lated, that the partie of the third part shall take possession of  
 and sell said crop, and foremally, to pay said debt, or ad-  
 vances, if the same be not paid at maturity, and he shall  
 have power also to take possession of, and sell the same at any  
 time, if the said partie of the first part shall sell, or dispose  
 of, or remove any part of the same without first paying said  
 debt, If any sale is made by the Trustee, it shall be at  
 Auction, and for cash, either on the premises, or in the City  
 of Jackson on ten days notice thereof made by posting said

notice at three public places in said city. It is further understood and agreed, that if said Trustee shall die, or remove from the County, or otherwise neglect to act & T.S. Virden the said parties of the second part, may, by a writing under their hands and seals appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part, and if said party of the second part & T.S. Virden shall die, their executor or administrator shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market, then to said debt, and the surplus, if any, to said party of the first part.

Witness our hands and seal, this 16<sup>th</sup>  
day of February 1846,

Strom x his  
Adam x seal  
Lige x mark Parker seal

The State of Mississippi  
Hinds County  
City of Jackson

This day personally appeared before me, Notary Public of the City of Jackson County & State aforesaid and Strom Adams and Lige Parker and severally acknowledged that they signed, sealed and delivered the foregoing instrument as their act and deed, on the day of its date, and for the purposes therein mentioned.

Witness my hand and seal this fifteenth  
day of February AD 1846.

A. H. Green  
Notary Public

Charity Lewis  
Ed Henry Lewis  
To J. S. Virden Trustee  
To secure  
& And S. Virden

Filed for Record February 19<sup>th</sup> AD 1846 at 12 M.  
Recorded March 17<sup>th</sup> AD 1846

This Indenture, made and entered into between Charity Lewis - Henry Lewis of the first part, Edwin Virden and Samuel Virden, doing business in name and style of E. & S. Virden, of the second part and John B. Virden, Trustee.

of the third part, witnesseth; that the parties of the first part conveys the property hereinafter mentioned for and in consideration of one dollar to them in hand paid, and for the further consideration that the parties of the second part have agreed to advance to them, during the present year, money and supplies to aid in raising and producing the crop herein conveyed to an amount which the said parties of the second part shall deem it safe in so doing, not exceeding however the sum of Three hundred dollars. (\$300  $\frac{0}{2}$ ) which said advances are to be due and payable to the said parties of the second part, at their store in Jackson Mississippi on the first day of November A.D. 1846. Now therefore in consideration of the aforesaid premises the said Charity Lewis & Harry Lewis parties of the first part hereby give, grants, bargains, sell and convey unto the said party of the third part, as trustee the following property; the land lying and being in the County of Madison, and the pecuniarily being situated therin to wit: One Bay Horse Mule, 1 Mule, horse, head of Cattle, now owned by the parties of the first part and being on and used by said parties of the first part, on Simpkins plantation, in said County, and wherein they reside also, all the crop of corn, fodder and Cotton which may be raised during the year 1846, on said plantation, and if any part of said plantation shall be leased to other parties, then all the rent and all the securities therefor, which said parties of the first part may have, or take, or in anywise be entitled to. And the parties of the first part agree and contract with the said Trustee, that he will take good care of, and protect said personal property, and will not dispose of or remove the same until the debt herein secured shall be fully paid off and discharged. And further, that the said parties of the first part will plant said plantation or Forty acres less thereof in corn and Cotton, and will cultivate the same, and gather in due time the crops so produced, and if the said parties of the second part shall deem that their security hereunder are endangered by the failure of the parties of the first part to cultivate and gather and prepare for market, said crop then said trustee at the request of the parties of the second part, may employ labor to cultivate, gather and prepare for market said crop, and the expenses thereby incurred shall be a lien on said crop and entitled to satisfaction out of the same before the advances herein made, and if said expenses shall be paid by

Said S. Virden their rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crops, and personally, to pay said debt, or advance, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said part of the first part shall sell, or dispose of, or remove any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at auction, and for Cash, either on the premises, or in the City of Jackson on ten days notice thereof, made by posting said notice at three public places in said City. It is further understood and agreed, that if said Trustee shall die, or remove from the County, or otherwise neglect to act & S. Virden, the said parties of the second part, may, by a writing under their hands and seal appoint a new Trustee, who shall have all the power and rights herein vested in said party of the third part, and if said parties of the second part, S. Virden, shall die, their executor or administrator shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market, then to the said debt, and the surplus, if any, to said party of the first part.

Witness our hands and seal, this 15<sup>th</sup>  
day of February 1846,

Charity <sup>her</sup> mark Lewis   
Henry <sup>his</sup> mark Lewis 

The State of Mississippi

Yards County, City of Jackson } This day personally appeared  
before me Notary Public of the City  
of Jackson in and for said County the above-named Henry Lewis &  
Charity Lewis his wife (the latter having been examined privately,  
and apart from her said husband acknowledged that  
she signed this writing freely and voluntarily without fear  
of compulsion from her husband, and severally acknowledged  
that they signed, sealed and delivered the foregoing instrument  
as their act and deed, on the day of its date, and for  
the purposes therein mentioned.

Witness my hand and seal this fif-

teenth day of February A.D. 1846.

