

Elijah Forbes and  
 Emilie Forbes  
 Do Deed of Trust  
 J. S. Porter Trustee  
 To secure  
 J. Yellowley

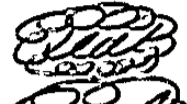
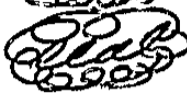
Filed for Record March 7<sup>th</sup> A.D. 1846 at 8 a.m.  
 Recorded April 13<sup>th</sup> A.D. 1846

"Merchants Deed of Trust"

This Deed of Trust made this 26<sup>th</sup> day of February A. D. 1846. Witnesseth that whereas, Elijah Forbes and Emilie Forbes his wife parties of the first part are indebted to J. Yellowley in the sum of One hundred and Seventy four 73/100 Dollars, evidenced by their promissory note dated Feb 26<sup>th</sup> 1846, and due Nov 1<sup>st</sup> 1846, and whereas, said parties of first part expect said J. Yellowley to advance them money supplies and merchandise during the year 1846 to amount of \$100<sup>00</sup> and whereas, said parties 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 parties of the first part, in consideration of the premises as well as for ten dollars to them paid by J. S. Porter Trustee, do hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows: One Mouse colored Mare Mule, One bay mare mule Fly, and all the crop or crops, or every kind or description that may be grown by said parties of the first part or in any one in their employ during the present year, in trust; however, that if said parties of the first part shall, on or before the first day of November 1846, pay what may be due said J. Yellowley 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 advertisements thereof in three or more public places in said County, sell said property or a sufficiency thereof, to make said payments for cash, at public auction, at Madison Station, And said J. Yellowley or her legal representation, can at any time she may desire, appoint a trustee in the place of J. S. Porter 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 Elijah Forbes and Emilie Forbes have hereunto set their hands and seals, on the date above written

Elijah <sup>his</sup> Forbes   
Emilie <sup>her</sup> Forbes 

The State of Mississippi } s.s.  
Madison County }

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

Witness my hand and seal of office, this 29<sup>th</sup> day of Feb'y A.D. 1846.

R. E. Andrews J.P. 

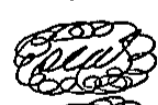

Burton Miller  
and Lucy Miller  
Do Deed of Trust  
J. S. Porter Trustee  
To secure  
J. Yellowly

Filed for Record March 4<sup>th</sup> A.D. 1846 at 8 am  
Recorded April 14<sup>th</sup> A.D. 1846

"Merchants Deed of Trust"  
This Deed of Trust made this 26<sup>th</sup> day of February A.D. 1846. Witnesseth: that whereas Burton Miller and Lucy Miller party of the first part is indebted to J. Yellowly in the sum of Two Hundred and Ninety <sup>00</sup>/<sub>100</sub> Dollars evidenced by his promissory note dated Feb'y 26<sup>th</sup> 1846 and due November 1<sup>st</sup> 1846, and whereas, said party of first part expects said J. Yellowly to advance him money, supplies and merchandise during the year 1846, to amount off 100<sup>00</sup>/<sub>100</sub> 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 the dollar to him paid by J. S. Porter Trustee, does hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows. One Mule, dark mare, one bay mare mule "Fig". One Sorrel horse Mule "Roman". One Black Mare Mule. One Wagon, and all the crop or crops of every kind and description that may be grown by said party of first part, or any one in his employ during the present year; the title to which unto said Trustee or any successor, he 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 be due said J. Yellowly 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 advertisements thereof in three or more public places in said County, sell said property or a sufficiency thereof, to make said payments, for cash, at public Auction, at Madison Station, And said J. Yellowly or her legal representatives, can, at any time she may desire appoint a trustee in the place of J. S. Porter 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 Burton Miller has hereto set his hand and seal, on the date above written,

Burton <sup>his</sup> Miller   
 Lucy <sup>her</sup> Miller 

The State of Mississippi }  
 Madison County }

This day personally appeared before me, the undersigned, a Justice of the Peace in and for said County, Burton Miller and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, at the time therein named, as his act and deed, Also appeared Lucy Miller his wife of the said Burton Miller, 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 or her said husband.

Witness my hand and seal of office, this 28<sup>th</sup> day of February A.D. 1846

R. E. Andrews J. P.

Ed. N. Taylor & Co  
Sallie Taylor  
Do Deed of Trust  
J. S. Porter Trustee  
To secure  
J. Yellowley

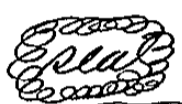
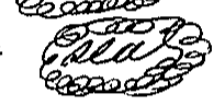
Filed for Record March 7<sup>th</sup> A.D. 1846 at 8 a.m.  
Recorded April 14<sup>th</sup> A.D. 1846.

"Merchants Deed of Trust"

This Deed of Trust made this 26<sup>th</sup> day of February A.D. 1846. Witnesseth: that whereas Ed. N. Taylor & Co Sallie Taylor his wife, parties of the first part are indebted to J. Yellowley in the sum of One hundred and five <sup>00</sup>/<sub>100</sub> Dollars evidenced by their promissory note dated Feb'y 26<sup>th</sup> 1846, and due Nov 1<sup>st</sup> 1846, and whereas, said parties 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 parties of the first part, in consideration of the premises as well as for ten dollars to them paid by J. S. Porter Trustee, do hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: One black horse mule, "Jack," One brown horse mule "Pete," And the crop or crops of every kind and description that may be grown by said parties of the first part, or any one in their employ during the present year. In trust, however, that if said parties of the first part shall, on or before the first day of November, 1846, pay what may be due, said J. Yellowley, 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 advertisements thereof in three or more public places in said County, sell said property or a sufficiency thereof to make said payments, for cash at public auction, at Madison Station, and said J. Yellowley

or her legal representative can at any time she may desire appoint a trustee in the place of J. S. Porter 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, and 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 Ed N. Taylor and Sallie Taylor have hereto set their hands and seals, in the date above written.

E. N. Taylor   
Sallie Taylor 

The State of Mississippi } ss.  
Madison County }

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

Witness my hand and seal of Office, this 29<sup>th</sup> day of Feb. AD 1876.

R. O. Andrews J.P. 

William Iveson  
and Frank Johnson  
D's Deed of Trust  
A. W. Lacy Trustee  
to secure  
D. O. Richardson & Co

Filed for Record March 7<sup>th</sup> AD 1876 at 8 a.m.  
Recorded April 14<sup>th</sup> AD 1876.

"Merchants Deed of Trust"  
This Deed of Trust made this 28<sup>th</sup> day of February AD 1876. Witnesseth: that whereas, William Iveson and Frank Johnson parties of the first part, expect D. O. Richardson & Co. to advance them Fifty dollars and not

to exceed One hundred dollars in money, supplies and merchandise during the year 1846, and whereas, said parties 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 parties of the first part, in consideration of the premises as well as for ten dollars to them paid by W. H. Lacey Trustee, do hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows: the entire crop of Cotton, Corn and other agricultural products to be raised by them or either of them during the year 1846 on what is known as a part of the "Body" Place about  $\frac{1}{4}$  of a mile from Pongaloo Station in said County, (said Isaac and Johnson work said place on shares each receiving one half of crop produced,) the title to which unto said Trustee or any successor, warrant and agree forever to defend, in trust however, that if said parties of the first part shall, on or before the first day of November, 1846, pay what may be due said J. O. 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 of Madison, sell said property or a sufficiency thereof, to make said payments: for cash, at public Auction, at the said plantation. And said J. O. Richardson & Co. or their legal representatives, now at any time they may die, appoint a trustee in the place of W. H. Lacey or any succeeding Trustee, and shall 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.

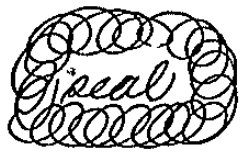
In testimony whereof, said parties hereto have hereto set their hands and seals on the date above written.

Wm. Swenson  
 Frank <sup>his</sup> Johnson  
 mark



The State of Mississippi } s.s.  
Hinds County }

This day personally appeared before me: the undersigned Chancery Clerk of Hinds County, William Jenson and Frank Johnson and acknowledged that they signed sealed and delivered the foregoing Deed of Trust, at the time therein named, as their act and deed.



Witness my hand and seal of Office, this 28<sup>th</sup> day of February A.D. 1846.

W. T. Rattiffe Chy. Clk.  
per R. Barnum D.C.

E. D. Cox  
D. G. Pepper  
Richardson and May

Filed for Record March 24<sup>th</sup> A.D. 1846 at 9 o'clock  
Recorded April 14<sup>th</sup> A.D. 1846

This Indenture, made this twentieth day of March A.D. 1846, by and between E. D. Cox of Madison Station Madison County Missi. party of the first part, and D. G. Pepper of Jackson Missi. party of the second part, and Richardson and May of New Orleans La. parties of the third part. Witnesseth, that whereas the party of the first part is indebted to the parties of the third part in the sum of Six hundred & Sixty three Dollars And whereas the said party of the first part has executed and delivered to the parties of the third part his promissory note of even date herewith, in the sum of Six hundred & Sixty three Dollars, payable to their order at their office, in the City of New Orleans on the twenty third day of November next, and bearing interest from maturity at ten per cent per annum, to cover said indebtedness, which note is to be discounted at current rates, and the proceeds passed to the credit in open account, of the party of the first part, for use in the purchase of supplies and merchandises for the family and plantation of the party of the first part. Now therefore, in consideration of the premises, and in order to secure the payment of said sums advanced or to be advanced as aforesaid, the said party of the first part, does hereby bargain, sell and convey to said party of the second part, the following described property to wit: Seven Head of Mules, and the crop of Corn and Cotton which may be grown on his plantation


At the request of Richardson & May in writing on the original Deed of Trust of D. G. Pepper made by me the Chancery Clerk satisfied in full this 30 day of January A.D. 1847.

during the present year, together with Seven head of Mules as before mentioned, To have and to hold the above described personal property to him the said party of the second part, his heirs and assigns forever. In trust, however, and upon the following conditions viz: that if the said party of the first part shall on or before the twenty sixth day of November 1846. pay what may be due to said parties of the third part upon said promissory notes, and all costs incurred on account of this indenture, then this conveyance shall be void, but if default is made in said payment the said party of the second part, when so requested by the parties of the third part, shall take possession of said property, and having given ten days notice to said party of the first part by posting notices in three separate places in said County of Madison of the time place and terms of sale, shall sell or cause to be sold said property or so much thereof as may be necessary to meet said indebtedness and the expense of executing this trust, at public Auction, for cash. And the said parties of the third part or their legal representatives can at any time they may desire, appoint a trustee in place of said party of the second part, 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 it until said payments are made, or until 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. And the said party of the first part further binds and pledges himself to gather and to put into condition to ship to market as soon as same can be done, the crop of Cotton that he may raise or control, during the year 1846, and also binds and pledges himself to ship said Cotton from time to time, as soon as the same is gathered and in condition to be sent to market, to said parties of the third part in New Orleans to be sold by them. And should the said party of the first part fail to ship as much as 15 bales Cotton during the season of 1846, that he will pay said parties of the third part a commission of 2 1/2 percent, or any such deficiency, based upon the average value of Cotton during the season. And it is expressly agreed and understood by and between the parties hereto, that the said parties of the third part shall have the exclusive right to



apply the net proceeds of sale of all cotton shipped and all payments of money made to them, to the payment of any indebtedness which may be due now, or which may hereafter become due to them by the said party of the first part upon open account, or to the debt secured and intended to be secured by this Indenture, according to their or the exigency of the case, that such application may be made at such time and in such manner, as they may see fit, and that no application of such proceeds of sale or money to the payment of any debt in open account which may at any time be due to the said parties of the third part by the said party of the first part, shall impair, lessen or prejudice the debt secured and intended to be secured by this Indenture, or the security herein and hereby provided therefor.

Given under my hand and seal at Madison St<sup>ys</sup> Missi. the day and year above written.

C.D. Cox 

The State of Mississippi }  
Madison County }

This day personally appeared before me, the undersigned, Justice of the Peace in and for said County C.D. Cox who then and there acknowledged that he signed, sealed and delivered the foregoing writing on the day and year therein, in that behalf mentioned, as his act and deed, and for the purpose therein set forth.

Witness my hand and seal this the 22 day of March 1846

R. O. Andrews J. 

David Fulton and  
Prudence P. Fulton  
To & Deed.  
Geo. A. Hogsett

Filed for Record March 27<sup>th</sup> AD 1846 at 10 a.m.  
Recorded April 14<sup>th</sup> AD 1846.

Know all men by these Presents: that this Indenture made and entered into this the day of AD 1846, by and between David Fulton and his wife Prudence P. Fulton of the first part, and Geo. A. Hogsett Special Commissioner U. S. Circuit Court, of the second part is to witness, That for and in consideration of the dismissal of a suit of ejectment now pending against said first parties for possession of the premises hereinafter conveyed, and the sum of ten dollars Cash

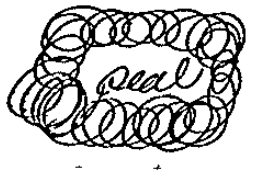
in hand to them paid by the second party the first parties do hereby bargain sell alien and convey unto the said Geo. W. Hoagsett the following described property viz: a certain lot or parcel of ground lying and being in the city of Canton County of Madison and State of Mississippi and better described as follows viz: commencing on the Moore Ferry & Canton Road at the South West corner of N. B. Stinsons lot thence running with the line of said road South One hundred feet thence running East four hundred feet. thence running North one hundred feet. thence running West four hundred feet to the beginning to have and to hold the same unto him the said Geo. W. Hoagsett and his heirs and assigns forever together with all the tenements appurtenances and hereditaments thereto belonging. But this conveyance and sale is made upon the following terms and conditions if the said David Fulton and Prudence P. Fulton shall dismiss a suit for damages which is now pending in the Circuit Court of Madison County against Henry S. Prots Jr. and other parties defendant thereto and shall forever acquit them of all responsibility in the premises and hold them harmless and shall pay to the said Geo. W. Hoagsett the sum of five hundred dollars one half in one year from the date of this instrument and the other half in two years thereupon and shall pay two per cent per month interest on said sum of money from this date thru this instrument to be null and void, and the said Geo. W. Hoagsett or in the event of his death any one whom the Chancery Court of Madison County shall appoint as special Commissioner shall sell for the said five hundred dollars above set forth & interest the said property back to the said David and Prudence P. Fulton or either of them as they shall elect & shall make a deed of said property to them or either of them as they shall elect. Otherwise this deed to be in full force and effect as a conveyance in fee simple of the property therein described.

In testimony whereof said first parties have hereto set their hands and seals the day and year first above written.

David Fulton  
Prudence P. Fulton

State of Mississippi }  
Madison County }

Personally appeared before me O. S. Jeffrey  
Clerk of the Chancery Court of said County, the within named  
David Fulton and Prudence P. Fulton his wife, who severally  
acknowledged that they signed, sealed, and delivered the fore-  
going and annexed Deed, as their own act and deed, and  
the said Prudence P. Fulton, upon a private examination by me  
made, separate and apart from her said husband, acknowledg-  
ed that she signed, sealed and delivered the same as her vol-  
untary act and deed, freely without any fear, threats or com-  
pulsion of her said husband.



Given under my hand and seal of said Court  
this 6<sup>th</sup> day of March A.D. 1846.

O. S. Jeffrey Clerk  
By O. B. Luitwiler D.C.

W. B. Ricks }  
Trustee }  
D. G. Pepper Trustee }  
use of }  
Richardson & May }

Filed for Record March 4<sup>th</sup> A.D. 1846 at 9 am.  
Recorded April 14<sup>th</sup> A.D. 1846

This Indenture, made this 26<sup>th</sup> day of Febru-  
ary A.D. 1846, by and between W. B. Ricks of Canton State of  
Mississippi, party of the first part and D. G. Pepper party of the  
second part, and Richardson & May of New Orleans La. parties  
of the third part, Witnesseth, that whereas the party of the first  
part is indebted to the parties of the third part in the sum  
of Two hundred Dollars, and whereas said party of the first part  
expects said parties of the third part to advance in money supplies  
and merchandise, during the year 1847, to the further extent of Dol-  
lars, and the said parties of the third part have agreed so to do in  
such manner as they may deem most conducive to the purposes of  
this indenture, and whereas the said party of the first part has  
executed and delivered to the parties of the third part his promissory  
note of even date herewith, in the sum of Five hundred fifty three  
& 34/100 Dollars, payable to their order at their office, in the City  
of New Orleans, on the fifth day of November next, and bearing  
interest from maturity at ten per cent per annum to cover said  
indebtedness, which note is to be discounted at current rates.

and the proceeds passed to the credit in open account, of the party of the first part for use in the purchase of supplies and merchandise for the family and plantation of the party of the first part. Now therefore in consideration of the premises and in order to secure the payment of said sum advanced or to be advanced as aforesaid, the said party of the first part hereby bargain, sell and convey to said party of the second part, the following described property to-wit: Six (6) head of Mules, and all farming implements at present on the Plantation known as Christman's Place, in the County of Madison, State of Mississippi, and the crop of Corn and Cotton which may be grown on said plantation during the present year, together with the head of Mules and farming implements as aforesaid. To have and to hold the above described and personal property to him the said party of the second part, his heirs and assigns forever. In trust, however, and upon the following Conditions, viz: that if the said party of the first part shall on or before the day of November 1876, pay what may be due to said parties of the third part, upon said promissory notes, and all costs incurred on account of this Indenture, then this Conveyance shall be void but if default is made in said payment the said party of the second part, when so requested by the parties of the third part, shall take possession of said property, and having given 10 days notice to said party of the first part by posting notices in three different places in said County of Madison, of the time, place and terms of sale, shall sell or cause to be sold said property or so much thereof as may be necessary to meet said indebtedness and the expense of executing this trust, at public Auction for cash. And the said parties of the third part or their legal representatives, can at any time they may desire, appoint a Trustee in place of said party of the second part, 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 it until said payments are made, or until 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, and the said party of the first part further bind and pledge himself to gather and to put into condition to ship to market

as soon as the same is gathered and in condition to be sent to market, to said parties of the third part in New Orleans to be sold by them. And should the said party of the first part fail to ship as much as Seventy five bales Cotton during the season of 1846, that he will pay said parties of the third part a commission of 2 1/2 per cent or any such deficiency based upon the average value of Cotton during the season. And it is expressly agreed and understood by and between the parties hereto that the said parties of the third part shall have the exclusive right to apply the net proceeds of sale of all Cotton shipped and all payments of money made to them, to the payment of any indebtedness which may be due now, or which may hereafter become due to them by the said party of the first part upon open account or to the debt secured and intended to be secured by this Indenture, according to their view of the exigency of the case, that such application may be made at such time and in such manner as they may elect. and that no application of such proceeds of sale or money to the payment of any debt in open account, which may at any time be due to the said parties of the third part by the said party of the first part, shall impair, lessen or prejudice the debt secured and intended to be secured by this Indenture or the security herein and hereby provided therefor.