W. K. B. Green  
Notary Public

John Scott  
P. S. Deed of Trust  
J. C. Virden Trustee  
To secure  
Edwin S. Virden

Filed for Record February 19<sup>th</sup> A.D. 1846 at 12 m.  
Recorded March 14<sup>th</sup> A.D. 1846.

This Indenture, made and entered into between John Scott of the first part, Edwin Virden and Samuel Virden doing business in name and style of E & S. Virden, of the second part, and John C. Virden, Trustee, of the third part, witnesseth that the party of the first part conveys the property hereinafter mentioned for and in consideration of one dollar to him in hand paid, and for the further consideration that the parties of the second part have agreed to advance to him during the present year money and supplies, to aid in raising and producing the crop hereinafter conveyed to an amount which the said parties of the second part shall deem it safe in so doing, not exceeding however, the sum of Two hundred dollars (\$200<sup>00</sup>), which said advances are to be due and payable to the said parties of the second part, at their Store in Jackson, Mississippi, on the first day of November A.D. 1846. Now therefore in consideration of the aforesaid premises, the said John Scott, party of the first part, hereby gives, grants, bargains, sells and conveys unto the said party of the third part, as trustee, the following property; the land lying and being in the County of Madison, on Mrs. McGehee plantation in said County, and wherowever he resides, also all the crop of corn, fodder and cotton which may be raised during the year 1846, on said plantation, and if any part of said plantation shall be leased to other parties, then all the rents and all the securities therefor, which said parties of the first part may have or take, or in anywise be entitled to. And further, that the said party of the first part will plant said plantation, or thirty more or less acres thereof in corn and Cotton, and will cultivate the same, and gather in due time the crops so produced; and if the said parties of the second part shall deem that their security hereunder are endangered by the failure of the party of the first part to cultivate and gather and prepare for market said crop, then said trustee at the

request of the partie of the second part may employ labor to cultivate, gather and prepare for market said crop: and the expenses thereby incurred shall be a lien on said crop. and entitled to satisfaction out of the same before the advances herein made; and if said expenses shall be paid by E & S Virden their rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the partie of the third part shall take possession of, and sell said Crop, and personality, to pay said debt or advances if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said party of the first part shall sell or dispose of or remove any part of the same without first paying said debt. If any sale is made by the Trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson on ten days notice thereof, made by posting said Notice at three public places in said City. It is further understood and agreed, that if said Trustee shall die, or remove from the County, or otherwise neglect to act, E & S Virden, the said partie of the second part, may, by a writing under their hands and seals appoint a new Trustee, who shall have all the powers and rights herein granted in said partie of the third part, and if said partie of the second part, E & S Virden shall die, their executor or Administrator shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expense thereof, then to the expenses which may have been incurred in cultivating, gathering or preparing said crop for market; then to said debt, and the surplus, if any, to said party of the first part.

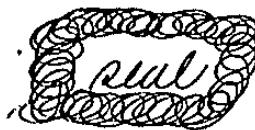
Witness our hands and seals, this 16<sup>th</sup>  
day of February 1846,

John Scott <sup>his</sup> ~~Seal~~  
<sup>mark</sup>

The State of Mississippi }  
Kosciusko County }  
City of Jackson }

This day personally appeared before me, Notary Public of the City of Jackson County State, aforesaid, John Scott and Acknowledged that he signed, sealed and delivered the foregoing instrument as his act and deed, on the day of its date, and for the pur-

free thence mentioned.



Witness my hand and seal this fifteenth  
day of February AD 1846.

W. H. Green  
Notary Public

Ben Williams  
Richard Parker  
P&S Deed of Trust  
J. B. Virden Trustee  
To secure  
O and S. Virden

Filed for Record February 19<sup>th</sup> AD 1846 at 12 M.  
Recorded March 14<sup>th</sup> AD 1846.

This Indenture, made and entered into between Ben Williams & Richard Parker of the first part. Edwin Virden and Samuel Virden, doing business in name and style of E & S. Virden of the second part, and John B. Virden, Trustee, of the third part, witnesseth: That the parties of the first part convey the property herein after mentioned for and in consideration of One dollar to them in hand paid, and for the further consideration that the parties of the second part have agreed to advance to them during the present year, money and supplies, to aid in raising and producing the crop herein conveyed, to an amount which the said parties of the second part shall draw is safe in so doing, not exceeding, however, the sum of Four hundred dollars (\$400<sup>00</sup>) which said Advance are to be due and payable to the said parties of the second part, at their Store in Jackson, Mississippi, on the first day of November AD 1846. Now therefore in consideration of the aforesaid premises, the said Ben Williams & R. Parker parties of the first part, hereby give, grant, bargain, sell and convey unto the said party of the third part, as trustee, the following property: the land lying and being in the County of Madison, in McGehee plantation, in said County, and whereon they reside, also all the crop of corn, fodder and cotton which may be raised during the year 1846, on said plantation; and if any part of said plantation shall be leased to other parties, then all the rents and all the securities therefor, which said parties of the first part may have or take or in any wise be entitled to. And further, that the said parties of the first part will plant said plantation, or forty more or less acres thereof in corn and cotton, and will cultivate the same, and gather in due time

the crops so produced, and if the said parties of the second part shall deem that their security hereunder are endangered by the failure of the parties of the first part to cultivate, and gather and prepare for market, said crop, then said Trustee, at the request of the parties of the second part, may employ labor to cultivate, gather and prepare for market said crop; and the expenses thereby incurred shall be a lien on said crop, and entitled to satisfaction out of the same before the advance herein made, and if said expenses shall be paid by E. T. Virden, their rights in that respect shall be the same as the rights of said trustee. And it is further agreed and stipulated, that the party of the third part shall take possession of and sell said crop, and personalty, to pay said debt, or advances, if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time, if the said parties of the first part shall sell, or dispose of, or remove any part of the same without first paying said debt. If any sale is made by the trustee it shall be at Auction, and for cash, either on the premises or in the City of Jackson on ten days notice thereof, made by posting said notice at three public places in said city. It is further understood and agreed, that if said trustee shall die, or remove from the County or otherwise neglect to act, E. T. Virden the said parties of the second part, may by a writing under their hands and seals appoint a new Trustee, who shall have all the powers and rights herein vested in said party of the third part, and if said parties of the second part, E. T. Virden, shall die, their executor or administrator shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expense which may have been incurred in cultivating, gathering or preparing said crop for market then to the said debt, and the surplus if any to said party of the first part.

Witness our hands and Seal this 16<sup>th</sup>  
day of February 1876.

Bon<sup>th</sup> William   
mark

Richard<sup>th</sup> Parker   
mark

OVER

State of Mississippi  
Hinds County  
City of Jackson }

This day personally appeared before me  
Notary Public of the City of Jackson County  
State aforesaid Ben Williams & Richard Parker and acknowl-  
edged that they signed, sealed and delivered the foregoing instru-  
ment as their act and deed, on the day of its date, and for  
the purposes therein mentioned,

Witness my hand and seal: this fifteenth day  
of February AD1846.

W. H. G. Green  
Notary Public

Ben Dineon  
To } Deed of Trust  
J. B. Virden Trustee  
To secure  
Edw. S. Virden }

Filed for Record February 19<sup>th</sup> AD1846. at 12 M.  
Recorded March 18<sup>th</sup> AD1846.

This Indenture, made, and entered into between  
Ben Dineon of the first part, Edwin Virden and Samuel  
Virden, doing business in name and style of E & S. Virden of the  
second part, and John B. Virden, Trustee of the third part, wit-  
nesseth: that the party of the first part conveys the property  
hereinafter mentioned, for and in consideration that the parties of the  
second part have agreed to advance to him, during the present  
year, money and supplies, to aid in raising and producing the  
crop herein conveyed, to an amount which the said parties of  
the second part shall deem is safe in so doing, not exceeding,  
however, the sum of Three hundred dollars (\$300  $\frac{xx}{xx}$ ) which said  
advances are to be due and payable to the said parties of the  
second part, at their Store in Jackson, Mississippi, on the  
first day of November AD1846. Now therefore, in consideration  
of the aforesaid premises, the said Ben Dineon party of the  
first part, hereby give grants, bargains, sells and conveys  
to the said party of the third part, as trustee the following  
property, the land lying and being in the County of Madison  
on Mr. McShee plantation, in said County, and wherein he  
reids, all the crop of corn fodder and cotton, which may be  
raised during the year 1846, on said plantation and if any  
part of said plantation shall be leased to other parties

then all the rents and all the securities therefor which said party of the first part may have, or take, or in anywise be entitled to. And further, that the said party of the first part will plant said plantation, or Fifty more or less acre thereof in corn and cotton, and will cultivate the same, and gather in due time the crops so produced, and if the said parties of the second part shall deem that their security hereunder are endangered by the failure of the party of the first part to cultivate, and gather and prepare for market, said Crop, then said Trustee, at the request of the parties of the second part may employ labor to cultivate, gather and prepare for market said crop and the expenses thereby incurred shall be a lien on said crop, and entitled to satisfaction out of the same before the advances herein made, and if said expenses shall be paid by E & S. Virden their rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated, that the party of the third part shall take possession of, and sell said crop, and personality, to pay said debt or advances if the same be not paid at maturity, and he shall have power also to take possession of, and sell the same at any time if the said part of the first part shall sell, or dispose of, or remove any part of the same without first paying said debt. If any sale is made by the trustee, it shall be at auction, and for cash, either on the premises, or in the City of Jackson on ten days notice thereof made by posting said notice at three public places in said City. It is further understood and agreed that if said Trustee shall die or remove from the County or otherwise neglect to act E & S. Virden the said parties of the second part, may by a writing under their hands and seals appoint a new Trustee who shall have all the powers and rights herein vested in said party of the third part, and if said parties of the second part E & S. Virden shall die, their executors and administrators shall have the same power of appointment. If a sale is made, the proceeds shall be first applied to the payment of the expenses thereof, then to the expense which may have been incurred in cultivating, gathering or preparing said crop for market, then to the said debt, and the surplus

if any, to said party of the first part.

Witness our hands and seal this 16<sup>th</sup>  
day of February 1846,

*Benj. M. Dawson* *Seal*

The State of Mississippi  
Kosciusko County }  
City of Jackson }

This day personally appeared before me, Notary Public of the City of Jackson County and State aforesaid Ben Dawson and acknowledged that he signed, sealed and delivered the foregoing instrument as his act and deed, on the day of its date, and for the purpose therein mentioned.