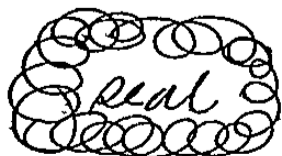
Given under hand and seal at the day and year above written.

W. B. Ricks 

The State of Louisiana }  
City of New Orleans }

This day personally appeared before me the undersigned a Commissioner of Mississippi at New Orleans of and said the above named W. B. Ricks who then and there acknowledged that he signed, sealed and delivered the foregoing writing on the day and year therein, in that behalf mentioned, as his act and deed and for the purposes therein set forth.

Witness my hand and seal this the 3<sup>d</sup> day of March 1846



Andrew Hero Jr.   
Commissioner

J. G. Henry and  
 J. F. Elliott  
 } of Agreement  
 Wm. Grose  
 } of Assignment  
 G. L. Grose and  
 A. N. Parker

Filed for Record March 7<sup>th</sup> A.D. 1846 at 5 P.M.  
 Recorded April 15<sup>th</sup> A.D. 1846

State of Mississippi  
 Madison County

Whereas Wm. Grose party of the first part has entered in the following Contract with Messrs J. G. Henry & J. F. Elliott partners in planting in aforesaid County & State. The party of the first part has this day delivered unto said parties of the second part as follows Viz. five turning plows seven single trees, five pr. traces, two pr. hammers, 2 Harrows, four sweeps, two spades, four weed-  
 ing hoes, two scrapers one ox two Bull tongues, one Corn planter, two Cotton planters, three Mules One horse, three hundred bushels Corn, five stacks fodder, one four horse wagon, and Blacksmith tools all to be returned unto said party of the first part or his assigns on January 1<sup>st</sup> 1847 in good Condition. For in consideration of the delivery of aforesaid articles the parties of the second part hereby release Wm. Grose from the payment of the land rent due J. R. Powell to the amount of Five hundred Dollars for the year 1846, the said parties of the second part also agree to pay to the said party of the first part or his assigns the sum of One hundred and five Dollars rent for the Mules and horse on November the 1<sup>st</sup> 1846. It is further agreed by said parties of the second part at their option either to pay on December 1<sup>st</sup> 1846. Three hundred & thirty Dollars for the use of the Corn herein named or three hundred & thirty bushels of Corn, the said parties of the second part also agree to pay J. R. Powell as rent the sum of Five hundred Dollars for said party of the first part, now to secure said party of the first part for the faithful performance of the herein obligations at maturity thereof the said parties of the second part hereby agree to give said party of the first part a prior lien on eight Bales of middling Cotton weighing four thousand pounds also on three hundred & thirty bushels corn raised and gathered by said parties of the second part or their employees on the Joyce Place in the aforesaid State and County, should the said parties

of the second part, fail or refuse to comply with the within obligations to the said party of the first part, than the said party of the first part, or his assigns can have seized a sufficient amount of the within named Cotton & Corn to pay the indebtedness due said party of the first part by said parties of the second part, and also any cost incurred or incurring to come out of said second parties Cotton & Corn.

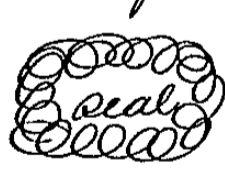
In Witness whereof the said parties of the first and second parts have this day affixed their hands and seal this the 28<sup>th</sup> day February A.D. 1846

Attest W. L. Gross  
Wm. M. Ballin

Wm. L. Gross  
J. B. Henry  
J. F. Ellett

The State of Mississippi }  
Madison County }

Personally appeared before me, O.S. Jeffrey, Clerk of the Chancery Court, the above named W. L. Gross one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposed and said that he saw the above named Wm. L. Gross, J. B. Henry & J. F. Ellett whose name is subscribed thereto, sign seal and deliver the same to the above named Wm. L. Gross that he this deponent subscribed his name as a witness thereto, in the presence of the said Wm. L. Gross, J. B. Henry & J. F. Ellett and that he saw the other subscribing witness, Wm. M. Ballin sign the same in the presence of the said Wm. L. Gross, J. B. Henry & J. F. Ellett and in the presence of each other, on the day and year therein named,



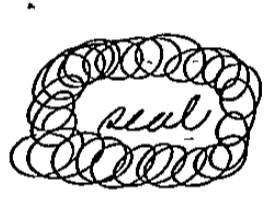
In testimony whereof, Witness my hand and seal of said Court, this 7<sup>th</sup> day of March A.D. 1846.  
O.S. Jeffrey Clerk  
By C. N. Luitwiler, D.C.

Whereas I the undersigned being indebted to W. L. Gross in the sum of Two Hundred & thirty & 83/100 Dollars (\$230 83) and to A. N. Parker in the sum of One Hundred & Sixty Seven & 51/100 (\$167 51) Dollars & being desirous of securing said Gross and Parker in said sums with 10% int. do hereby convey and assign all my right title & interest to within Contract unto said Gross & Parker for their respective debts due them, Witness my hand and seal this the 14<sup>th</sup> March 1846.

Witness Lem Frey  
Pearce Holand and Wm<sup>th</sup> Bricow  
William<sup>th</sup> X Grose  
Seal

The State of Mississippi } ss.  
Madison County }

Personally appeared before me E. S. Jeffrey, Clerk of the Chancery Court, the above named Lem Frey one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposed and saith that he saw the above named William Grose whose name is subscribed thereto, sign, seal and deliver the same to the above named G. L. Grose & A. N. Parker that he this deponent subscribed his name as a witness thereto, in the presence of the said William Grose and that he saw the other subscribing witness, Pearce Holand and Wm<sup>th</sup> Bricow sign the same in the presence of the said William Grose and in the presence of each other, on the day and year therein named.



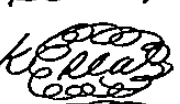
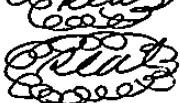
In testimony whereof, Witness my hand and seal of said Court, this 7<sup>th</sup> day of March A.D. 1846.  
E. S. Jeffrey Clerk  
By E. N. Luitwiler D.C.

Hester Winlock  
and Baylus Winlock } Filed for Record March 8<sup>th</sup> A.D. 1846 at 9 a.m.  
Do. Deed } Recorded April 15<sup>th</sup> A.D. 1846  
J. K. Hamblein }

State of Mississippi, Madison County.  
Know all men by these presents that we Hester Winlock and Baylus Winlock of the County & State aforesaid have bargained, sold, conveyed, confirmed and delivered and do now bargain sell convey confirm & deliver unto E. A. Hamblein trustee, One Sorrel horse, 1/2 acre of Blow Shamer, and one bale of Cotton weighing 450 lbs lint to be planted, sown, raised and gathered on the Old Punch place near Sulphur Springs in Madison County, Mississippi during the year A.D. 1846, for the secure payment of one note of even day & date with this, made payable on the 1<sup>st</sup> day of November A.D. 1846, to James K. Hamblein agt. in the sum of fifty dollars In trust nevertheless, that if said Hester Winlock & Baylus




Winlock shall well & truly pay at maturity the above note  
 then this deed shall be null and void otherwise to remain in  
 full force & virtue with power in said trustee or any other  
 person appointed at the discretion of James K. Hamblen Esq.  
 to take the property above named into possession and sell  
 to the highest bidder for cash at Sulphur Springs after having  
 advertised for 10 consecutive days by posting hand bills in  
 three public places and after paying the note if there is  
 any surplus to pay the same to the mortgagees,

In testimony whereof we have this day March the  
 third A.D. 1846. signed our names & affixed our seals,  
 Hester <sup>his</sup> Winlock   
 B. W. Winlock 

State of Mississippi }  
 Madison County }

Personally appeared before me the un-  
 dersigned a Justice of the peace in and for said County,  
 the within named Baylus Winlock, who acknowledged that  
 he signed sealed and delivered the foregoing Deed of Convey-  
 ance on the day and year therein mentioned as his act and  
 deed. Also appeared Hester Winlock wife of the said Baylus  
 Winlock who after being examined privately and apart from  
 her said husband acknowledged that she signed and deliv-  
 ered 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 3<sup>rd</sup>  
 day of March 1846. D. J. Brown 

Simon<sup>Jun</sup> & Stephen  
 Jurinac  
 To secure  
 J. E. Smith Trustee  
 To secure  
 Robinson & Withers



Filed for Record March 8<sup>th</sup> A.D. 1846 at 9 am.  
 Recorded April 15<sup>th</sup> A.D. 1846

"Merchants Deed of Trust"  
 This Deed of Trust made this 6<sup>th</sup> day  
 of March A.D. 1846. Witnesseth that whereas Simon Jurinac  
 & Stephen Jurinac parties of the first part is indebted to  
 Robinson & Withers in the sum of One hundred & fifty five

of \$5/100 Dollars - on promissory note of even date, and whereas said parties of first part expect said Robinson & Withers to advance Fifty Dollars money, supplies and merchandise during the year 1846; and whereas, said parties 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 parties of the first part, in consideration of the premium as well as for ten dollars to them paid by J. O. Smith Trustee, do hereby bargain, sell and convey to said Trustee the property, lying in Madison County, Mississippi, and described as follows: One brown horse with white face six years old. One Red & White spotted Cow named Francis, six years old, one brindle and white spotted Cow named Pink five years old, four Pigs about six months old, one third interest in one wagon, also all crops, Cotton, Corn and all other agricultural products raised by us and any hands we may employ during year 1846. It is agreed and understood that the account is to be kept against Simon Jurinac; but Stephen Jurinac is to see it paid, the title to which unto said Trustee or any successor we warrant and agree forever to defend, in trust, however, that if said parties of the first part shall, on or before the 1st day of Nov<sup>r</sup> 1846, 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 his legal representative, can, at any time they may desire, appoint a trustee in the place of J. O. 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 parties of first part can hold the same.

In testimony whereof, said Simon Jurinac  
 Stephen Jurinac have hereto set their hands

and seal on the date above written.

Simon <sup>his</sup> Jurinae   
Stephen <sup>his</sup> Jurinae 

The State of Mississippi } s.s.  
Winds County }

This day personally appeared before me, the undersigned, a Justice of the Peace in and for said County Simon Jurinae & Stephen Jurinae and acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, at the time therein named, as their act and deed. Witness my hand and seal of Office this Sixth day of March AD 1876.

J. M. Black J. P. 

Judge Billingslea Etal. } Filed for Record March 8<sup>th</sup> AD 1876 at 9 am  
No. 3 Deed of Trust } Recorded April 15<sup>th</sup> AD 1876.  
J. O. Smith Trustee  
To secure  
Robinson & Withers } "Merchants Deed of Trust"

This Deed of Trust made this 6<sup>th</sup> day of March AD 1876. Witnesseth: that whereas Judge Billingslea and Stephen Jurinae parties of the first part are indebted to Robinson & Withers in the sum of Twenty Two \$20.00 Dollars on open ac. and whereas said parties of first part expect said Robinson & Withers to advance One Hundred Dollars money, supplies and merchandize during the year 1876. and whereas, said parties 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 parties of the first part, in consideration of the premises as well as for ten dollars to them paid by J. O. Smith Trustee, does hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: One white and brindle spotted cow named Pink four years old, one white and Red Spotted heifer two years old. Also our entire interest in any and all crops of Cotton, Corn and all other agricultural products raised by ourselves and families and any hands we may employ during year 1876. on land owned by Stephen Jurinae or any other land we may cultivate the title to which unto said Trustee or any successor we warrant and agree forever to defend, in trust however that

if said parties of the first part shall, on or before the 1<sup>st</sup> day of Novr 1846. pay what may be due said Robinson & Wither 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 & Wither or their legal representative, can at any time they may desire, appoint a trustee in the place of J. S. 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 parties of first part can hold the same.

In testimony whereof, said Judge Billingslea and Stephen Jurinac have hereto set their hands and seals, on the date above written.

Judge <sup>his</sup> Billingslea  
 Stephen <sup>his</sup> Jurinac

The State of Mississippi } s.s.  
 Hinds County }

This day personally appeared before me, the undersigned, a Justice of the Peace in and for said County, Judge Billingslea & Stephen Jurinac and acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, at the time therein named as their act and deed.

Witness my hand and seal of Office, this Sixth day of March, A.D. 1846.  
 J. M. Black J.P.

John Coleman  
 To: Deed of Trust  
 J. S. Porter Trustee  
 To secure  
 J. Yellowley

Filed for Record March 9<sup>th</sup> A.D. 1846 at 8 o'clock  
 Recorded April 15<sup>th</sup> A.D. 1846

"Merchant's Deed of Trust"

This Deed of Trust made this 8<sup>th</sup> day of March A.D. 1876.  
 Witnesseth; that whereas Jno. Coleman party of the first part  
 is indebted to J. Yellowley in the sum of One hundred & Seventy  
 five <sup>00</sup>/<sub>100</sub> Dollars, evidenced by his promissory note dated Feb. 17<sup>th</sup>  
 1874 and due Nov. 15<sup>th</sup> 1874. And whereas, said party of the first  
 part agreed to secure the payment of said sum, as also any fur-  
 ther amount that may be advanced as aforesaid, and not men-  
 tioned herein, that the party of the first part in consideration of the  
 premises, as well as for ten dollars to him paid by J. S. Porter  
 Trustee, does hereby bargain, sell and convey to said Trustee, the  
 property being in Madison County, Mississippi, and described  
 as follows: One Brown horse Mule "Buck" One dark bay mule  
 "Mollie" One Wagon & all the crop or crops of every kind and des-  
 cription what may be grown by the said party of the first part,  
 or any one in his employ or renting from him during the present  
 year, the title to which unto said trustee or any successor he  
 warrants and agrees forever to defend, in trust however, that  
 if said party of the first part shall on or before the 15<sup>th</sup> day of  
 November 1876, pay what may be due said J. Yellowley 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 advertisements thereof in three or more public places  
 in said County sell said property or a sufficiency thereof to make  
 said payments for cash, at public Auction at Madison Station  
 And said J. Yellowley, or his legal representative, can at any  
 time he may desire, appoint a trustee in the place of J. S.  
 Porter 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.

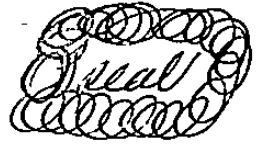
In testimony whereof said Jno. Coleman has hereto set  
 his hand and seal on the date above written

John <sup>his</sup> Coleman <sup>1876</sup>

The State of Mississippi )  
 Guide County )

This day personally appeared before me

the undersigned a Chancery Clerk in and for said County Jas Coleman 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 8th day of March A.D. 1846.

W. P. Rattiffe Clk.  
By A. G. Moore DC.

O. M. Atkinson Gdn.  
P. of Agreement  
Mason E. Brown

Filed for Record March 9th A.D. 1846 at 10 am  
Recorded April 15th A.D. 1846

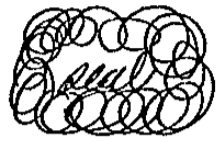
Contract made and entered into this the 8th day of March A.D. 1846, by and between O. M. Atkinson Guardian of the children of Victoria O. Atkinson deceased of the first part, and Mason E. Brown of the second part. Witnesseth that the parties of first part has rented to the party of the second part, the plantation belonging to the said children being and lying in the County of Madison and State of Mississippi containing Two hundred and eighty acres more or less and the said Lessee hereby as rent gives the said Atkinson the sum of five hundred dollars, or so many bales of Cotton as will yield in the market of Canton Five hundred Dollars to be paid by the fifteenth day of November 1846. And it is further agreed that the said Atkinson will allow as a deduction from the rent \$15% per thousand feet of lumber for as much lumber as the said Brown shall put on the Place in fence, and the said Brown agree to haul the lumber and furnish posts and nails and to put up the fence free of charge, as to other improvements or repairs needed on the dwelling house and also the said Atkinson will deduct from the rent as above for the lumber used and the said Brown agrees to haul the same and have the work done without charge to the said Atkinson. the amount of lumber for the fence and repairs is not to exceed Six thousand feet.

M. E. Brown  
O. M. Atkinson

State of Mississippi  
Madison County

Personally appeared before the undersigned

Clerk of the Chancery Court of said County, the within named  
 Mason E. Brown & C. M. Atkinson who acknowledged that  
 they signed, sealed and delivered the foregoing Agreement  
 on the day and year mentioned, as their act and deed;



Given under my hand and official seal at of  
 fice in Canton this 8<sup>th</sup> day of March A.D. 1876.

O. S. Jeffrey Clerk  
 By O. H. Luitwiler D.C.

Plummer Wilcox  
 and Fannie Wilcox  
 To's Deed of Trust  
 J. S. Porter Trustee  
 To secure  
 J. B. Yellowley

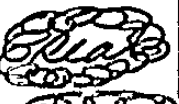
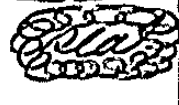
Filed for Record March 9<sup>th</sup> A.D. 1876 at 8 am  
 Recorded April 17<sup>th</sup> A.D. 1876.

"Merchants Deed of Trust"

This Deed of Trust made this 26<sup>th</sup> day  
 of February A.D. 1876. Witnesseth that whereas Plummer Wilcox  
 & Fannie Wilcox parties of the first part, are indebted to J. B.  
 Yellowley in the sum of One hundred and twenty five Dollars,  
 evidenced by their promissory note dated Feb 26<sup>th</sup> 1876, and  
 due Nov 12<sup>th</sup> 1876, and whereas said parties of first part expect  
 said J. B. Yellowley to advance them money supplies and  
 Merchandise during the year 1876, to the amount off 75<sup>00</sup>/<sub>100</sub>  
 and whereas said parties 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 parties of the first part, in consideration of the premises as well  
 as for ten dollars to them paid by J. S. Porter Trustee, do  
 hereby bargain, sell and convey to said Trustee the property,  
 being in Madison County, Mississippi, and described as fol-  
 lows: One Mouse Colored horse Mule "George" One Black Mare  
 Mule "Pat" and all the crop, or crops, of every kind and  
 discription that may be grown by the said parties of the  
 first part, or any one in their employ, during the present  
 year. In trust however, that if said parties of the first  
 part shall, on or before the first day of November 1876, pay  
 what may be due said J. B. Yellowley 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

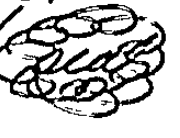
give ten days notice of the time place and terms of sale, by posting advertisements thereof in three or more convenient places in said County, sell said property or a sufficiency thereof, to make said payments, for cash, at public auction, at Madison Station, And said J. B. Yellowly or his legal representative, can, at any time he may desire, appoint a trustee in the place of J. S. Porter 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 the first part can hold the same.

In testimony whereof, said Plummer Wilcox and Fannie Wilcox have hereto set their hands and seals on the date above written,

Plummer <sup>his</sup> Wilcox   
 Fannie <sup>mark</sup> Wilcox 

The State of Mississippi } ss.  
 Madison County }

This day personally appeared before me, the undersigned, a Justice of the Peace in and for Madison County, Plummer Wilcox, and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust at the time therein named, as his act and deed, also appeared Fannie Wilcox, wife of the said Plummer Wilcox 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 deed, and for the purpose therein specified, without any fear, threat or compulsion of her said husband,

Witness my hand and seal of office  
 this 26<sup>th</sup> day of February A.D. 1876,  
 R. E. Andrews   
 J. P.



Sipio Fleming  
 Debtor of Trust  
 W. S. Gordon Trustee

To secure

J. A. Stebbins

Filed for Record March 9<sup>th</sup> AD 1876 at 8 am  
 Recorded April 1<sup>st</sup> AD 1876.

"Merchant's Deed of Trust"

This Deed of Trust made this 9<sup>th</sup> day of March AD 1876. Witnesseth: that whereas, Sipio Fleming party of the first part is indebted to J. A. Stebbins in the sum of One Hundred & fifty Dollars as evidenced by his promissory note bearing even date herewith & due Nov. 1<sup>st</sup> 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 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 the crop of Cotton raised by Sipio Fleming & family and employees, 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 day of November, 1876, pay what may be due said J. A. Stebbins as aforesaid, and all costs incurred in 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 3 public places in said County, sell said property or a sufficiency thereof, to make said payments, for cash, at public Auction, at Pickens Sta. and said J. A. Stebbins or his legal representative, can, at any time they may desire appoint a trustee in the place of 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 as aforesaid, said party of first part can hold the same.

In testimony Whereof, said parties have hereto set his hand and seal on the


date above written.

Sipio Fleming 

The State of Mississippi }  
Holmes County } s.s.

This day personally appeared before me, the undersigned, a Justice of the Peace in and for Holmes 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 7 day of March A.D. 1846.

John Hart J.P.   
Mayor & Ex officio

William Rollins  
and Thomas Gibson  
Deeds Deed of Trust  
A. H. Lacy Trustee  
To secure  
P. & Richardson & Co.

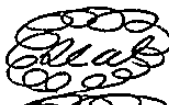
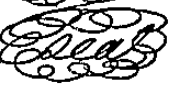
Filed for Record March 9<sup>th</sup> A.D. 1846 at 8 a.m.  
Recorded April 14<sup>th</sup> A.D. 1846.

"Merchants Deed of Trust"

This Deed of Trust made this 7<sup>th</sup> day of March A.D. 1846. Witnesseth: that whereas, William Rollins and Thomas Gibson of Madison County, parties of the first part are indebted to P. & Richardson & Co. of Jackson in the sum of One hundred and forty Dollars on their note for that amount dated herewith payable on the 1<sup>st</sup> November 1846. and whereas, said parties of first part, expect said P. & Richardson & Co. to advance them One Hundred and fifty dollars and not to exceed Two Hundred and fifty Dollars in money, supplies and merchandise during the year 1846. and whereas, said parties 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 parties of the first part, in consideration of the premises as well as for ten dollars to them paid by A. H. Lacy Trustee do hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows: One Chestnut Sored horse Mule named "Rock" aged 9 years One Brown Colored Mare Mule named "Jane" aged 8 years, two cows

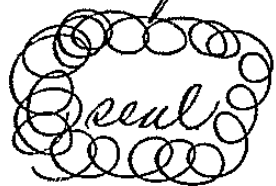
and three yearlings, all farming utensils, also the entire crop of Cotton, corn and agricultural products to be raised by them and their hands in what is known as the Robinson Hill Place in said County during the year 1876. (three miles from Livingston) the title to which unto said Trustee or any successor, warrant and agree forever to defend, in trust, however, that if said parties of the first part shall, on or before the first day of November 1876, pay what may be due said P. & 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 Madison County, sell said property or a sufficiency thereof, to make said payments, for cash, at public auction, at said plantation or in Jackson. And said P. & Richardson & Co or their legal representatives, can at any time they may deem appoint a trustee in the place of A. H. Lacy 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 William Collins and Thomas Gibson have hereto set their hands and seals on the date above written.

William <sup>his</sup> Collins   
 Thomas <sup>his</sup> Gibson 

The State of Mississippi } ss.  
 Wards County }

This day personally appeared before me the undersigned Chancery Clerk of Wards County William Collins & Thomas Gibson and acknowledged that they signed sealed and delivered the foregoing Deed of Trust, at the time therein named as their act and deed.



Witness my hand and seal of Office this 9<sup>th</sup> day of March A.D. 1876.

W. G. Ratliff Chy. Clk  
 per R. Barnard Secy.

J. R. Childress } Filed for Record April 17<sup>th</sup> AD 1846 at 11 am.  
 Do } Deed } Recorded April 17<sup>th</sup> AD 1846  
 Mary J. Childress }

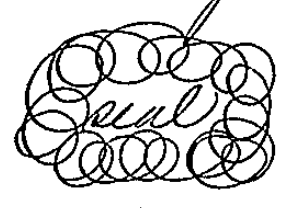
This Indenture made and entered into this the 14<sup>th</sup> day of April 1846. by and between J. R. Childress of the first part and Mary J. Childress party of the second part all of Madison County, State of Mississippi hereby witnesseth; that for and in consideration of the sum of nine Hundred & 900 <sup>00</sup>/<sub>100</sub> Dollars in hand paid by Mary J. Childress to said party of the first part, the receipt whereof is hereby acknowledged, the said J. R. Childress have this day granted, bargained and sold and by these presents doth grant bargain and sell unto the said Mary J. Childress a certain piece of land lying and being in the County of Madison State of Mississippi, and known and described as follows to-wit: The East half of East half of South East quarter section Twenty One Township Nine Range One West, and the West half of the South West quarter less twenty five acres off the North end, and South half of east half of the South West Quarter and South half of the West half of the South East Quarter section twenty two, Township Nine, Range One West, To have and to hold, the above described land with it appurtenances thereunto belonging and the said party of the first part do hereby covenant and agree with party of the second part to warrant and defend the title to said land from themselves, against all claims whatsoever unto to said party of the second part.

as witness our hands and seal the day and year as first above written.

J. R. Childress 

State of Mississippi  
 Madison County

Personally appeared before the undersigned Mayor of Canton and ex officio J.P. and for said County & State J. R. Childress who acknowledged that he signed, sealed and delivered the foregoing instrument as his own act and deed and for the purposes therein expressed on the day and year therein mentioned



Given under my hand and official seal this the 17<sup>th</sup> day of April AD 1846.

Robt. Powell Mayor & J.P.

Sarah Woodman } Filed for Record March 9<sup>th</sup> AD 1846 drawn  
 Do } Deed } Recorded April 14<sup>th</sup> AD 1846  
 S. P. Key Trustee }  
 To secure A. Warner }

This Deed of Trust made this 29<sup>th</sup> day of February, 1846, between Sarah Woodman of the first part, S. P. Key of the second part and Alexander Warner of the third part, all of the County of Madison and State of Mississippi. Witnesseth: that whereas the said party of the first part is indebted to the said A. Warner for the value of Fourteen hundred (1400) lbs. of lint Cotton, on the 1<sup>st</sup> day of November 1846, for one Mule the receipt whereof is hereby acknowledged, and the said party of the first part being desirous of and for the purpose of securing the prompt payment of said Cotton at that date, have and by these presents do grant, bargain, sell, convey and deliver to said party of the second part, his successors and assigns the following viz: the rents due her and secured to her for lands of the plantation known as the Woodman Place situated near Vernon, in Madison County, for the year 1846. And the said party of the first part relinquishes and conveys said rents and covenants and agrees to warrant and defend said Cotton free and quiet of all claims. In trust nevertheless, and upon the following conditions. If the said party of the first part, shall well and truly pay the said A. Warner, on or before the 1<sup>st</sup> day of November 1846, the said 1400 lbs of lint cotton, above mentioned then this conveyance to be void and the same shall be canceled. But if the said party of the first part shall fail neglect or refuse to pay the above specified Cotton at the time herein specified then the said party of the second part shall take possession of the property hereinbefore mentioned and after giving ten days notice shall proceed to sell said property or so much thereof as may be necessary in his option, to satisfy the same due, at public Auction at Culbourn Station, to the highest bidder for cash, and from the proceeds of said sale, shall pay the costs of the execution of this trust the amount due and the residue if any he shall pay to the party of the first part or her representatives and it is further understood that if the said 1400 lbs. of Cotton brings in Market when sold over \$150<sup>00</sup> the balance shall be paid over to the party of the first part or her representatives.

In Witness whereof the party of the first part has herewith affixed her name and seal on

the day and year above mentioned.

Sarah Woodman

State of Mississippi }  
Madison County }

Personally appeared before me the undersigned Justice of the Peace Sarah Woodman who acknowledged that she signed, sealed and delivered the foregoing Deed on the day and year therein mentioned as her own act and deed.

Given under my hand and seal at office this  
5<sup>th</sup> day of March AD 1846.

M. Joseph J. P.


Ambrose Moore }  
D. of Trust }  
A. H. Lacey Trustee }  
To secure }  
P. O. Richardson & Co. }

Filed for Record March 10<sup>th</sup> AD 1846 at 8 o'clock  
Recorded April 17<sup>th</sup> AD 1846

"Merchants Deed of Trust"  
This deed of Trust made this 26 day of February AD 1846. Witnesseth: that whereas Ambrose Moore of Madison County, party of the first part is indebted to P. O. Richardson & Co. of Jackson in the sum of Three hundred and fifty two  $\frac{34}{100}$  Dollars, on his promissory note for that amount dated herewith payable on 1 November 1846 and whereas, said party of first part expects said P. O. Richardson & Co. to advance him Two Hundred and fifty dollars and not to exceed three hundred dollars in money surplus 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 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 Bay Horse Mule named "Ted" aged 5 years One Bay Horse Mule named "Bill" aged 6 years. One Yoke Oxen named Brandy & Roland all forming implements, also the entire crop of Cotton, Corn and other agricultural products to be raised by him and his employees during the year 1846. in what is known as the Purple Estate in said Madison County, and also all.

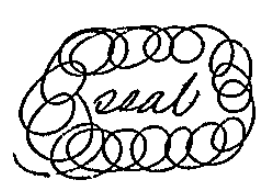
rents accruing due to him during said year. the title to which un-  
 to said Trustee or any successor warrants and agrees forever to  
 defend In trust however that if said party of the first part  
 shall, on or before the 1<sup>st</sup> day of November 1846, pay what may be  
 due said P. E. Richardson & 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 the said  
 plantation. And said P. E. Richardson & Co. or their legal repre-  
 sentative, can, at any time they may desire, appoint a trustee  
 in the place of W. H. Racy 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 de-  
 manded by the Trustee for either of the purposes as aforesaid  
 said party of first part can hold the same.

In testimony whereof, said Ambrose Moore  
 hath hereto set his hand and seal on the  
 date above written.

Ambrose <sup>his</sup> Moore   
 mark

The State of Mississippi } s.s.  
 Hinds County }

This day personally appeared before  
 me, the undersigned Chauncy Clerk of Hinds County,  
 Ambrose Moore and acknowledged that he signed, sealed  
 and delivered the foregoing Deed of Trust, at the time therein  
 named as his act and deed.



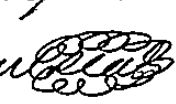
Witness my hand and seal of office,  
 this 26<sup>th</sup> day of February A.D. 1846,  
 W. D. Ratliffe Clerk  
 per R. Barnum, s.c.

Martin Van Buren }  
 To J. Deed Trust } Filed for Record March 11<sup>th</sup> A.D. 1846 at 8 am  
 J. E. Smith Trustee } Recorded April 14<sup>th</sup> A.D. 1846  
 for Robinson & Withers } "Merchants Deed of Trust"

This Deed of Trust made this 10<sup>th</sup> day of March A.D. 1846 Witness-  
eth: that whereas Martin Van Buren party of the first part  
is indebted to Robinson & Withers in the sum of Forty Four  
& 54/100 Dollars in promissory note of date, due Nov 1<sup>st</sup> 1846.  
and whereas, said party of first part expect said Robinson  
& Withers to advance Eighty 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: One Bay horse eleven years old,  
name Sam. also my entire interest in any and all crops  
of Cotton, Corn and all other agricultural products raised  
by myself and family and any hands I may employ during  
year 1846. on land rented from William Hinton or any other  
land I may cultivate also all farming implements, 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  
Novr. 1846. 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 auc-  
tion, at Bolton Miss. and said Robinson & Withers or  
their legal representatives can at any time they may de-  
sire, 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 de-  
manded by the trustee for either of the purposes afo-  
resaid said party of first part can hold the same



In testimony whereof said Martin Van Buren has  
hereto set his hand and seal on the date above written,

Martin <sup>Van</sup> Buren 

The State of Mississippi } S.S.  
Winds County }

This day personally appeared before  
me, the undersigned, a Justice of the Peace in and for said  
County, Martin Van Buren and acknowledged that he signed seal  
ed 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 10<sup>th</sup>  
day of March A.D. 1846.

J. M. Black 

J. W. Wood  
Do } Deed of Trust  
J. M. Stingily  
Trustee  
Brook & Gaddis

Filed for Record March 11<sup>th</sup> A.D. 1846 at 8 am.  
Recorded April 18<sup>th</sup> A.D. 1846.

This Deed of Trust, made this 6<sup>th</sup> day of March  
A.D. 1846 witnesseth: that whereas J. W. Wood party of first part  
is indebted to Brook & Gaddis of Bolton, Winds County, Miss. in  
the sum of One hundred and twenty five dollars on his promiss-  
ory note bearing date with this deed, and whereas said party  
of first part expect said Brook & Gaddis to furnish him in  
money, supplies, merchandises etc. during the year 1846, and  
whereas said party agreed to secure the payment of said sum  
as also any amount that may be advanced and due at the  
foreclosure of this trust, that the party of the first part, in con-  
sideration of the premises, as well as for cash paid by J. M.  
Stingily Trustee, does hereby bargain, sell, convey and deliver  
to said Trustee the property, being in Madison County, Missis-  
sippi, and described as follows: One Grey Mule about 8 or 9 years  
old, 25 head of hogs, marked with swallows fork, & iron bit in  
each ear, also my entire crop of Cotton, corn, and other agricul-  
tural product raised by me or my hands during the present  
year, also all the increase in stock, by purchase or otherwise  
the title to which unto said Trustee, or my successor, I warrant  
and agree forever to defend, the above property is in my own  
name, and unincumbered by prior lien or judgment, and I

thereby waived all rights of redemption which I may have under the latest existing laws. In trust however, that if said party shall on or before the 1st day of October, 1876, pay what may be due said Brook & Gaddis 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 notices 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 Vernon or the premises, according to notices, and said Brook & Gaddis or their legal representative, can at any time they may desire, appoint a trustee in place of said J. M. Stungily 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 the purpose as aforesaid said party or first part can hold the same.