*Seal*

Witness my hand and seal this fifteenth day of February AD 1846,

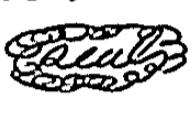
*W. H. H. Green*  
Notary Public

G. W. Roy	Filed for Record February 21 <sup>st</sup> AD 1846, at 11am.
Do <sup>g</sup> Dued	Recorded March 18 <sup>th</sup> AD 1846.
Adam Bratton	

This Indenture made and entered into this the 14<sup>th</sup> day of February Eighteen hundred & Seventy Six between G. W. Roy of the County of Madison & State of Mississippi party of the first part and Adam Bratton, of the County & State aforesaid party of the second part Witnesseth! that the said party of the first part, for and in consideration of the sum of Two Thousand Dollars, to him in hand paid, or secured to be paid, the receipt whereof is hereby acknowledged, has granted bargained and sold, and by these presents does grant bargain sell and convey unto the said party of the second part, all of his right title interest and claim, in and to the following described tract or parcel of land situated in the County of Madison & State of Mississippi. Known and described as follows the East half of the North East quarter Section four, Township Seven Range One East, the West half of the North West quarter and the South half of the East half of the North West quarter, Section Four, Township Seven, Range One East, containing Two Hundred acres more or less, together with all and singular, the tenements, hereditaments & appurtenances, to

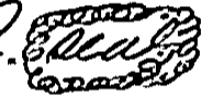
have and to hold unto him, the said party of the second part, his heirs & assigns forever, and the said party of the first part, for himself his heirs, Executors and Administrators doth covenant and warrant that he is seized in fee simple of the land above conveyed, and further will warrant and forever defend the title of the same, to the party of the second part, to his heirs and assigns in the peaceable possession of the above granted premises and appurtenances forever.

Witness my hand & seal the day & year  
first in these presents above written,

G. W. Roy 

State of Mississippi }  
Madison County }

Personally appeared before me, the undersigned, a Justice of the Peace, in and for said County, the within named, G. W. Roy, who acknowledged that he signed, sealed and delivered the foregoing Deed of Conveyance on the day and year therein mentioned as his act and deed.

Geo. R. Adams J. P. 

John W. Childress  
To Deed  
R. C. Smith Trustee  
To secure  
John G. Wilson

Filed for Record February 21<sup>st</sup> AD1846 at 2 P.M.  
Recorded March 18<sup>th</sup> AD1846.

This Deed of Trust made this the 21<sup>st</sup> day of February AD1846, by John W. Childress to R. C. Smith as Trustee to secure John G. Wilson, witnesseth: that whereas the said John W. Childress is indebted to John G. Wilson in the sum of Four Hundred & Twenty Dollars due and payable on the first day of November A.D.1846, as evidenced by his note of even date with this deed, which said sum of money is borrowed to enable the said Childress to operate his farming business & cultivate his crop to be planted and cultivated by said Childress & his employees in the year 1846, in Madison County Miss. on the Coleman place and said Childress wishing to secure the payment of said sum doth hereby bargain sell & convey to the said R. C. Smith the following property viz: 2 Mules & Jimmy

Deed of Trust made this 21<sup>st</sup> day of February AD1846, by John W. Childress to R. C. Smith as Trustee to secure John G. Wilson, witnesseth: that whereas the said John W. Childress is indebted to John G. Wilson in the sum of Four Hundred & Twenty Dollars due and payable on the first day of November A.D.1846, as evidenced by his note of even date with this deed, which said sum of money is borrowed to enable the said Childress to operate his farming business & cultivate his crop to be planted and cultivated by said Childress & his employees in the year 1846, in Madison County Miss. on the Coleman place and said Childress wishing to secure the payment of said sum doth hereby bargain sell & convey to the said R. C. Smith the following property viz: 2 Mules & Jimmy

& Jenny & 14 head of Cattle, 2 Oxen Bull & Buck. One Wagon, one Carriage, One Horse, and all the crops of cotton, corn, pease, fodder & potatoes and all other produce raised and to be planted & grown or produced in said County for the year 1846, by the said Childree and his employees and all other produce in which he may be interested in for the year 1846, or any other year until said sum of money is paid to him. & to hold free from the said Childree & those claiming the same. But this Deed is upon trusts viz: if the said Childree shall pay said sum when due, this deed is void. But if said sum is not paid at maturity then the said Smith at the request of the holder of said Note, shall take possession of said property & sell the same for cash, at public sale before the Court House door in Canton, after posting a notice of the sale, for five days previous thereto and shall apply the proceeds of the sale to the payment of this note and hand the balance to the owner of said Stock. If said Smith will not act as trustee then Wilson shall appoint some other person to act in the place of Smith & such person so appointed shall have all the power which is invested in Smith by this Deed.

Witness my hand and seal,

J. W. Childree 

State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of said County the within named J. W. Childree who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year mentioned as his Act and deed.