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

J. W. Wood 

The State of Mississippi }  
Hinds County }

Personally appeared before the undersigned a Justice of the Peace in and for said County J. W. Wood who severally 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 & seal, this sixth day of March 1876.  
J. M. Black J.P. 

A. N. Davis }  
To } Deed of Trust  
J. M. Stungily Trustee  
To }  
Brook & Gaddis }

Filed for Record March 11<sup>th</sup> A.D. 1876 at 8 a.m.  
Recorded April 18<sup>th</sup> A.D. 1876

This Deed of Trust, made this 2<sup>nd</sup> day of

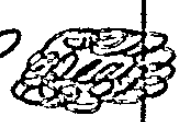
March AD 1846. Witnesseth that whereas A. N. Davis party of first part is indebted to Brook & Gaddis of Bolton Miss. in the sum of Two hundred dollars on one promissory note due Nov 1<sup>st</sup> 1846. and whereas said party of first part expect & expect said Brook & Gaddis to advance him in money supplies, merchandis etc. during the year 1846. and whereas said party has agreed to secure the payment of said sum, as also any amount that may be advanced and due at the foreclosure of this trust, that the party of the first part, in consideration of the premises as well as for cash paid by J. M. Stingily Trustee does hereby bargain, sell convey and deliver to said Trustee the property being in Madison County Mississippi, and described as follows: One Gray horse One Sorrel Mare, One Gray horse, seven or eight head of Cattle, and the entire crop of Corn, Cotton, and all other produce to be grown by the said A. N. Davis or his direction this year A. D. 1846. also all the increase in Stock, by purchase or otherwise the title to which, unto said Trustee or my successor. I warrant and agree forever to defend, the above property is in my own name, and unincumbered 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, on or before the 1<sup>st</sup> day of November, 1846, pay what may be due said Brook & Gaddis 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 notices 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 Bolton Miss. or the premises according to notice. And said Brook & Gaddis or their legal representatives, can at any time they may desire, appoint a Trustee in place of said J. M. Stingily or my 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 the purpose as aforesaid, said party of first part can hold the same.

In testimony whereof, said A. N. Davis hath hereto set his hand and seal.

A. N. Davis: 

The State of Mississippi }  
Hinds County }

Personally appeared before the undersigned a Justice of the Peace in and for said County and State A. N. Davis 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 second day of March 1846.  
J. M. Black, Jr. 

Rosanna & J. W. Long }  
Do } Deed of Trust }  
J. M. Stungily Trustee }  
To secure }  
Brook & Gaddie }


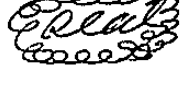
Filed for Record March 11<sup>th</sup> AD 1846 at same.  
Recorded April 18<sup>th</sup> AD 1846.

This Deed of Trust, made this 29<sup>th</sup> day of February AD 1846. Witnesseth: that whereas J. A. & Rosanna Long parties of first part is indebted to Brook & Gaddie of Bolton Hinds County Miss. in the sum of Eighty Dollars on one promissory note due Oct 1<sup>st</sup> 1846. And whereas said parties of first part expect said Brook & Gaddie to advance them in money, supplies, merchandize, etc. during the year 1846; and whereas, said parties agreed to secure the payment of said sum, as also any amount that may be advanced and due at the foreclosure of this trust. that the parties of the first part, in consideration of the premises as well as for cash paid by J. M. Stungily Trustee, do hereby bargain, sell, convey and deliver to said Trustee the property being in Madison County Mississippi, and described as follows. One Yoke of Oxen six years old one two horse wagon, four Cows and calves and the entire crop of corn, cotton and all other produce to be grown by said parties of the first part or their direction this year AD 1846. also all the increase in Stock, by purchase or otherwise, the title to which unto said Trustee or any successor, they warrant and agree forever to defend. the above property is in their own name and unincumbered by prior lien or judgment, and they hereby waive all right of exemption which they may have under the latest existing laws. In trust, however, that if said

parties shall, on or before the 1<sup>st</sup> day of October, 1876, pay what may be due said Crook & Gaddie 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 notices in three public places, in said County, proceed to sell said property and having given ten days notice of the time, place and terms of sale, by posting notices 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 Bolton Miss. or the premises, according to notices and said Crook & Gaddie or their legal representatives, can at any time they may desire appoint a Trustee in place of said J. M. Stungily 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 the purposes as aforesaid, said parties of first part can hold the same.


In testimony whereof said J. A. & Rosanna Long hath hereto set their hands and seals.

Witnesses A. R. Davis  
R. M. Davis

Rosanna Long   
J. A. Long 

State of Mississippi }  
Hinds County }

This day personally appeared before the undersigned an Acting Justice of the Peace in and for said County and State A. R. Davis One of the subscribing witnesses to the within deed who acknowledged that he saw the within named Rosanna Long & J. A. Long the parties executing said deed of trust sign their names thereto and that they acknowledged that they did so as their own act and deed, and for the purposes therein expressed and that he signed the same as subscribing witness in their presence and that the accompanying Witness R. M. Davis signed the same in his presence and in the presence of the aforesaid Rosanna Long & J. A. Long.

Witness my hand & seal this the 4<sup>th</sup> day of March 1876  
J. M. Black 

Morgan Thompson  
 Do } Need Trust  
 Geo. Fearn Trustee.  
 Do secure  
 Andrews & Fearn

Filed for Record March 11<sup>th</sup> AD 1846 at 8 am.  
 Recorded April 18<sup>th</sup> AD 1846

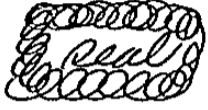
This Indenture made the eighth day of March 1846. between Morgan Thompson of the first part and George Fearn of the second part, and Andrews & Fearn of the third part. Witnesseth, that the said party of the first part, is justly indebted to the parties of the third part, in the sum of One hundred & thirty five dollars payable on the first day of November next, and for the amount of One thousand and eighty pounds of lint cotton, to class middling, to be delivered to them in Jackson Miss. for rent of thirty six acres of their Logue Chitto plantation, the cotton is to be delivered on or before the said first day of Nov. next, and is also bound to reimburse them for necessary supplies to be furnished. Now therefore in consideration of the premises, and ten dollars paid by the party of the second part to the party of the first part he the said party of the first part hereby bargains, sells & conveys to the party of the second part his heirs and assigns a certain horse mule of bay color; together with all the crops of cotton, corn, fodder & other products raised on said thirty six acres of land for the year 1846. In trust nevertheless that if the said party of the first part shall fail to comply with his said obligations to the said parties of the third part, on or before the said first day of November next, then the said party of the second part may sell at his discretion all or any part of the said property hereby conveyed, so far as may be necessary to pay off and discharge said obligations to the parties of the third part, together with all proper charges attending the same. But if the said party of the first part shall well and truly pay off and discharge said obligations to the parties of the third part, so that no default be made then this Indenture be void and of no effect.

Witness the hand and seal of the said party of the first part, the date first above written.

Morgan <sup>his</sup> Thompson   
 mark

State of Mississippi }  
Windsor County }

Personally appeared before me the undersigned Justice of the Peace in and for the County and State aforesaid Morgan Thompson who acknowledged that he signed sealed and delivered the foregoing agreement for the purposes therein named on the day & year therein named.  
Witness my hand and seal this the 9<sup>th</sup> day of March 1846.



J. K. Boyd J.P.

M. R. Alworth }  
To & Deed of Trust }  
R. C. Smith Trustee }  
To secure }  
John S. Wilson }

Filed for Record March 11<sup>th</sup> A.D. 1846 at 11 P.M.  
Recorded April 18<sup>th</sup> A.D. 1846

This Deed of trust made and executed this the 11<sup>th</sup> day of March A.D. 1846. by Mrs. M. R. Alworth to R. C. Smith as trustee to secure John S. Wilson. Witnesseth that whereas the said M. R. Alworth stands indebted to the said John S. Wilson in the sum of Six Hundred & thirty six Dollars for borrowed money this day loaned her. which is due and payable on January 1<sup>st</sup> 1847 as is evidenced by her note of even date with this deed, and the said M. R. Alworth wishing to secure the payment of the same, doth hereby bargain, sell, alien & convey and hath by this deed bargained sold and conveyed unto the said R. C. Smith the following lands situated in the County of Madison State of Mississippi, (viz) the S 1/2 of N E 1/4 & N 1/2 of S E 1/4 & S 1/2 of S 1/2 of N W 1/4 Sec 14. and S 1/2 of S W 1/4 less six Acres out of the N E Corner of Sec 18. T 9. R 2 East. & N 1/2 of N W 1/4 & N 1/2 of N 1/2 of S W 1/4 Sec 16. T 9. R 2 East & 1/2 interest in Lots 2 & 4 Sec 25 T 10. R 1 E. To have and to hold the same unto the said Smith his heirs & assigns forever & the said Alworth will warrant & defend the title to the same against the claim of all persons claiming the same, but this deed is upon trusts (viz) if the said Alworth shall pay said sum of money named in said note when due this deed shall be void but if the same is not paid at maturity then the said trustee shall at the request of the said

I acknowledge satisfaction of the within Deed of Trust and hereby release all claim or demands on the within described property this 5<sup>th</sup> day of January A.D. 1847. J. S. Wilson

Wilson, or the holder of said note advertise said lands for sale and shall sell the same for cash at the door of the Court House in said County to the highest bidder, after having first given 10 days notice in writing posted at the Court House door in said County, giving the terms day & place of such sale and shall apply the proceeds arising therefrom to the payment of this debt, secured herein, and to the payment of all costs incident to the execution of this trust & if any remain shall pay it over to the said grantor herein, and in case the said Smith shall not execute this trust when requested the said Wilson shall have power to appoint another trustee who shall be invested with all the powers invested in said Smith, in testimony whereof I have hereunto set my hand & seal.

M. R. Alworth

The marginal entries on the first page, on the 8<sup>th</sup> and 24<sup>th</sup> lines were made before the acknowledgment of this deed.

O. S. Jeffrey Clerk

State of Mississippi }  
Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named M. R. Alworth who acknowledged that she signed, sealed and delivered the foregoing Deed on the day and year mentioned, as her act and deed.

Given under my hand and official seal at office, in Canton this 11<sup>th</sup> day of March A.D. 1846.



O. S. Jeffrey Clerk

C. H. Mattock } Filed for Record March 11<sup>th</sup> A.D. 1846 at 10 a.m.  
D. J. Deed of Quit Claim }  
J. W. Downes } Recorded April 18<sup>th</sup> A.D. 1846.

This Deed of Quit claim made and entered into this the 9<sup>th</sup> day of March 1846, between Charles H. Mattock, J. W. Downes both of Madison County Miss. Witnesses that the said Mattock for and in consideration of the sum of One hundred dollars paid by the said Downes, the said Mattock has this day aliened, conveyed

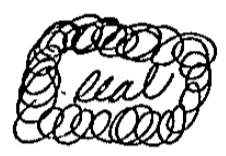


and quitclaimed to the said Downe his interest claim & title in and to the E 1/2 of S E 1/4 of Sec 24. T10. R 2 East in Madison County in the State of Mississippi, with the appurtenances and fixtures thereto belonging.

In testimony whereof this deed is signed sealed and delivered the day & year of aforesaid  
C. H. Mattock

State of Mississippi } ss.  
Madison County }

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



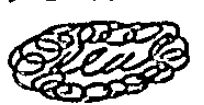
Given under my hand and official seal at office in Canton this 11<sup>th</sup> day of March AD 1846.  
C. S. Jeffrey Clerk

Jacob Young  
D's Deed of Trust  
Geo. Fearn Trustee  
To secure  
Andrews & Fearn

Filed for Record March 11<sup>th</sup> AD 1846 at 8 am.  
Recorded April 18<sup>th</sup> AD 1846

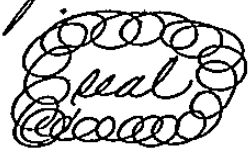
This Indenture made the eighth day of March 1846, between Jacob Young of the first part and George Fearn of the second part, and Andrews & Fearn of the third part. Witnesseth: that the said party of the first part, is justly indebted to the parties of the third part in the sum of Two hundred & forty six <sup>02</sup>/<sub>100</sub> dollars for balance due on Mule & Spring Wagon purchased for him, payable on or before the first day of November next, with interest from this date at the rate of ten per cent per annum, and also the amount of Fifteen hundred pounds of middling cotton, for rent of fifty acres of Roque Chitto plantation, to be delivered in Jackson; on or before the first day of November next, and also for necessary supplies to be furnished now in consideration of the premises & ten dollars paid by the party of the second part to the party of the first part, the said party of the first part, have bargained and sold, thereby bargained, sold & conveyed unto the party of the second part his heirs and assigns, the following property to wit: One Bay Mare Mule

named Betty. One White Colored mule named Lucy One Ox Wagon & one Spring Wagon and all the crops of Cotton, Corn, Fodder and other products raised on the Bogus Chitto plantation fifty acres of which are rented to him for the year 1846 To have and to hold to the said party of the second part his heirs & assigns. I witness nevertheless, that if the said party of the first part fail to comply with his obligations to the said parties of the third part. by the first day of November next, then the said party of second part may at his discretion sell any or all of the property hereby conveyed, so far as the same may be necessary to pay off & discharge said obligations to the parties of the third part, together with all proper expenses, attending the same, but if the said party of the first part shall well & truly pay off & discharge all his indebtedness to the parties of the third part, so that no default be made, then this obligation to be null & of no effect.

Witness the hand and seal of the said party of the first part, the date first above written  
 Jacob <sup>his</sup> Young 

State of Mississippi }  
 Wills County }

Personally appeared before me the undersigned Justice of the Peace, Jacob Young who acknowledged that he signed, sealed and delivered the foregoing instrument of writing for the purpose therein named on the day and year therein written,



Witness my hand and seal this the 9<sup>th</sup> day of March 1846. J. H. Boyd J.P.

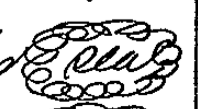

Jackem Strodder  
 And Harrison Hodge  
 Do & Deed of Trust  
 Geo. Fearns Trustee  
 To secure  
 Andrews & Fearns

Filed for Record March 11<sup>th</sup> AD 1846 at 8 am.  
 Recorded April 18<sup>th</sup> AD 1846

This Indenture made the ninth day of March 1846, between Jackem Strodder & Harrison Hodge of the first part and George Fearns of the second

part. and Andrews & Seam of the third part. Witnesseth that the said parties of the first part are justly indebted to the parties of the third part in the sum of three hundred and twenty one dollar & sixty eight cents for value received for statement rendered, payable on the first day of November next, and for the amount of Twenty five hundred and fifty lbs. of lint cotton, to close midling to be delivered to them in Jackson Miss. on or before the first day of November for the rent of eighty five acres of their Bogus Chitto plantation and promise & bind themselves to reimburse said parties of the third part, for necessary supplies furnished now therefore in consideration of the premises and the sum of ten dollars to them in hand paid by the said party of the second part, they the said parties of the first part have bargained sold and conveyed and by their presents do bargain sell & convey to the said party of the second part his heirs and assigns the following described property to wit: one horse mule mouse color this day purchased for said Hodge one black horse mule named Charlie one blk mare mule named Beck one Iron Gray horse name Stonewall two milch cows & one calf, one two horse wagon together with all the crops of Cotton, Corn & other produce raised by them on said Bogus Chitto plantation during the year 1846. And the said parties of the first part bind themselves to cultivate gather and put in marketable condition their whole crop of Cotton Corn & other products, and to deliver the cotton as fast as baled to be sold and proceeds applied to said indebtedness to the said parties of the third part, to the full payment of the same, but if the said parties of the first part comply in all things with their obligations aforesaid, so that no default be made, then this deed to be void, but if said parties of the first part fail to comply with the conditions of their obligations then the said party of the second part, as trustee and Agent of all contracting parties is authorized and empowered to take possession of the property & products aforesaid and sell the same at public or private sale at Jackson or elsewhere and out of the proceeds to pay the proper amounts due to said parties of the third part, together with all interests, charges & necessary expenses, and the balance if any pay over to the said parties of the first part.

Witness our hands & seals this date first above written.

Jackson <sup>his</sup> Strodder   
 Harriem <sup>his</sup> Hodge 

State of Miss. )  
Hinds County )

Personally appeared before me the undersigned Justice of the Peace, Jackson Strodder and Harrison Hodge whose names are subscribed to the foregoing Contract who severally acknowledged that they signed sealed and delivered the same for the purposes therein named, in the day and year therein written.



Witness my hand and official seal of Office this 9th day of March 1846.  
J. H. Boyd J. P.

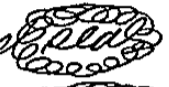
Sil Blanton and  
O. Simmons  
To & Deed Trust  
Geo. Fearns Trustee  
To secure  
Andrews and Fearns

Filed for Record March 11th AD 1846 at 8 am.  
Recorded April 19th AD 1846.

This indenture made the eighth day of March 1846. between Silas Blanton and Oliver Simmons of the first part. George Fearns of the second part. and Andrews & Fearns of the third part. witnesseth that the said parties of the first part. are justly indebted to the parties of the third part. in the sum of Two Hundred and Sixty <sup>68</sup>/<sub>100</sub> Dollars, with interest at the rate of ten percent from this date and also to the amount of Fifteen hundred pounds of middling Cotton. and also for such supplies as may be necessary, all to be paid and delivered on or before the first day of November next. all being for the purchase of mules, rent of land & plantation supplies. Now in consideration of the premises & the sum of Ten dollars paid by the party of the second part. the parties of the first part have granted bargained & sold & do hereby grant bargain & sell unto the party of the second part his heirs & assigns the following property One Mule, mouse colored named Tom & one cream colored mule named Judy. together with all the crops of Cotton, corn & other products raised on Boque Chitto plantation to be raised on fifty acres of land. which is rented to them, for the year 1846. We have and to hold to the said party of the second part his heirs & assigns. In trust to sell the same at his discretion

to meet the obligation of said parties of the first part, to the said parties of the third part, together with all interest and proper charges. But if the said parties of the first part shall well and truly pay off & discharge their indebtedness as aforesaid faithfully then this obligation to be void otherwise to remain in full force.


Signed, sealed & delivered by the said parties of the first part, the date first above written.

Oliver <sup>his</sup> Simmons   
Silas <sup>his</sup> Clanton 

State of Mississippi }  
Hinds County }

Personally appeared before me the undersigned Justice of the Peace, Oliver Simmons and Silas Clanton who acknowledged that they signed sealed and delivered the foregoing instrument of writing for the purposes therein named on the day and year therein written.



Witness my hand and seal this the 9<sup>th</sup> day of March 1846.  
J. W. Boyd 

Alfred Thompson }  
and Jenkins Thompson }  
To } Deed Trust  
H. P. Moffett Trustee }  
To secure  
Alexander & Co }

Filed for Record March 11 AD 1846 at 8 am.  
Recorded April 19<sup>th</sup> AD 1846.

This Indenture made and entered into this 8<sup>th</sup> day of March 1846, between Alfred Thompson & Jenkins Thompson of the first part, and H. P. Moffett Trustee, of the second part and Alexander & Co. of the third part all of the State of Mississippi, Witnesseth, that the party of the first part for and in consideration of the sum of One dollar to them in hand paid by the party of the second part, as well as for the further consideration hereinafter mentioned, have bargained, sold and conveyed unto the said party of the second part, One Mare Mule a Bay & one Mouse Cold mule each about 12 years old, One cow white pided named Mollie, One two horse Wagon, One Cow marked with cross & 1/2 moon on right ear, also the entire crop of cotton and corn that shall be raised the present

year by the part of the first part on the 7<sup>th</sup> Winter Plantation in Madison County, State of Miss. to have and to hold the above described property unto the said party of the second part, his heirs and assigns forever, and the said party for their heirs, executors and administrators, covenant and agree to and with the said party of the second part, his heirs and assigns, to warrant and defend the title of said property against the claims of all persons whomsoever, but this conveyance is in Trust, and on the following Conditions, to-wit: Whereas, the said party of the first part, indebted to the party of the third part, in the sum of \$200<sup>00</sup> which is evidenced by a certain promissory note of even date herewith, for the sum of Two hundred Dollars, due on the first day of Nov- 1846, and which indebtedness is for plantation supplies and cash furnished, and which indebtedness the parties of the first part, are desirous of securing, now if the said part, of the first part shall pay off and discharge said indebtedness at maturity, then this conveyance to be void, but in case they fail to do so, then it shall be the duty of the party of second part to take possession of the property hereby conveyed, and to sell the same at public sale to the highest bidder for cash first giving 5 days notice by posting at the store of Alexander & Co. and from the proceeds of such sale, he shall retain the charges and expenses of executing this trust, and the remainder he shall pay over to the parties of the third part, in satisfaction of said indebtedness, and the said Trustee shall be allowed to enter and take possession of said crops and property at any time after said advances are due and payable, whether said crops are gathered or not, and may have the same gathered and prepared for market at the expense of the party of the first part. In case of the death of the party of the second part, or from any other cause he refuse or fails to act, then the parties of the third part shall appoint another to execute this trust.

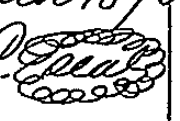
In Witness whereof the said party of the first have hereunto set their hand and seals, on this the day and year above written.

Alfred<sup>his</sup> Thompson   
mark

Jenkins<sup>his</sup> Thompson   
mark

State of Mississippi }  
Hinds County }

This day personally appeared before the undersigned, a Justice of the Peace in and for said County and State, Alfred Jenkins Thompson and acknowledged that they signed, sealed and delivered the above Deed of Trust, on the date thereof as their own act and deed, and for all the purposes therein expressed.

Witness my hand and seal this 8<sup>th</sup> day of March 1846.  
J. M. Black J. P. 

William Green  
and Martha Green  
D. J.  
J. W. Buford Trustee  
To secure S. L. James.

Filed for Record March 13<sup>th</sup> AD 1846. at 9 am  
Recorded April 19<sup>th</sup> AD 1846

Satisfied in full by S. L. James  
on 20<sup>th</sup> Dec 46

This Deed of trust made this ninth day of March AD 1846, by William Green and Martha Green his wife of the first part and J. W. Buford Trustee of the second part and S. L. James of the third part. Witnesseth: that the said William Green is indebted to the said S. L. James of the third part, in the sum of Three hundred & fifty Dollars (\$350<sup>00</sup>.) payable on the first day of December AD 1848, as evidenced by the two promissory notes of the said William Green of the same date as this deed for the said several sums of money payable respectively on the first day of December A.D. 1847, and 1<sup>st</sup> December AD 1848, with interest from date at the rate of ten per cent per Annum which indebtedness arises from a loan of money by said S. L. James to the said William Green to pay the purchase money of said land hereinafter to be named, and in consideration of said loan money and said indebtedness the said William Green has granted bargained and sold, and by this deed does grant, bargain, sell alien and convey to the said J. W. Buford Trustee (the said Martha joining to relinquish all claim of dower) all that tract of land in Madison County Mississippi, known and described by numbers as the South East quarter and East half of South West quarter of section Nineteen and East half of North West quarter and North half of West half of North East quarter of section Thirty all in Township Twelve Range

Declaro Miss. May 18 1846  
I have authorized & sealed

Four East, containing by estimation Three hundred & sixty acres  
more or less. Do have and to hold said land with all its  
appurtenances to him the said J. N. Buford Trustee, free from  
and against the claim of the said party of the first part, in  
trust, for the security of the payment of both of the said above  
described promissory notes and until default made as to  
both of said notes the said William Green is to retain pos-  
session of said land, and if both of said notes shall be paid

J. N. Buford to mark satisfied  
upon the records of Madison  
County, all deeds in trust  
& mortgages made by William  
Green to secure debts

~~due or to be~~ All debts secured  
by said deeds in trust having  
been fully paid

S. L. James

JJ pg 345

JJ 3214-8

incident  
by record  
shall not  
to lastly  
J. N. Buford  
any one  
be the  
said  
or of the  
such other  
said for  
to day  
Court  
necessary

ary at public outcry to the highest bidder for cash and  
convey said land to the purchaser and out of the proceeds  
to pay said notes and the balance to the said William  
Green, who will warrant and defend the title of said land  
to the said Trustee and his heirs and assigns against all  
claims whatsoever.

In witness whereof the said parties of the  
first part have hereto put their names and seals  
this March 9<sup>th</sup> A.D. 1846.

Witness H. V. Pope  
M. S. Gordon

William <sup>his</sup> Green  
Martha <sup>mark</sup> Green

State of Mississippi }  
Holmes County }

Personally appeared before me John  
Hart mayor of Pickens & ex officio J. P. in and for said  
County the within named William Green & Martha  
Green 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 Martha Green upon a private examination by me made separate and apart from her said husband, acknowledged that she signed sealed and delivered the same as her own voluntary act and deed, without any fear, threats, or compulsion of her husband.

In testimony whereof, witness my hand and seal this 9<sup>th</sup> day of March A.D. 1846.

John Hart ~~Smith~~  
Mayor & Ex officio J.P.


J. C. Cameron Sr.  
To & Deed of Trust  
A. G. Peatross Trustee  
To secure Gross & Loeb

Filed for Record March 13<sup>th</sup> 1846 at 9.30 AM.  
Recorded April 19<sup>th</sup> 1846.

This Indenture, made this 6<sup>th</sup> day of March 1846, between J. C. Cameron Sr. of the County of Madison and State of Mississippi of the first part and A. G. Peatross of the County of Madison and State of Mississippi party of the second part, and Gross and Loeb of the County of Madison and State of Mississippi parties of the third part: Witnesseth; That Whereas said party of the first part is indebted to said parties of the third, in the sum of One Hundred and thirty five dollars evidenced by a certain promissory note of even date and tenor with this instrument: And the said party of the first part being desirous to secure the prompt payment of said indebtedness at its maturity: Now this Indenture Witnesseth; That said party of the first part for and in consideration of the sum of ten dollars to him in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, released, conveyed and confirmed and by these presents do grant, bargain, sell, release, convey and confirm unto the said party of the second part his heirs and assigns forever the following described mule viz: One black horse mule; To have and to hold the above described mule to the only proper use, benefit and behoof of him the said party of the second part, his heirs and assigns forever: And said party of the first part for himself, his heirs executors, and Administrators covenants with said party of the second part his heirs and assigns that he is lawfully seized and possessed of said mule, and will forever warrant and defend the title to the same, against the claim or claims of all persons whatsoever. In trust nevertheless and for the following use, intent & purpose, to-wit: Should said party of the first part fail to pay and satisfy said note, at maturity, then it shall be the duty of said party of the second part at the request of said parties of the third or either of them, after giving ten days notice of the time & place, of sale by posting, in three public places in Madison County, to proceed to sell at public auction at Madison Station for cash in

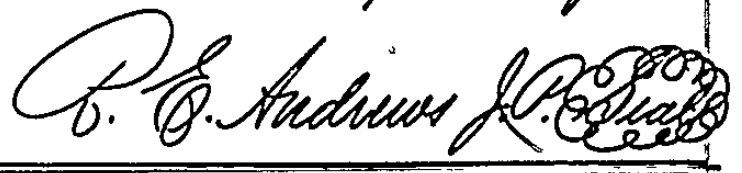
hand to the highest bidder the above described mule to satisfy the debt and interest and the cost of executing this trust, and the proceeds of said Sale shall first be applied to the payment of the debt and the cost of executing this trust and the balance if any there be shall be paid over to said party of the first part. But should said party of the first part well and truly pay said note at maturity then this deed to be void and of no effect otherwise to remain in full force and virtue. And it is further understood and agreed by the parties herunto that if the said A. C. Peatross Trustee as aforesaid shall from any cause become unable or unwilling to execute this deed of Trust then it shall be lawful for the said Cross each or either of them their Executors, Administrators or assigns under their hands and Seals to appoint another Trustee in place of the said A. C. Peatross with full power to execute the same according to its terms, and whose acting and doing in the premises shall be as binding as if done by the said A. C. Peatross Trustee.

In Testimony of which said parties of the first part and second part have herunto set their hands and affixed their Seals this day and date first above written.

J. C. Cameron Sr. 

The State of Mississippi  
Madison County.

Personally appeared before the undersigned Justice of the Peace in and for said County the above named J. C. Cameron Sr. who acknowledged that he signed, sealed and delivered the above Deed of Trust on the day of the date thereof as his act and deed.

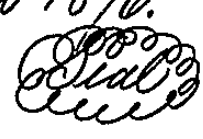
Given under my hand and Seal this 7<sup>th</sup> day of March A.D. 1876.  
R. E. Andrews J.P. 

D. C. Jiggitts  
To & Trust Deed  
J. C. Cunningham  
to Secure  
H. B. Cunningham.

Filed for Record March 13<sup>th</sup> 1876 at 5 P.M.  
Recorded April 19<sup>th</sup> 1876.

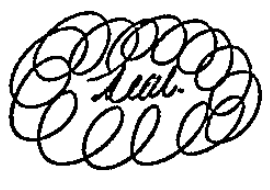
This Deed of Trust made this 13<sup>th</sup> Mch 1876 by D. C. Jiggitts to secure W. C. Cunningham in the payment of rent hereafter mentioned. Witnesseth that whereas (the said Jiggitts) have rented from W. C. Cunningham Acre of Mrs. Evans for the year 1876 the plantation in Madison County, Miss. known as the Durfy Place for which I agree to pay said Cunningham rent as follows. Six Bales of Cotton each bale to weigh four hundred and fifty pounds (450#) and deliver the same to him, at Canton, in good order, on or before the 15<sup>th</sup> day of October 1876. and said Cunningham is to sell said Cotton as soon received, or as soon as practicable thereafter, and if the net proceeds after all costs of weighing

Selling, & amount to the Sum of three hundred dollars, then this amt. of Cotton shall fully satisfy the whole claim for rent, but if said proceeds do not amount to \$ 300. then said Jiggitts is to give said Birmingham a further amount of Cotton to make up the deficit of \$ 300. And all crops of Corn and Cotton raised by said Jiggitts during said year (1846) are hereby sold, leased & conveyed to said Birmingham, until the aforesaid rent Cotton is paid and none of the Cotton raised on said place during 1846. can be sold by said Jiggitts till this rent Cotton is paid, said Jiggitts also agrees to gather his said Cotton & bale and deliver to said Birmingham as fast as baled till said rent is paid. Now if I fully comply with the above agreements by said 15<sup>th</sup> October 1846. then this deed to be void and if I fail to comply with said Agreements by said time then it is agreed that J. C. Birmingham or any <sup>other</sup> person that W. C. Birmingham will appoint Trustee acting as Trustee of both parties herein shall seize the crop of said D. C. Jiggitts & sell the same after giving (5) five days notice of time & place of sale, and sell the same and pay to said W. C. Birmingham three hundred dollars and then turn back to said Jiggitts all the balance of said Cotton.

Given under my hand and Seal this 13<sup>th</sup> March 1846.  
 David C. Jiggitts 

State of Mississippi  
 Madison County,

Personally appeared before the undersigned Clerk of the Chancery Court of said County the within named David C. Jiggitts who acknowledged that he signed sealed & 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 13<sup>th</sup> day of March A.D. 1846.  
 C. S. Jeffery Clerk

William Green  
 and Martha Green  
 To } Deed, Trust  
 W. S. Gordon Trustee  
 To secure  
 Pope & Buford

Filed for Record March 13<sup>th</sup> A.D. 1846 at 9 am.  
 Recorded April 20<sup>th</sup> A.D. 1846.

This Deed of Trust and agreement made the 10 day of March A.D. 1846. Witnesseth: that whereas William Green & Martha Green parties of the first part are indebted to Pope & Buford, Merchants Pickens Sta Nice in the sum of One Thousand dollars or as evidenced by this 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 them money supplies and merchandize, 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 them 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, 2 Mules bought of Pope & Buford, 1844, one of which is bay horse mule, a small shouse Colored mare Mule, One Sorrel horse named Crocket, 1 large White Mare, 1 Wagon together with all of his crop of Corn, Cotton and every thing else raised by said William Green, his employes, Croppers interest and his interest in all crops raised the present year 1846. also 2 Bay horse Mules, the title to which, unto said Trustee or any successor, they warrant and agree forever to defend. In trust, however that if said part shall in or before the 1 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 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 Pope & Buford, or their legal representatives, 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 as aforesaid said party of the first part can hold the same,

In testimony whereof said parties have hereunto set hand and seal.

W. S. Gordon  
Pope & Buford

William Green  
Martha Green

The State of Mississippi }  
 Holmes County }

Personally appeared before me, John Hart Mayor of Pickens & Co. officio J. P. in and for said County, the within named William Green 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. And the said Martha Green wife of said, on a private examination before me, apart from her said husband acknowledged that she signed, sealed and delivered the said Deed of Trust and Agreement, as her ~~voluntary~~ <sup>voluntary</sup> act and deed, freely, without any fear, threats or compulsion of her said husband given under my hand and seal of office, this 10<sup>th</sup> day of March 1846.

John Hart   
 Mayor & Officio J. P.

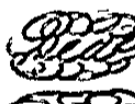
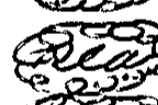
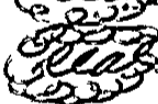
Washington Ousley }  
 To & Deed. Trust }  
 W. S. Gordon Trustee }  
 To secure }  
 Pope and Buford }

Filed for Record March 13<sup>th</sup> AD 1846 at 9 am.  
 Recorded April 20<sup>th</sup> AD 1846

This Deed of Trust and agreement made this 10 day of March AD 1846. Witnesseth: that whereas Washington Ousley of Madison County, party of the first part, is indebted to Pope & Buford in the sum of One Thousand 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 do hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: One Sorrel Mule and One Grey Mule & Bay Horse and all of his crop of Corn, Fodder Cotton and every thing else raised by Washington Ousley and all of his crop Interdict in all hands that work for him the present year.

the title to which unto said Trustee or any successor, he warrants and agree forever to defend: In trust, however, that if said party shall on or before the 1 day of March 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 Comty, sell said remaining property, or a sufficiency thereof to make said payments, for cash, at public Auction at Pickens Station Miss. And said Pope & Buford, or their legal representatives 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 as aforesaid said party of the first part can hold the same.

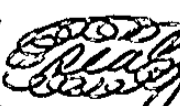
In testimony whereof, said parties have hereunto set hand and seal.

Washington Ousley   
 W. S. Gordon   
 Pope & Buford 

The State of Mississippi }  
 Holmes County }

Personally appeared before me John Hart Mayor of Pickens & Ex officio J. P. in and for said County, the within named Washington Ousley 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 10<sup>th</sup> day of March 1846.


John Hart   
 Mayor & Ex officio J. P.

Jas. A. Smith trustee } Filed for Record March 14<sup>th</sup> AD 1846 at name  
 of Bondoyance }  
 Wm Atkinson et al } Recorded April 20<sup>th</sup> AD 1846.