Given under my hand and Official Seal at Office in Canton, the 21<sup>st</sup> day of February A.D. 1846

O. S. Jeffrey Clerk  
By O. H. Lutwiler A.C.

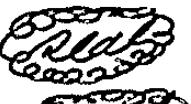
Thomas Fancett  
and Wife  
To J. D. D.  
Jno. W. Williams

} Filed for Record February 22<sup>nd</sup> AD 1846 at 10 am.  
Recorded March 18<sup>th</sup> AD 1846.

State of Mississippi, Madison County.

This Deed of Conveyance made this January 4<sup>th</sup> 1846. between  
 Thos. Faucett and his wife Sarah L. W. Faucett of the County  
 of Madison & State of Mississippi of the first part and John W.  
 Williams of Alcorn County State of Miss. of the second part.  
 Witness, that the said party of the first part, for and in consider-  
 ation of the sum of Fifteen Hundred Dollars Cash in hand  
 paid on delivery of this Deed of Conveyance, have granted bar-  
 gained sold & conveyed and do hereby grant bargain sell and  
 deliver to the said parties of the second part a certain parcel  
 or tract of land situated in said County of Madison and  
 State of Mississippi namely, the S $\frac{1}{2}$  of N.E. $\frac{1}{4}$  of Section  
 34. T. 10 R. 5 East containing 80 acres also seven acres off  
 E $\frac{1}{2}$  of S $\frac{1}{4}$  sec 34. T 10 R 5 East, commencing at the South-  
 East corner of S $\frac{1}{2}$  of N.E. $\frac{1}{4}$  of section 34. T 10 R 5 East and  
 Eighty acres running South seventy yards thence west cross-  
 ing the Robinwood Road, then the North edge of the said  
 Road being the established line. To have and to hold the  
 above described premises with the appurtenance to said party  
 of the second part, and their heirs and assigns and the said  
 parties of the first part covenant with the parties of the second  
 that they will warrant and forever defend the title of the  
 same to the party of the second part, and their heirs or the  
 aliens under them free from and against the right title or  
 claims of all persons whatsoever.

In testimony whereof the parties of first part herein  
 to put their names and seals this day and year  
 first above written,

Thos. Faucett   
 S. L. W. Faucett 

The State of Mississippi  
 Madison County

Premarily appeared before me the  
 undersigned a Justice of the Peace in and for said County  
 the within named Thomas Faucett, who acknowledged  
 that he signed sealed and delivered the foregoing Deed  
 of Conveyance on the day and year therein mentioned as  
 his act and deed Also appeared Sarah L. W. Faucett  
 Wife of the said Thomas Faucett who after being examined  
 privately and apart from her said husband, acknowledged  
 that she signed sealed and delivered the foregoing Deed as her  
 voluntary act and freely and for the purpose therein specified

without any fear threat or compulsion of her said husband.

Given under my hand and seal this 6<sup>th</sup> day  
of January AD 1846.

D. P. Brown J. P. *[seal]*

Abram Jones      } Filed for Record February 22<sup>nd</sup> AD 1846 at 10 a.m.  
To } Deed            } Recorded March 18<sup>th</sup> AD 1846,  
B. & F. J. Smith    }

Benton Miss. February 22<sup>nd</sup> 1846.

This agreement is to witness that Abram Jones has this day borrowed of B & F. J. Smith Twenty five dollars to redeem One black horse mule from Tom Shuckelford, and the said Abram Jones agrees to pay the said B. & F. J. Smith Forty Five Dollars or before the 1<sup>st</sup> of Oct. 1/46 for the use of said Twenty five dollars so borrowed of said Smith and the said Jones hereby pledges said mule and his crop of Cotton for the faithful payment of the same, and it is further expressly understood as a part of this agreement that the said Jones is to bring his entire crop of Cotton, excepting 3600\* seed Cotton to the Gin House of said Smith to be ginned and packed at a reasonable price.

Witness: Johnnie Ritz.

Abram <sup>his</sup> mark Jones

State of Mississippi }  
Madison County }  
Abram Jones

Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named Abram Jones who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.

Given under my hand and official seal, at  
Office in Benton, this 22<sup>nd</sup> day of February AD 1846,

O. S. Jeffrey Clerk

By C. H. Lutwiler A.C.



Thos. T. Singleton  
Trustee  
To Deed of Conveyance  
B/w M. Yandell and  
J. W. Maxwell

Filed for Record February 22<sup>nd</sup> AD 1846 at 5 P.M.  
Recorded March 18<sup>th</sup> AD 1846

This Deed made this 22<sup>nd</sup> day of February 1846, by Thos T. Singleton Trustee as herein after shown to M. Yandell and J. W. Maxwell, all parties of the County of Madison & State of Mississippi. Witnesseth, that whereas by a Deed of Trust executed by Mary L. Henry of said County of Madison in 15<sup>th</sup> day of March 1842, she conveyed to Robert Sherrard Trustee, to secure the payment of a certain promissory note to John B. Sherrard, certain real estate as herein described, which Deed of Trust is of record in the Chancery Clerke office of the County of Madison & State of Mississippi in Deed Book "W" page 429, and containing a power of sale by said Robert Sherrard in case of the non-payment of said promissory note and whereas said promissory note and deed of trust, securing the same have been for value received assigned and transferred to Henry J. Yandell and whereas said Deed invests the assignee thereof with power to appoint another Trustee in case of the death or removal of the Trustee & whereas Robert Sherrard has died since his appointment as Trustee and whereas Henry J. Yandell has appointed Thos. T. Singleton Trustee in place of said Robert Sherrard deceased, and whereas said note was not paid when due except the sum of One Hundred Dollars & has long since been due & the said Singleton being thereunto moved and directed by the said Henry J. Yandell, did duly advertise said real estate, conveyed to him by said Deed of Trust, to be sold by him at the door of the Court House of Madison County & State of Mississippi between the hours of 11 o'clock A.M. & 4 o'clock P.M. of the 14<sup>th</sup> day of February 1846 & did post written notice of said sale for (20) Twenty days before hand at said Court House door in said City of Canton, County and State aforesaid, announcing that on said 14<sup>th</sup> day of Feby 1846, at said Court House door said T. T. Singleton as Trustee in said Deed would sell at public outcry, to the highest bidder for cash all that

real estate particularly described in said Deed of Trust and which real estate was particularly described in said Deed of Trust, and which real estate was particularly described in said notice and on said 14<sup>th</sup> day of Feby. 1846, at said Court House door in said City of Canton, the said Thos. J. Singleton did proceed to sell to the highest bidder for cash that real estate described in said Deed of Trust, & notice as  $\frac{1}{2} \text{ S} \& \frac{1}{4} \text{ Sec } 3$ . (30) Thirty Acres off the East side of  $\frac{1}{2} \text{ N} \& \frac{1}{4}$  and (5) Five Acres off the North East corner of  $\frac{1}{2} \text{ S} \& \frac{1}{4}$  Sec 10.  $\frac{1}{2} \text{ E} \& \frac{1}{4}$   $\text{NW} \frac{1}{4}$  and  $\frac{1}{2} \text{ SW} \frac{1}{4}$  and  $\frac{1}{2} \text{ W} \frac{1}{2} \text{ SW} \frac{1}{4}$  Sec 11, Township 11, Range 3 East, situated in said County of Madison & State of Mississippi together with all appurtenances & improvements thereto belonging and at said sale as aforesaid Wm. M. Mandell and J. W. Maxwell became and were the highest bidders therefor at the sum of Four Hundred (\$400<sup>00</sup>) Dollars at which price the same was knocked off to them & they were declared the purchase thereof and whereas the said sum has been paid by said Mandell and Maxwell. Now therefore in consideration of the premises said T. J. Singleton as Trustee aforesaid has this day sold and conveyed to them the above described parcel of land bid off by them at said sale To have and to hold to them the said Wm. M. Mandell & J. W. Maxwell their heirs and assigns forever in as full and ample manner as the said Trustee can convey by virtue of the premises.

In testimony whereof the said T. J. Singleton has hereunto set his hand and seal the day and year first above written.

T. J. Singleton 

State of Mississippi  
Madison County

Personally appeared before the un-  
dertigned, Clerk of the Chancery Court of said County, the  
within named Thos. J. Singleton, who acknowledged that  
he signed sealed and delivered the foregoing Deed on the  
day and year mentioned as his act and deed.

 Given under my hand and official seal, at office in Can-  
ton this 22<sup>nd</sup> day of February A.D. 1846. S. S. Jeffrey Clerk  
By E. H. Luttrell, D.C.

Primus Floures  
To<sup>3</sup> Dad of Trust  
James Virden  
To secure<sup>3</sup> Trustee  
Alexander Virden

Filed for Record February 21<sup>st</sup> AD1846 at 9 AM.  
Recorded March 20<sup>th</sup> AD1846

This Indenture, made and entered into between Primus Floures of the first part Alexander Virden of the second part, and James Virden, Trustee of the third part. Witneseth: that the party of the first part conveys the property hereinafter mentioned for and in consideration of one dollar to him in hand paid and for the further consideration that the party of the second part has agreed to advance to him during the present year money and supplies to aid in raising and producing the crop herein conveyed to an amount which the said party of the second part shall deem it safe in so doing, not exceeding however the sum of One Hundred Dollars \$100<sup>00</sup> which said advances are to be due and payable to the said party of the second part at his store in Jackson Miss. on the first day of November AD1846. Now therefore, in consideration of the aforesaid premises, the said Primus Floures party of the first part, hereby gives, grants, bargains sells and conveys unto the said party of the third part, as trustee the following property, being in the County of Madison, And the personality being situated therein to wit: One (1) Black mare mule named Sally. One (1) Sorrell mule named Mary. Five (5) head of Cattle, 1 Mule 1 horse. Five head of Cattle, now owned by the party of the first part, and used and being used by said party of the first part on a part of a plantation in said County, and wherein he resides, also all the crop of Corn, fodder and Cotton, which may be raised during the year 1846, on said plantation, and if any part of said plantation shall be leased to other parties, then all the rents and all the securities therefor, which said party of the first part may have, or take, or in anywise be entitled to. And the party of the first part agrees and contracts with the said Trustee that he will take good care of, and protect said personal and will not dispose of, or remove the same until the debt herein secured, shall be fully paid off and discharged. And further that the said party of the first part will