This Indenture, made this 8<sup>th</sup> day of March AD 1846, between James A. Smith trustee as herein after named of the first part and William Atkinson, Annie Atkinson, Lilly Atkinson & Lela Atkinson minor Children & heirs of Victoria C. Atkinson, late of Madison County, Mississippi deceased of the second part witnesses: Whereas, on the 9<sup>th</sup> day of April AD 1842, one Mason E. Brown of said County, did execute to the said party of the first part a certain deed in trust conveying to said party of the first part, the following described lands, situate lying and being in said County to wit: the west half of East half of North East quarter, and the West half of the North East quarter, and the East half of West half of Section twenty eight, Township Nine, Range two east, together with the buildings & appurtenances thereto belonging, which said deed in trust was duly recorded among the land records of said County in Book ~~X~~ page 278, and whereas in and by said deed it was stipulated & provided that in case of default made by said Mason E. Brown in the payment of certain sums of Money in said deed specified & due to Charles M. Atkinson guardian of the heirs of said Victoria Atkinson deceased, it should be the duty of the said party of the first part, as trustee, to advertise said lands for sale, for at least twenty days; by advertisement posted at the door of the Court House of said County, upon request of the said party of the third part, in said deed, to wit: the said Charles M. Atkinson & to sell the same to the highest bidder for cash, and whereas said party Mason E. Brown did not pay said notes according to their tenor & according to the terms of said deed in trust, but made default therein, and whereas said party of the first part was requested by said Charles M. Atkinson to proceed to advertise & sell said land according to the terms & conditions of said deed in trust, and in pursuance of said request & the terms of said deed, the said party of the first part did advertise said lands for sale to the highest bidder for Cash, before the door of the Court House of said County, which advertisement was posted at the said Court House door for more than twenty days prior to the date first herein written, and on the said day the said party of the first part, did proceed to

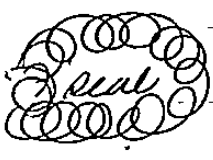
sell before the door of said Court House, to the highest bidder for cash the lands herein before described, at which sale the said Charles M. Atkinson as guardian as aforesaid, appeared & bid for said lands in behalf of his said Ward, the sum of Three thousand and four hundred dollars, which was more than any other person did or would bid for the same, and whereas said Charles M. Atkinson hath requested the conveyance of said lands should be made to the said parties of the second part the beneficiaries in said deed in trust, and hath caused the conveyance to be prepared for that purpose. Now therefore the said party of the first part hath sold & conveyed, & by these presents doth sell & convey to the said parties of the second part, the lands & premises herein before described, with the buildings and appurtenances thereto belonging, To have and to hold the same unto the said parties of the second part, their heirs & assigns forever.

In testimony whereof said party of the first part hath hereto set his hand & affixed his seal the day & year first herein before written.

J. A. Smith Trustee 

The State of Mississippi }  
 County of Madison }

Personally appeared before the undersigned, Clerk of the Chancery Court, in & for said County, James A. Smith who acknowledged that he signed sealed & delivered the foregoing deed, on the day & year therein mentioned, as Trustee as therein stated, as his act and deed for the purposes therein mentioned.



Witness my hand & seal of said Court at Canton this 14<sup>th</sup> day of March 1846

F. S. Jeffrey Clerk  
 By E. H. Lintwiler D.C.

J. L. Battle Aud  
 J. W. Russell  
 To & Deed of Trust  
 A. H. Lacy Trustee  
 To secure  
 D. C. Richardson & Co.

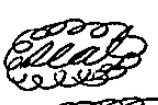
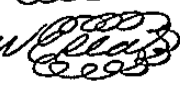
Filed for Record March 14<sup>th</sup> AD 1846 at 8 a.m.  
 Recorded April 20<sup>th</sup> AD 1846.

"Merchants Deed of Trust"  
 This Deed of Trust, made this 7<sup>th</sup> day of



February 18<sup>th</sup> 1846. Witnesseth that whereas, J. B. Batts of Smith County and J. N. Ruscum of Madison County, parties of the first part are indebted to P. E. Richardson & Co in the sum of Two hundred and seventy for <sup>27</sup>100 Dollars, on their note dated herewith payable 1<sup>st</sup> November 1846. and whereas said parties 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 parties of the first part, in consideration of the premises as well as for ten dollars to them paid by A. H. Lacey Trustee, do hereby bargain sell and convey to said Trustee the property being in Smith & Madison Counties Mississippi and described as follows: One Black Mare Mule 5 years old named "Kell" & One Sorrel Horse aged 4 years named "Selim" also the entire crops of Cotton, Corn and other agricultural products to be raised by them and each of them during the year 1846, in the respective Counties in which they live. the title to which unto said Trustee or any successor, warrant and agree forever to defend, in trust, however, that if said parties of the first part shall, on or before the 1<sup>st</sup> day of November 1846, pay what may be due said P. 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 each of the said Counties sell said property or a sufficiency thereof to make said payments for cash at public Auction, at Jackson, and said P. E. Richardson & Co, or their legal representatives, can at any time they may desire, appoint a trustee in the place of A. H. Lacey or any succeeding Trustee, and should the Trustee at any time below said property or any part thereof pledged 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.

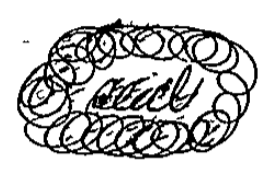
In testimony whereof said parties hereto have hereto set their hands and seals on the date above written,

J. B. Batts   
 J. N. Ruscum 

The State of Mississippi }  
Hinds County }

This day personally appeared before me, the undersigned, a Justice of the Peace in and for said Hinds County, J. C. Batte & J. N. Russum and acknowledged that they signed, sealed and delivered the foregoing Deed of Trust at the time therein named: as their act and deed.

Witness my hand and seal of office this 7<sup>th</sup> day of February A.D. 1846.



W. J. Rattiff Clk  
By A. G. Moore D.C.

Augustus Collins }  
vs Hamblin Long }  
vs Deed in trust }  
vs H. S. Fouts Jr. Trustee }  
To secure }  
Fannie R. Jones }

Filed for Record March 14<sup>th</sup> AD 1846 at 6 PM  
Recorded April 20<sup>th</sup> AD 1846

This indenture made and entered into this the 14<sup>th</sup> day of March AD 1846, by and between Hamblin Long and his wife Delia Long & August Collins & his wife Alice, of the first part and Henry S. Fouts Jr. of the second part, and Fannie R. Jones of the third part, is to witness, that for and in consideration of the sum of ten dollars Cash in hand paid by the said second to the said first parties do by these presents bargain sell alien, en- gage and convey unto the said second party all the crops of Cotton, Corn, peas, fodder and potatoes that they may make raise or gather on the plantation of said Fannie R. Jones during the year AD 1846, or any where else also One Mule named Cora, also all other Mules, horse carts, farming implements or any other species or kind of personal property that the said first parties now own or may hereafter acquire to have and to hold the same unto him the said second party and his heirs and assigns forever. the same however to re- main in the possession of the said first parties until the forfeiture of this deed in trust. But this trust is made up- in the following conditions, Whereas the said first parties are indebted to the said third party for a Mule, wagon money and supplies advanced & to be advanced and for

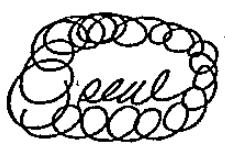
rent of land the sum of Five hundred and fifteen dollars and have given therefor this promissory note in writing for said sum of money with ten per cent interest from date payable on the 1<sup>st</sup> day of November A.D. 1846. now if when said Note is due and payable it shall be fully paid off and satisfied then this deed in trust to be null and void but if it shall not be paid when due then the said Note is in the event of his failure from any cause to act then any one whom the said Fannie R. Jones or the holder of said note shall request to act shall seize said property herein before mentioned & take the same into possession wherever found. & shall sell the same either at private or public sale at his option for cash without advertisement and shall from the proceeds 1<sup>st</sup> pay the costs and Commissions of the trustee for selling 2<sup>nd</sup> pay all that is due on said promissory note 3<sup>rd</sup> pay any money that remains over to said first parties.

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

Samuel<sup>his</sup> Long  
Augustus Collins

State of Mississippi }  
Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named Samuel Long and Augustus Collins 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 Canton, this 14<sup>th</sup> day of March A.D. 1846.  
O. S. Jeffrey Clerk


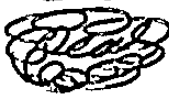
Adam Young and  
Wife Martha  
To } Deed in Trust  
H. S. Foster Jr. Trustee  
To secure  
Fannie R. Jones

Filed for Record March 14<sup>th</sup> A.D. 1846 at C.P.M.  
Recorded April 20<sup>th</sup> A.D. 1846.

Know all men by these presents, that this Indenture made and entered into this the 14<sup>th</sup> day of March A.D. 1846. by and between Adam Young & his Wife Martha Young of

the first part and Henry S. Fobte Jr. of the second part, and  
 Rammy R. Jones of the third part is to witness, that for and  
 consideration of the sum of ten dollare paid by the second to the  
 first parties, the said first parties do hereby bargain, bargain sell  
 and convey to the second party and his heirs and assigns forever  
 the following described property viz: One dark bay mule named  
 and all the crops of Cotton, corn, peas potatoes and fodder or  
 other kinds of crops that the said first parties may raise,  
 cultivate or gather on the plantation of the said third party or  
 any where else during the year 1846, also all wagons, carts  
 mules, horses, cattle, hogs or farming implements that the  
 said first parties now own or may hereafter acquire, but this  
 sale and conveyance is made upon the following terms and  
 conditions, whereas the said first parties are indebted to  
 the said third party in the sum of \$300<sup>00</sup> for supplies  
 rent and other things, and have given their note therefor  
 for the said sum of money, now if when said debt is due  
 it is promptly paid then this deed is null & void, but if  
 not so paid then the said Fobte is in the event of his failure  
 from any cause to act, then any the holder of the note or assign-  
 ee of the debt, shall request to act, shall seize the property here-  
 in conveyed & sold and shall sell it for cash at public or pri-  
 vate sale as he deems best without advertisement and shall from  
 the proceeds 1<sup>st</sup> pay the note & debt in full, 2<sup>nd</sup> pay the costs  
 & commissions of the trustee for selling, 3<sup>rd</sup> pay any money that  
 remains to said first parties.

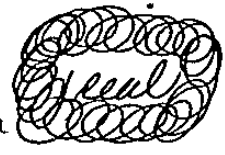
In testimony whereof said first parties have hereto  
 set their hands and seals the day and year first  
 above written.

Adam Young   
 Martha Young   
 mark

State of Mississippi } s.s.  
 Madison County }

Personally appeared before me C. S. Jeffry,  
 Clerk of the Chancery Court of said County, the within nam-  
 ed Adam Young and Martha Young his wife, who severally  
 acknowledged that they signed, sealed and delivered the fore-  
 going and annexed Deed, as their own act and deed, and  
 the said Martha Young, upon a private examination by me  
 made, separate and apart from her said husband acknowl-  
 edged that she signed, sealed and delivered the same.

as her voluntary act and deed, freely without any fear, threats or compulsion of her said husband.



Given under my hand and seal of said Court this 14<sup>th</sup> day of March AD 1846.

O.S. Jeffrey Clerk

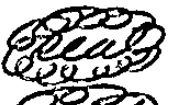
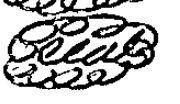
Austin Harris & Wife }  
Do } Deed in trust  
H.S. Footer Jr. Trustee }  
Do secure  
Fanny R. Jones }

Filed for Record March 14<sup>th</sup> AD 1846. at 6 P.M.  
Recorded April 20<sup>th</sup> AD 1846

Know all men by these Presents, that this indenture made and entered into this the 14<sup>th</sup> day of March AD 1846. by and between Austin Harris and his wife Melinda Harris of the first part, and Henry S. Footer Jr. of the second part and Fanny R. Jones of the third part is to witness, that for and in consideration of the sum of ten dollars in hand paid to the said first parties by the said second party, said first parties do by these presents bargain sell alien enfeoff and convey unto the said second party the following described property to wit: All the crops of Cotton, Corn, peas, potatoes and fodder that may be raised by said first parties on the plantation of the said F. R. Jones or any where else during the year AD 1846. also a horse named Rover bay in color, and all horses, mules, wagons and all other species of personal property or farming implements that may now be owned or that may be hereafter acquired by said first parties. To have and to hold the same unto him the said second party, his heirs and assigns forever. But this deed in trust is made upon the following conditions viz: Whereas the said first parties are indebted to said third party for supplies and for the rent of land, in the sum of One hundred and Seventy five dollars, and have given therefor their certain promissory note payable to the said F. R. Jones or order on the 1<sup>st</sup> Nov. 1846. now if when said note is due and payable the same shall be fully paid off and satisfied then this deed in trust to be null and void. But if the same shall not be paid when due then the said Footer or in the event of his failure from any cause to act, than anyone who the said Jones or the bona fide holder of said note shall request to act, shall sell said property after taking possession of the same at private

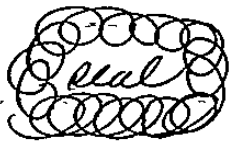
or public sale at his option & from the proceeds shall 1<sup>st</sup> pay said note in full principal and interest 2<sup>nd</sup> pay the costs of sale of said property to the trustee 3<sup>rd</sup> pay the remaining sum if any remains unto the said first parties.

In testimony whereof said first parties hereto set their hands & seals the day & year first above written.

Austin <sup>his</sup> Harris   
Melinda <sup>his</sup> Harris 

State of Mississippi } ss.  
Madison County }

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



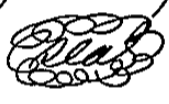
Given under my hand and official seal at office in Canton, this 14<sup>th</sup> day of March A.D. 1846.  
C. S. Jeffrey Clerk

John Thomas }  
Do } Deed in Trust  
W. S. Foote Jr. Trustee }  
Do secure  
Sammy R. Jones }

Filed for Record March 14<sup>th</sup> A.D. 1846 at 6 P.M.  
Recorded April 20<sup>th</sup> A. D. 1846


Know all men by these presents, that this indenture made and entered into this the 14<sup>th</sup> day of March A.D. 1846, by and between, John Thomas and his wife Phoebe Thomas of the first part Henry S. Foote Jr. of the second part and Sammy R. Jones of the third part is to witness, that for and in consideration of the sum of ten dollars this day paid by said second to said first parties, said first parties do by these presents bargain sell alien and convey unto said second party all the crops of Cotton, corn, peas potatoes and fodder that they may raise or cultivate on the plantation of Mrs. F. R. Jones or any where else during the year A.D. 1846, also one Mule named "Jane" gray in color and all other mules horses, cattle or farming implements wagons carts &c. that may now be owned or may hereafter be acquired by the said first parties to have and to hold the same unto him the said second party and his heirs and assigns forever. But this deed

is made upon trust & on the following conditions viz: that where-  
 as the said first parties are indebted to the said third party,  
 for a mule and supplies and for rent the sum of two hundred  
 and seventy five dollars, for which they have executed to the  
 said F. R. Jones a promissory note payable the 1<sup>st</sup> day of Nov.  
 AD 1876, and bearing ten per cent interest from date, now if when  
 said note is due and payable it shall be paid off and satis-  
 fied then this deed in trust to be void but if not so paid then  
 the said F. R. Jones or in the event of his failure from any cause to  
 act, then any one whom the holder of said note shall request  
 to act shall sell said property herein before described either at pri-  
 vate or public sale as he may elect and from the proceeds shall  
 pay said note in full the costs & commissions of the trustee for sel-  
 ling & if any money remains shall pay it over to said first parties

In testimony whereof said first parties have hereunto set  
 their hands and seals this the 31<sup>st</sup> day of Jan 1876.  
 John<sup>sr</sup> Thomas 

State of Mississippi }  
 Madison County }

Personally appeared before the undersign-  
 ed, Clerk of the Chancery Court of said County the within nam-  
 ed John Thomas 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 14<sup>th</sup> day of March AD 1876.  
 O. S. Jeffrey Clerk



Emanuel Washington }  
 & Robert Washington }  
 P's Deed in Trust }  
 H. S. Fote Jr. Trustee }  
 To secure }  
 Fanny R. Jones }

Filed for Record March 14<sup>th</sup> AD 1876 at 6 P.M.  
 Recorded April 21<sup>st</sup> AD 1876.

Know all men by these Presents, that this In-  
 denture made and entered into this the 14<sup>th</sup> day of March 1876,  
 by and between Emanuel & Robt. Washington and the wife Belle  
 Washington wife of Emanuel of the first part, and Henry S. Fote  
 Jr. of the second part, and Fanny R. Jones of the third part  
 is to witness, that for and in consideration of the sum of ten

dollars this day paid by said second to said first parties, said first parties do by these presents bargain sell alien in feoff. and convey unto the said second party the following described property viz. All the crops of Cotton, corn, peas, potatoes and fodder or any other species or kind of crop that may be raised by said first parties on the plantation of the said Fanny R. Jones or anywhere else during the year A.D. 1846. Also two mules named Jack, a sorrel & the other named and all the other Mules, horses, Cattle, wagons, carts or any other kind or species of farming implements that are now owned or may be hereafter acquired by said first parties, To have and to hold the same unto him the said second party and his heirs and assigns forever but said property to remain in the possession of the said first parties unless they attempt to remove the same from the plantation of the said Fanny R. Jones until the forfeiture of this deed in trust. But this deed is made upon the following terms and conditions. Whereas the said first parties are indebted to the said Fanny R. Jones for mules supplies and rent of land the sum of five hundred and twenty five dollars, and have given therefor their certain promissory note in writing for the sum of five hundred and twenty five dollars, with interest from date at ten per cent per annum unto the said Fanny R. Jones payable the 1<sup>st</sup> day of November A.D. 1846. now if when said note is due it be fully paid and satisfied then this deed in trust to be null and void, but if not so paid then the said F. R. Jones or in the event of his failure to act, then any one whom the said F. R. Jones or the holder of said note shall request to act shall sell said property herein conveyed either at public or private sale as he shall elect first taking the same into possession wherever found, for cash and without advertisement and from the proceeds of said sale shall 1<sup>st</sup> pay the costs and commissions of the trustee, for selling, 2<sup>d</sup> shall pay said note principal and interest in full 3<sup>d</sup> shall pay over any money that may remain to the said first parties.