plant. said plantation or thirty (30) acres thereof in corn and Cotton. and will cultivate the same and gather in due time the crops so produced. and if the said party of the second part shall deem that his security, herunder is endangered by the failure of the party of the first part. to cultivate and gather. and prepare for market said crop. then said Trustee. at the request of the party of the second part. may employ labor to cultivate. gather and prepare for market said crop. and the expenses thereby incurred shall be a lien on said crop. and entitled to satisfaction out of the same before the advances herein made. and if said expense shall be paid by Alexander Virden. his rights in that respect shall be the same as the rights of said Trustee. And it is further agreed and stipulated that the party of the third part shall take possession of. and sell said crop. and personally. to pay said debt or advances. if the same be not paid at maturity. and he shall have power also to take possession of. and sell the same at any time. if the said party of the first part shall sell or dispose of. or remove any part of the same without first paying said debt. If any sale is made by the Trustee. it shall be at auction. and for cash either on the premises. or in the City of Jackson in ten days notice thereof. made by posting said notice at three public places in said City. or if said Trustee and said party of the first part shall agree thereto. said Cotton may be shipped to a commission Merchant for sale in New Orleans La. It is further understood and agreed. that if said Trustee shall die. or remove from the County. or otherwise neglect to act. Alexander Virden. the said party of the second part may. by a writing under his hand and seal. appoint a new Trustee. who shall have all the powers and rights here in vested in said party of the third part. and if said party of the second part. Alexander Virden. shall die his successor or administrator. shall have the same power of appointment. If a sale is made. the proceeds shall be first applied to the payment of the expenses thereof. then to the expenses which may have been incurred in cultivating. gathering or preparing said crop for market. then to said debt. and the surplus if any. to said party of the first part.

Witness my hands and seal this 19<sup>th</sup>

day of February 1846.

Primus <sup>his</sup> Flowers

The State of Mississippi  
Madison County }  
City of Jackson }

This day personally appeared before me, a Notary Public, in and for said County the above named Primus Flowers and acknowledged that he signed sealed and delivered the foregoing instrument as his act and did on the day of its date, and for the purpose therein mentioned.

Witness my hand and seal, this 19<sup>th</sup> day of February AD 1846.

W. H. H. Green  
Notary Public

A. W. Hendrickson  
To Deed of Trust

A. H. Lacey Trustee

To secure

J. E. Richardson & Co.

Filed for Record February 22<sup>nd</sup> A. D 1846. abgaw  
Recorded March 20<sup>th</sup> AD 1846

"Merchants Deed of Trust"

This Deed of Trust made this 11<sup>th</sup> day of February AD 1846, Witnesseth: that whereas A. W. Hendrickson of Madison County, party of the first part is indebted to J. E. Richardson & Co. of Jackson in the sum of One hundred and twenty five \$125 Dollars on his note for that amount, dated herewith payable 1<sup>st</sup> November 1846, and whereas said party of first part expects said J. E. Richardson & Co. to advance him Twenty five dollars and not to exceed One hundred and fifty dollars in money, supplies and merchandise during the year 1846, and whereas said party of the first agreed to secure the payment of said sum, as also any further amounts that may be advanced as aforesaid and not mentioned herein, that the party of the first part, in consideration of the premises as well as for ten dollars to him paid by A. H. Lacey Trustee, doth hereby bargain sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows. One dark Brown Horse named "Bride" aged 8 years also the entire Crop of Cotton, Corn, and other agricultural products to be raised by him and his employees

during the year 1846, on what is known as the "Moses Simpson Place" in said County, also all farming implements, the title to which unto said Trustee or any successor or, warrants and agrees forever to defend, in trust, however that if said party of the first part shall, on or before the first day of November 1846, pay what may due said T. E. Richardson & Co. as aforesaid, and all costs incurred on account of this deed, then this deed to be void, but if default is made in said payments the Trustee shall take possession of said property, and having given ten days notice of the time place and terms of sale, by posting same in at least three public places in said County, sell said property or a sufficiency thereof, to make said payments, for cash, at public auction, at said plantation. And said T. E. Richardson & Co. or his legal representative can at any time they may desire, appoint a trustee in the place of A. W. Lacey or any succeeding Trustee. And should the Trustee at any time believe said property, or any part thereof endangered as a security for said payments he shall take the same into his possession and hold till said property is sold as aforesaid, but until demanded by the trustee for either of the purposes aforesaid, said party of the first part can hold the same.

In testimony whereof, said A. W. Hendricks hath hereto set his hand and seal on the date above written.

A. W. Hendrick 

The State of Mississippi  
Kosciusko County

This day personally appeared before me the undersigned Chancery Clerk of Kosciusko County, A. W. Hendricks and acknowledged that he signed sealed and delivered the foregoing Deed of Trust, at the time therein named, as his Act and deed.

Witness my hand and seal of office this  
11<sup>th</sup> day of February AD 1846.



Wm. T. Ratcliffe Chy. clk.  
per R. Garrison Dij. clk.

Prince Massie<sup>rd</sup>  
Catherine Davis  
To } Deed of Trust  
Moses W. Payne } Filed for Record February 23<sup>rd</sup> AD1846 at 8 am.  
Recorded March 20<sup>th</sup> AD1846.