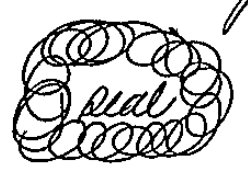
In testimony whereof said first parties have hereto set their hands and seals the day & year first above written

Emmanuel <sup>his</sup> Washington   
Robert <sup>his</sup> Washington   
<sub>mark</sub>



State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named Emanuel Washington and Robert Washington 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 Canton, this 14<sup>th</sup> day of March A.D. 1846.  
D. S. Jeffrey Clerk

Alex Collins  
Do Deed as Trust  
H. S. Foose Jr. Trustee  
Do secure  
Fanny R. Jones

Filed for Record March 14<sup>th</sup> A.D. 1846 at 6 P.M.  
Recorded April 21<sup>st</sup> A.D. 1846.

Know all men by these presents, that this indenture made and entered into this the 14<sup>th</sup> day of March A.D. 1846, by and between Alex Collins and his wife Bet Collins of the first part and Henry S. Foose Jr. of the second part, and Fanny R. Jones of the third part, is to witness that for and in consideration of the sum of ten dollars this day paid said first parties, by said second party said first parties do by these presents bargain, sell and convey unto the said second party a mule named, And all the crops of Cotton, Corn, peas, potatoes & fodder that they may raise and cultivate on the plantation of Fanny R. Jones or any where else during the year 1846, and also all wagons carts horses, mules, Cattle, hogs, that the said first parties now own or may hereafter acquire to have and to hold the same unto him the said second party and his heirs and assigns forever. But this deed is made upon the following conditions, Whereas the said first parties are indebted to said Fanny R. Jones for rent of land, supplies & Mule purchased and on other accounts the sum of Two hundred & Seventy five dollars, & Costs, for the payment of which they have made their promissory note in writing of even date herewith, payable to the said Fanny R. Jones on the 1<sup>st</sup> day of November A.D. 1846, now if when said note and debt are due and payable they are paid in full, then this deed is void; if not paid then the said Foose, or if he fails to act, then any

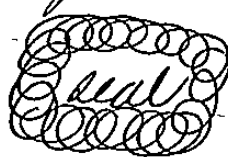
one the holder of the note or assignee of the debt above mentioned shall request to act. shall take possession of the property herein conveyed. and shall sell the same for cash. as he deems best at private or public sale. and without advertisement & shall 1<sup>st</sup> pay the note & debt in full. 2<sup>d</sup> Pay the costs & commissions of the trustee for selling. 3<sup>d</sup> Pay any money that remains to the said first parties.

In testimony whereof said first parties have hereunto set their hands and seals this the 14<sup>th</sup> day of March AD 1846.

Alex<sup>ch</sup> Collins 

State of Mississippi } s.s.  
Madison County }

Personally appeared before the undersigned. Clerk of the Chancery Court of said County, the within named Alex Collins 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 14<sup>th</sup> day of March AD 1846  
C. S. Jeffrey Clerk

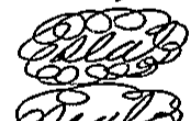
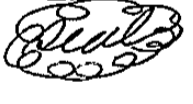
Thomas Wilson  
Wife Judy Wilson  
Do & Deed in Trust  
H. S. Foots Jr. Trustee  
Do secure  
Fanny R. Jones

Filed for Record March 14<sup>th</sup> AD 1846 at 6 P.M.  
Recorded April 21<sup>st</sup> AD 1846.

Know all men by these Presents that this indenture made and entered into this the 14<sup>th</sup> day of March AD 1846. by and between Thomas Wilson and his wife Judy Wilson of the first part and Henry S. Foots Jr. of the second part. and Mrs. F. R. Jones of the third part. is to witness. That for and in consideration of the sum of ten dollars this day paid by said second to said first parties. said first parties do by these presents. bargain, sell, alien and convey unto said second party all the crops of Cotton, corn, peas, potatoes and fodder which they may raise or cultivate anywhere during the year AD 1846. & more particularly on the plantation of Mrs. F. R. Jones also a mule named Jule dark

bay in color and a horse named, and all other horses, mules, carts, wagons, & all kinds of species of farming implements which the said first parties now own or may hereafter acquire, to have and to hold the same unto him the said second party & his heirs and assigns forever, but this deed in trust is made upon the following terms and conditions, whereas the said first parties are indebted to the said Tommy R. Jones in the sum of four hundred and twenty five dollars, for the purchase of a Mule and horse above set forth, for supplies and for rent of land, and have executed therefor payable to the said T. R. Jones or order a certain promissory note payable for said sum on the 1<sup>st</sup> day of Nov. 1846, to the order of said T. R. Jones and bearing interest at the rate of ten per cent per annum from date. Now if when said note is due and payable it shall be paid and satisfied, then this deed in trust to be null & void, but if not so paid then said T. R. Jones 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 at public or private sale, as he may deem best, and without advertisement for cash, and from the proceeds shall pay 1<sup>st</sup> the costs and commissions of the trustee for selling 2<sup>d</sup> the said note principal and interest in full 3<sup>d</sup> If any money remains over to the said first parties.

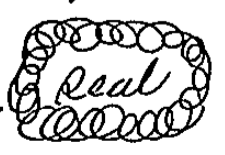
In testimony whereof said first parties have hereto set their hands and seals the day & year first above written.

Thomas <sup>his</sup> Wilson   
 Judy <sup>her</sup> Wilson 

State of Mississippi } ss  
 Madison County

I Personally appeared before me E. S. Jeffrey Clerk of the Chancery Court of said County, the within named Thomas Wilson & Judy Wilson 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 Judy Wilson, upon a private examination by me made, separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed freely without any fear, threats or compulsion of her said husband.

Given under my hand and seal of said Court this 14<sup>th</sup> day of March, A.D. 1846.



E. S. Jeffrey Clerk

and assigns and against the claim or claims of all parties whatsoever.  
In testimony whereof we have this day January 14<sup>th</sup> A.D.  
1846: signed our names and made our seals in the  
presence of the witnesses.

J. J. Covington  
Mary Covington

The State of Mississippi }  
Madison County }

Personally appeared before me the un-  
dersigned Justice of the Peace of said County, the within nam-  
ed John J. Covington who acknowledged that he signed seal-  
ed and delivered the foregoing and annexed Deed as his  
own act and deed, also appeared Mary Covington wife of the  
said John J. Covington who upon a private examination by  
me made separate and apart from her said husband ack-  
nowledged that she signed sealed and delivered the same as  
her own voluntary act and deed freely without any fear threat  
or compulsion of her said husband on the day and year therein  
named.

Given under my hand and seal this the 17<sup>th</sup> day of  
March A.D. 1846.

Sam'l Milton J. P.

Allen Alexander  
and George Henry  
vs } Deed  
John J. Covington  
and Mary J. Covington }



Filed for Record March 16<sup>th</sup> A.D. 1846 at 9 a.m.  
Recorded April 21<sup>st</sup> A. D. 1846

State of Mississippi, Madison County.  
Know all men by these presents that we Allen Alexander and  
George Henry of the first party and Mary Covington of the  
third party and John J. Covington of the second part, State  
of Mississippi, Covenantors, that the first parties being justly  
indebted to the third party in the sum of 36 Bales of Cotton  
lint as evidenced by three promissory notes of even date with  
this and being desirous of securing the prompt payment of said  
notes and such supplies as may be advanced from time to  
time to the 1<sup>st</sup> parties from the 3<sup>rd</sup> party, have this day Jan-  
uary fourteenth A.D. 1846, bargained, sold, aliened, conveyed,  
conveyed and delivered unto John J. Covington trustee all that

tract of land lying and being situate in Madison County and State of Mississippi, and more particularly known as the W<sup>1</sup>/<sub>2</sub> of S. W<sup>1</sup>/<sub>4</sub> of Sec. 17, S E<sup>1</sup>/<sub>4</sub> and E<sup>1</sup>/<sub>2</sub> of S W<sup>1</sup>/<sub>4</sub> Sec 18. Town 11, Range 4 East. and all their crops of Corn & Cotton, to be raised on the said lands in the years 1846, 1847 & 1848. In trust, that if the mortgages shall well & truly pay the notes at maturity then this deed is null and void otherwise to remain in full force and virtue with power in the trustee or his successor as shall be appointed by Mary J. Covington, to enter in and take possession of said properties after default, advertise sale, by a written notice posted in London, for 5 days and sell to the highest bidder for cash the property or enough thereof and having paid the costs of this deed and the notes for which this is to secure and the balance if any shall be paid over to the Mortgagees.

In Witness whereof we have this day January fourteenth A.D. 1846, signed our names and made our seals in the presence of these witnesses,

Witness James K. Hamblen }  
 W. F. Adams }

Allen<sup>his</sup> Alexander   
 George<sup>his</sup> Henry 

The State of Miss. }  
 Madison County }

Personally appeared before me the undersigned Justice of the Peace in and for said County the above named W. F. Adams one of the subscribing witnesses to the foregoing Deed of Trust, who being duly sworn deposeth and saith that he saw the above Allen Alexander & George Henry sign seal and deliver the same to the above Mary Covington and that he this affiant subscribed his name as a witness thereto in the presence of the said Allen Alexander & George Henry and that he saw the other subscribing witness J. K. Hamblen sign the same in the presence of said Allen Alexander & George Henry, and in the presence of each other on the day and year therein mentioned.

Witness my hand and seal this the 29<sup>th</sup> day of Feb. 1846.

O. L. Hargan J.P. 

S. W. H. Russell  
 J. J. Deed  
 Sarah Amelia Russell

} Filed for Record February 24<sup>th</sup> AD 1876 at 5:10  
 Recorded April 21<sup>st</sup> AD 1876.

State of Mississippi, Madison County.  
 Know all men by these presents that I S. W. H. Russell, for and in consideration of the natural love and affection which I have and do have toward my daughter Sarah Amelia Russell have this the first day of August AD 1875 given and granted and delivered and by these presents doth give grant and deliver unto my beloved daughter Sarah Amelia Russell the following property to wit a certain tract of land known as the Artesian Springs tract, save such portions as will be left out of this Deed as having been already disposed of, all lying in the County of Madison and State of Mississippi, and known as the West half S W  $\frac{1}{4}$  sec 21 S  $\frac{1}{2}$  E  $\frac{1}{2}$  S E  $\frac{1}{4}$  sec 20, also ten acres off S. W. Corner of W  $\frac{1}{2}$  N E  $\frac{1}{4}$  sec 22, also W  $\frac{1}{2}$  S W  $\frac{1}{2}$  S E  $\frac{1}{4}$  and S W  $\frac{1}{4}$  of sec 22, W  $\frac{1}{2}$  of E  $\frac{1}{2}$  and N. W.  $\frac{1}{4}$  and W  $\frac{1}{2}$  S E  $\frac{1}{4}$  and W  $\frac{1}{2}$  N E  $\frac{1}{4}$  less 13 acres out S. E. Corner and E  $\frac{1}{2}$  N W  $\frac{1}{4}$  and E  $\frac{1}{2}$  S E  $\frac{1}{4}$  sec 34, W  $\frac{1}{2}$  S W  $\frac{1}{4}$  sec 35, T 12, R 4 East. In the foregoing described land is included the dower of Mrs. Viola Lockett in which she (Mrs. Lockett) has only a lifetime interest, the dower interest then falling to me, or my heirs, this my interest entire in the dower, I also give, grant, and deliver unto my beloved daughter Sarah Amelia Russell from this Deed is to be carved the following portions to wit: E  $\frac{1}{2}$  N W  $\frac{1}{4}$  & ten acres off S. W. Corner W  $\frac{1}{2}$  N E  $\frac{1}{4}$  sec 22, 90 acres also W  $\frac{1}{2}$  S W  $\frac{1}{4}$  sec 21 and S E  $\frac{1}{4}$  S E  $\frac{1}{4}$  sec 20 (120 acres), being in all 1575 acres more or less, also 4 acres of land more or less, North of the City of Canton adjoining Hoghead lying on Ferry Road according to plat made by E. A. Ford and recorded in office of Chancery Clerk of Madison County in Book V, Page 281. I S. W. H. Russell reserve the right in behalf of my beloved daughter Sarah Amelia Russell, to rent, lease, sell bargain and manage the within described property whenever I deem it necessary as guardian.

Witness

Frank M. Cool  
 Wm. H. S. Gould

S. W. H. Russell

The State of Mississippi } ss.  
Madison County

Personally appeared before me, E. S. Jeffrey Clerk of the Chancery Court, the above named Wm H. S. Gould one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deponeth and saith that he saw the above named S. W. H. Russell whose name is subscribed thereto sign seal and deliver the same to the above named Sarah Amelia Russell that he, this deponent, subscribed his name as a witness thereto, in the presence of the said S. W. H. Russell and that he saw the other subscribing witness Frank M. Cool, sign the same in the presence of the said S. W. H. Russell and in the presence of each other, on the day and year therein named.



In testimony whereof, Witness my hand and seal of said Court, this 24<sup>th</sup> day of February AD 1876.

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

Mary J. Covington  
and John J. Covington  
Parties Deed.

Filed for Record March 16<sup>th</sup> AD 1876 at 9 am.  
Recorded April 21<sup>st</sup> AD 1876

Allen Alexander  
and George Henry

State of Mississippi, Madison County,  
Know all men by these presents that we

Mary J. Covington and John J. Covington of the first part and Allen Alexander and George Henry of the second part of Madison County & State of Mississippi, covenanteth, that the first party have this day January 1<sup>st</sup> AD 1876, bargained, sold, aliened, enfeoffed, conveyed and delivered unto the second party all that tract of land lying and being situate in Madison County and State of Mississippi and being more particularly known as the W 1/2 of S W 1/4 of Sec. 17 S E 1/4 and S 1/2 of S W 1/4 Sec 18 Town 11 Range 4 East. for and in consideration of 36 bales of Cotton lint weighing each 450 lbs. and classifying middling in quality the receipt whereof is hereby acknowledged in three promissory notes, the first party, covenanteth with the second party to warrant and forever defend the right and title to the above lands to them, their heirs & assigns in fee simple, against the claims or claims of themselves, their heirs

William Perry  
and Octavia Perry  
Do) Deed. of Trust  
P. M. Anderson  
Prosecure } Trustee  
A. V. Montgomery

Filed for Record March 16<sup>th</sup> AD 1846 at 10<sup>o</sup> M.  
Recorded April 21<sup>st</sup> AD 1846

"Merchants Deed of Trust"  
This Deed of Trust made this 4<sup>th</sup> day of March AD 1846. Witnesseth: that whereas Wm Perry and Octavia Perry his wife parties of the first part respects said A. V. Montgomery to advance to him 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 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 P. M. Anderson Trustee, do hereby bargain sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows: One Hack horse mule named Tutton also nine hogs ear marked under bit over bit and swallow fork in each ear also all crops grown, sown and planted, or hereafter to be grown sown planted and gathered in the place of A. V. Montgomery 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 December, 1846, pay what may be due said A. V. Montgomery 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 County Miss, sell said property or a sufficiency thereof, to make said payments: for cash, at public Auction, at the place of residence of A. V. Montgomery and said A. V. Montgomery or his legal representation, can at any time he may desire, appoint a trustee in the place of P. M. Anderson 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 has hereto set hand and seal on the date above written.

Wm Perry  
mark  
Octavia Perry  
mark

The State of Mississippi } ss.  
Madison County }

This day personally appeared before me the undersigned, a Justice of the Peace in and for Madison County, the within named William Perry who acknowledged that he signed sealed and delivered the foregoing Deed of Trust at the time therein named as his act and deed. Also appeared Octavia Perry, wife of the said Wm Perry, 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.

Witness my hand and seal, this 10<sup>th</sup> day of March A.D. 1846.

C. L. Hargan J.

Alexander Thompson  
And Martha Thompson  
And Henry Clerk  
Do's Deed of Trust  
T. M. Anderson Trustee  
Do secure  
A. V. Montgomery


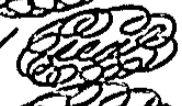
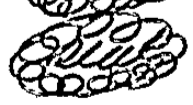
Filed for Record March 16<sup>th</sup> A.D. 1846 at 1 P.M.  
Recorded April 21<sup>st</sup> A.D. 1846.