The State of Mississippi, Madison County:  
 Know all men by these Presents that Prince Massie, Catherine Davis of the County of Madison, and State of Mississippi, for and in consideration of the sum of One dollar Cash to me in hand paid by Moses W. Payne of the Parish of Orleans and State of Louisiana the receipt of which is hereby acknowledged, and for the further consideration of a certain debt of Nine hundred pounds of Lump Cotton, to be delivered out of the first picking, for the rent of Forty acres (more or less) of land on the Douglas Plantation, for the year 1846, and which land we have this day rented from said Moses W. Payne and due from us to said Moses W. Payne as evidenced by a written obligation executed by us, payable to said Moses W. Payne, on order bearing date February 10<sup>th</sup> AD1846, and due October first AD1846, and for the additional sum of One hundred & Seventy Dollars, as evidenced by a promissory note executed by us, payable to said Moses W. Payne or order bearing date February 10<sup>th</sup> AD1846, and due October first AD1846, have this day granted bargained and sold and do by these presents grant, bargain, sell, convey and deliver to said Moses W. Payne all my right title and interest in twenty five acres (more or less) of Cotton, and fifteen acres (more or less) of Corn, to be cultivated this year on the Douglas Plantation in said County and State, and the following described personal property, to wit: One Dark Brown horse Mule 4 years old, and about (15) fifteen hands high on this day bought of him to have and to hold unto the said Moses W. Payne or their legal representatives. In trust, however, and to secure the payment of the above described debts. If the said debts shall not have been paid and fully satisfied, together with all the expenses of this conveyance, on or before the first day of October AD1846, then in that event the said Moses W. Payne are hereby authorized and fully empowered, after five days notice in writing, stuck up in five public places in Madison County, State of Mississippi to sell said crops, and personal property, at public Auction, for cash.

in hand, and apply the proceeds of such sale first to the payment of expenses incurred by the execution of this conveyance, then to the payment of the debt above recited, and if any surplus remains after said expenses and debts have been fully paid and satisfied, it shall be paid to the said Prince Massu, or order.

Witness our hands and seals the 10<sup>th</sup> day of February AD 1846.

Attest J. P. Stockton

J. L. Love

Prince <sup>his</sup> Massu <sup>mark</sup> Davis <sup>mark</sup>  
Catherine <sup>his</sup> Davis <sup>mark</sup>

State of Mississippi } ss.  
Madison County }

Personally appeared before me the undersigned Justice of the Peace in and for the County & State aforesaid, the within named J. P. Stockton one of the subscribing Witnesses to the above sealed instrument, who being first duly sworn, deposes and saith that he saw the above named Prince Massu and Catherine Davis sign seal and deliver the same, that he this deponent, subscribed his name as a Witness thereto, and in the presence of said parties and that he saw the other subscribing witness F. Love sign the same in their presence, and that the witness signed in the presence of each other, on the day and year therein named,

Given under my hand and seal this 14<sup>th</sup> day of February AD 1846,

M. Joseph J.P. Seal

Wester Franklin } Filed for Record February 20<sup>th</sup> AD 1846 at 8 AM.  
and Peggy Franklin } Recorded March 20<sup>th</sup> AD 1846.  
Do } Deed of Trust  
Mose W. Payne }

The State of Mississippi Madison County  
Know all men by these Presents, that Wester Franklin, Peggy Franklin, of the County of Madison, and State of Mississippi, for and in consideration of the sum of One Dollar to me in hand paid by Mose W. Payne, of the Parish of Orleans and State of Louisiana, the receipt of which is hereby acknowledged, and for the additional sum of Fifty Dollars, as evidenced by a promissory note executed by us payable to

to said Moses H. Payne or order bearing date February 10<sup>th</sup> A.D. 1846, and due October first A.D. 1846, have this day granted, bargained and sold, and do by these presents grant, bargain, sell, convey and deliver to said Moses H. Payne all my right title and interest in fifteen acres (more or less) of Cotton, and five acres (more or less) of Corn, to be cultivated this year on the Douglass Plantation in said County and State, and the following described personal property, to wit: One Dark Brown horse Mule 9 years old we have this day bought of him, to have and to hold unto the said Moses H. Payne, or their legal representation; In trust, however, and to secure the payment of the above described debt, if the said debt shall not have been paid and fully satisfied, together with all the expenses of this conveyance, on or before the first day of October A.D. 1846, then in that event the said Moses H. Payne are hereby authorized and fully empowered, after five days notice in writing stuck up in five public Places in Madison County, State of Mississippi, to sell said crops, and personal property, at public auction, for cash in hand, and apply the proceeds of such sale first to the payment of expenses incurred by the execution of this conveyance, then to payment of the debt above recited and if any surplus remaine after said expenses and debt have been fully paid and satisfied, it shall be paid to the said Weston Franklin or order.

Witness our hands and seal the 10<sup>th</sup> day  
of February A.D. 1846,

Weston Franklin   
mark  
Peggy Franklin   
mark

Attest J. P. Stockton

J. Lowe

State of Mississippi } ss.  
County of Madison } ss.

Personally appeared before me the Undersigned Justice of the Peace in and for said County, the within named, J. P. Stockton one of the subscribing Witnesses to the above sealed instrument, who being first duly sworn deposes and saith that he saw the above named Weston Franklin and Peggy Franklin sign seal & deliver the same, that he the deponent, subscribed his name as a witness thereto in the presence of said parties and that he saw the other witness J. Lowe sign the same in