"Merchants Deed of Trust"

This Deed of Trust made this 4<sup>th</sup> day of March A.D. 1846. Witnesseth: that whereas, Alexander Thompson Martha Thompson his wife & Henry Clerk parties of the first part is indebted to A. V. Montgomery party of the second part, in the sum of four hundred and seventy eight <sup>94</sup>/<sub>100</sub> Dollars, also one hundred and fifty three dollars and <sup>11</sup>/<sub>100</sub> as evidenced by two promissory notes dated Jan 1<sup>st</sup> 1846, and March 4<sup>th</sup> 1846, and whereas, said party of first part expects said A. V. Montgomery to advance to him, money supplies and merchandize 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  
 premium as well as for ten dollars to him paid by P. M. Au-  
 derson Trustee, do hereby bargain, sell and convey to said Trustee  
 the property, being in Madison County, Mississippi and  
 described as follows: One black horse mule named Sam  
 One black mare Mule named Fanny, and one Sorrel mare  
 named Molly, also all crops grown sown and planted or here-  
 after to be grown sown, planted, and gathered, on the place of  
 A. V. Montgomery the title to which unto said Trustee or any suc-  
 cessor, warrants and agrees forever to defend, in trust however  
 that if said party of the first part shall, on or before the 1st  
 day of December 1846, pay what may be due said A. V. Mont-  
 gomery 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 County Mississippi, sell said property or a suffic-  
 iency thereof, to make said payments, for cash, at public  
 auction, at the place of residence of A. V. Montgomery and said  
 A. V. Montgomery or his legal representative, can, at any time  
 he may desire, appoint a trustee in the place of P. M.  
 Anderson or any succeeding Trustee, And should the Trustee  
 at any time believe said property, or any part thereof endan-  
 gered 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 demand-  
 ed by the trustee for either of the purposes as aforesaid, said  
 party of first part can hold the same.

In testimony whereof, said Alex Thompson & Martha  
 Thompson his wife have hereto set their hands and  
 seals on the date above written.

Alex<sup>his</sup> Thompson   
 Martha<sup>his</sup> Thompson   
 Henry<sup>his</sup> Clerk 

The State of Mississippi } s.s.  
 Madison County }

This day personally appeared before  
 me, the undersigned a Justice of the Peace in and for Mad-  
 ison County the within named Alex Thompson and Henry  
 Clerk who acknowledged that they signed sealed, and de-

livered the foregoing Deed of Trust, at the time therein named, as his act and deed. Also appeared Martha Thompson wife of the said Alex Thompson, 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.

Witness my hand and seal of office this 10<sup>th</sup> day of March A.D. 1846.

O. L. Morgan J. *[Signature]*

W. H. H. Sanders }  
To } Deed of Trust  
J. M. Stungily Trustee }  
To secure }  
Brook & Gaddis }

Filed for Record March 16<sup>th</sup> A.D. 1846 at 8 am  
Recorded April 22<sup>nd</sup> A.D. 1846.

"Merchants Deed of Trust"

This Deed of Trust, made this 10<sup>th</sup> day of March A.D. 1846. Witnesseth: that whereas W. H. H. Sanders party of the first part is indebted to Brook & Gaddis in the sum of One Hundred Dollars on one promissory note, and whereas said party of first part expect said Brook & Gaddis to advance him 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. M. Stungily Trustee, does hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi and described as follows: One Sorrel horse (stallion) about nine years old, and the entire crop of Corn, Cotton and all other produce to be grown by the said party of the first part, or his direction this year A.D. 1846. the above described property is unincumbered by prior lien or judgment, 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 November 1846, pay what may be due said Brook & Gaddis 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 two or more conspicuous places in the County all said property or a sufficiency thereof, to make said payments, for cash, at public auction at Bolton or Brownsville, and said Brook & Gaddie or his legal representative, can at any time they may desire, appoint a trustee in the place of said J. M. Stungily 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 W. H. H. Sanders hath herto set his hand and seal, on the date above written  
 W. H. H. Sanders

The State of Mississippi } ss.  
 Hinds County

This day personally appeared before me, the undersigned, a Justice of the Peace in and for said County, W. H. H. Sanders 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 10<sup>th</sup> day of March A.D. 1846.  
 J. M. Black J.P.

J. M. Donald  
 Do Deed of Trust  
 J. M. Stungily Trustee  
 Do secure  
 Brook and Gaddie

Filed for Record March 16<sup>th</sup> A.D. 1846 at 8 am  
 Recorded April 22<sup>nd</sup> A.D. 1846

This Deed of Trust, made this 11<sup>th</sup> day of March A.D. 1846, Witnesseth, that whereas J. M. Donald party of first part is indebted to Brook & Gaddie in the sum of fifty dollars, on one promissory note bearing date with this deed, and whereas said party of first part expect said Brook & Gaddie to advance him, in money, supplies, merchandise etc, during the year 1846, and whereas said

party has agreed to secure the payment of said sum as well as any amount that may be advanced and due at the foreclosure of this tract, that the party of the first part, in consideration of the premises as well as for ten dollars to him paid by J. M. Stingily, Trustee, does hereby bargain, sell convey and deliver to said Trustee the property being in Madison County, Mississippi, and described as follows: The entire crop of corn, cotton and all other produce to be grown by said party of the first part, or his direction this year AD 1846, also all the increase in stock, by purchase or otherwise, the title to which unto said Trustee, or any successor, warrants and agrees forever to defend, the above property is in my own name and unincumbered 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 on or before the 1<sup>st</sup> day of November 1846, pay what may be due said Brook & Gaddie 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 notices 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 Colton Miss. or the premises, according to notices, and said Brook and Gaddie or their legal representatives can at any time they may desire, appoint a trustee in place of said J. M. Stingily 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 the purposes as aforesaid, said party of first part can hold the same.

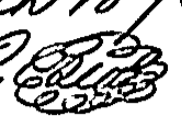
In testimony whereof, said J. M. Donald hath hereto set his hand and seal.

J. M. Donald 

The State of Mississippi }  
Hinds County }

Personally appeared before the undersigned an acting Justice of the Peace in and for said County J. M. Donald, who severally 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 11<sup>th</sup> day of March 1846.  
J. M. Black J. P. 

Hall Fifer & Wife  
Trust Deed  
John Whelan Trustee  
To secure  
John R. Hargon

Filed for Record March 14<sup>th</sup> AD 1846 at 2 P.M.  
Recorded April 22<sup>nd</sup> AD 1846.

This Deed of Trust made and entered in to this the 11<sup>th</sup> day of Feb 1846. between Hall Fifer and Mollie Fifer his wife John Whelan and John R. Hargon. Witness that the said Hall Fifer is indebted to the said Hargon in the sum of Four hundred Ninety two and  $\frac{5}{100}$  Dollars by his promissory note of this date and the said Hargon has agreed to furnish the said Fifer with the further sum of four hundred dollars in necessary plantation supplies to enable him to make a crop during the present year, and the said Hall & Mollie Fifer being willing to secure the said Hargon in the prompt payment of said debts by the fifteenth day of Oct. next. have on the day of the date hereof bargained sold aliened and conveyed, and by these presents do sell alien and convey to the said Whelan the following real estate in Madison County Missi. to wit:  $E\frac{1}{2}$   $SE\frac{1}{4}$  less 20 acres out of south end thereof in sec. 20.  $W\frac{1}{2}$   $NE\frac{1}{4}$  &  $NW\frac{1}{4}$  &  $W\frac{1}{2}$   $SW\frac{1}{4}$  less 20 acres out of south end thereof in sec 21. T 10. R 3 East together with one horse called Fannie and the entire crop of Cotton Cotton Seed, Corn, fodder, peas & potatoes to be grown by the said Hall Fifer and Mollie Fifer during the present year. and should the above debts be promptly paid by the 15<sup>th</sup> of Oct. next. such payment shall operate as a satisfaction of this deed but in default of payment it shall be the duty of said Whelan to advertise the property above conveyed for ten days in one public place by written poster and sell the same for cash and apply the proceeds of sale to the payment of the above debts and the expenses of this tract and it is further agreed that in the event of the death or failure of said Whelan to act herein that the said Hargon or his legal representatives may

in writing appoint another person to act as trustee with full power to carry out all the purposes of this trust.

In testimony whereof this deed is signed, sealed and delivered the day & year aforesaid.

Hall<sup>his</sup> Fifer   
Mollie<sup>mark</sup> Fifer 

State of Mississippi } s.s.  
Madison County }

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

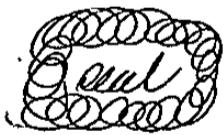
Given under my hand and official seal, at office in Canton, this 11<sup>th</sup> day of February AD 1846.

C. S. Jeffrey Clerk

State of Mississippi } s.s.  
Madison County }

Personally appeared before me, C. S. Jeffrey Clerk of the Chancery Court, of said County, the within named Mollie Fifer wife of said Hall Fifer and acknowledged that she signed sealed and delivered the foregoing and annexed Deed as her own act and deed, and upon a private examination by me made, separate and apart from her said husband, acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband.

Given under my hand and seal of said Court this 14<sup>th</sup> day of March AD 1846.



C. S. Jeffrey Clerk  
By C. H. Kistner D.C.

Squire Jarman<sup>and</sup>  
Olivia Jarman  
P. & Mortgage  
H. B. Pratt

Filed for Record February 28<sup>th</sup> AD 1846. at 9 a.m.  
Recorded April 22<sup>nd</sup> AD 1846.

Whereas I Squire Jarman of the County of Madison, State of Mississippi are indebted to H. B. Pratt of said County & State in the sum of Three hundred & Ninety five Dollars as evidenced by my promissory note of even date here with due and payable October 1<sup>st</sup> 1846. and whereas said

Pratt has agreed to advance me during the year 1846. the sum of Three hundred & fifty Dollars (\$350<sup>00</sup>.) to be paid for or before the 1<sup>st</sup> day of Sept. 1846. and being desirous of securing to said Pratt the payment of said sum of money. Now therefore know all men by these presents that I the said Squire Jarnin in consideration of the premises & in consideration of one dollar to me in hand paid by said Pratt do hereby bargain sell grant & convey to the said F. B. Pratt his heirs & assigns all the following described property to wit: one mule named Tom. One Wagon One Cow named Beauty. also all the crops of Cotton. Corn & other farming products that I & my family & those in my employ may raise during the year 1846. in said County of Madison. Provided nevertheless that if the said several sums of money herein before mentioned shall be paid to the said Pratt when due then this deed to be void. And I hereby authorize the said Pratt in case of default in the payment any of the sum of money herein before mentioned when the same shall become due & payable to seize all the property herein conveyed and to sell the same at public auction at the door of the Court House in the City of Canton in said County after posting written notice of the sale for ten days on the door of said Court House and out of the proceeds of said sale to pay the indebtedness herein mentioned & the balance if any to be paid to me or my representatives. And we Elvira Jarnin wife of said Squire Jarnin and Bill Franklin, intending to labor with & for the said Squire Jarnin in cultivation of a crop during the year 1846. for in consideration of the premises & in consideration of the sum of one dollar to each of us paid by said Pratt do hereby waive & release in favor of & to said F. B. Pratt all claim or lien whatsoever that we or either of us now have or may hereafter acquire by statute contract or otherwise upon the crop of Cotton. Corn &c. to be made during the year 1846. by said Jarnin & ourselves or either of us. In Witness whereof we the said Squire Jarnin have hereto set our hands and seals this 28<sup>th</sup> day of February A.D. 1846. Interlineations of the words on 1<sup>st</sup> page "due & payable Oct. 1. 1846" and the words on same page of words to be paid for or before the 1<sup>st</sup> day of September A.D. 1846. made before signing.

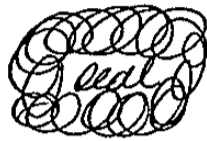
Squire Jarnin



Elvira <sup>his</sup> ~~husband~~ ~~deed~~ ~~deed~~ ~~deed~~

State of Mississippi } ss.  
Madison County }

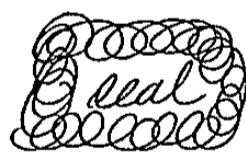
Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named Squire Jarman who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.

 Given under my hand and official seal, at office, in Canton, this 28<sup>th</sup> day of February A.D. 1846.

O. S. Jeffrey Clerk  
By W. R. C. Penwell d.c.

State of Mississippi } ss.  
Madison County }

Personally appeared before me, O. S. Jeffrey, Clerk of the Chancery Court of said County, the within named Elvira Jarman wife of said Squire Jarman who acknowledged that she signed, sealed and delivered the foregoing and annexed Deed as her own act and deed. And the said Elvira Jarman, upon a private examination by me made separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

 Given under my hand and seal of said Court, this 22<sup>nd</sup> day of April A.D. 1846.

O. S. Jeffrey Clerk  
By O. W. Ruitwiler d.c.

William Thatcher } Filed for Record March 18<sup>th</sup> A.D. 1846 at 12 1/2  
vs } Deed of Trust } Recorded April 22<sup>nd</sup> A.D. 1846.  
Jno. D. Mann }

"Deed of Trust for Rent and Supplies"  
Whereas, William Thatcher has rented from John D. Mann 25 acres of land for the year 1846, 25 acres of land, being part of said John D. Mann's plantation, situated in the County of Madison, State of Mississippi, and for which he agrees to pay rent as follows: four hundred and fifty pounds of good lint Cotton of the 1<sup>st</sup> picking, and he has also agreed to cultivate said land in a proper manner and to keep the fences bordering

on the same in fit condition to turn into stock; And, whereas, he desires to procure, during the year 1846, from said J. D. Mann, advances in money, supplies etc. for the purpose of cultivating said land, to the amount of One Hundred & Twenty five Dollars, And he being desirous to secure the prompt payment of said rent and advances, as aforesaid, when the same is due, he agrees and covenants that all the crops of corn Cotton and other products raised on said land in the year 1846, and also the following other personal property, to wit: One Black Horse Mule, One Sorrel Horse Mule, mortgaged, and pledged, and subjected to a lien in favor of said J. D. Mann, for the payment of said rent and advances, and the faithful performance of this contract, And he binds himself to cultivate, gather, and put into marketable condition as soon as practicable, enough of the crop of cotton, and to deliver the cotton as fast as baled to the said J. D. Mann, to be sold by him at any convenient place the net proceeds to be applied by said Wm Thatcher to the full payment of his indebtedness, to said J. D. Mann. Now if he should in all things comply with the conditions thereof then it is agreed that J. D. Mann, acting as trustee and agent of both contracting parties herein, is authorized and empowered to seize all the property above enumerated, and to sell the same by public or private sale at any convenient place, after giving ten days notice in three public places in said County; and to pay the amount due on this contract, and any balance left after satisfying the debt, to be paid over to William Thatcher, And the said J. D. Mann, trustee, is further empowered to employ labor to pick the cotton in case he fail to do so at the proper time, charging him for the same.

Given under our hand and seal, this 10<sup>th</sup> day of March A.D. 1846.

William Thatcher  
J. D. Mann

The State of Mississippi } ss.  
Madison County

Personally appeared before me, a Justice of the Peace, in and for said County, William Thatcher, one of the subscribing witnesses to the foregoing instrument of writing, who being first duly sworn, deposed and

saith that he saw the within named William Thatcher whose name is subscribed thereto sign, seal and deliver the same to the said J. D. Mann that he, this deponent, subscribed his name as a witness thereto. in the presence of the said J. D. Mann and that he saw the other subscribing witness, sign the same in the presence of the said J. D. Mann and that the witnesses signed in the presence of each other on the day and year therein named.

Given under my hand and seal of office, this 10<sup>th</sup> day of March A.D. 1846.

Geo. P. Adams J. *[Signature]*

Thos. S. Russell  
To & Deed of Trust  
David Stadiker  
To secure Trustee  
J. Stadiker & Son

Filed for Record March 18<sup>th</sup> A.D. 1846 at 2 P.M.  
Recorded April 24<sup>th</sup> A.D. 1846.

This Deed of Trust, made and entered into, this 18<sup>th</sup> day of March A.D. 1846, by and between Thomas S. Russell party of the first part, David Stadiker party of the second part, and J. Stadiker & Son, parties of the third, witnesseth: That whereas said Thos. S. Russell party of the first part is indebted to said J. Stadiker & Son, in the sum of Two hundred five & 66/100 Dollars, (say \$205 66/100) evidenced by his note and, that whereas said J. Stadiker & Son have undertaken and agreed to supply said Thos. S. Russell, moneys, goods, wares & merchandize during the year 1846, to the amount of One hundred & twenty five Dollars, from this date until the 1<sup>st</sup> day of October 1846, the said goods, wares moneys, & merchandize being for plantation use, necessaries & wearing apparel and, that whereas the said Thos. S. Russell is desirous of securing the said J. Stadiker & Son, in the prompt payment of the said indebtedness, at the maturity thereof and the advances & supplies on or before 1<sup>st</sup> day of October 1846, now therefore in consideration of the premises, as well as for & in consideration of the sum of Ten Dollars in hand paid by the said party of the second part, the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part, has granted, bargained & sold, & by these presents does grant, bargain sell and Convey unto said party of the second part, (Trustee herein)

Not signed in full this 25<sup>th</sup> day of January 1847  
David Stadiker

his heirs, executors & assigns, the following described real and personal estate, lying and being in the County of Madison & State of Mississippi, to wit: One half interest in Lot No 9. S. 25. T. 10. R. 1 E. N<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> E<sup>1</sup>/<sub>2</sub> S. N<sup>1</sup>/<sub>4</sub> S 29. T. 10 R. 2. E. S<sup>1</sup>/<sub>2</sub> of Lot No 7. S 30 T. 10. R. 2 E. N<sup>1</sup>/<sub>4</sub> & N<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> S. 31. T. 10 R. 2 E. N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> Sec 32. T. 10 R. 2 E. in all containing about 520 acres more or less. One bay horse named Daw, one cow & 2 yearlings and all the crop of Cotton, Corn & fodder raised by said Thos. S. Russell or those in his employ during the year 1846. To have and to hold the same unto the party of the second part, his heirs, executors, administrators, and assigns forever. In trust nevertheless upon these terms & conditions, that is to say said Thos. S. Russell is to have in Canton to be delivered to J. Stadker & Son on or before the 1<sup>st</sup> of October 1846, such an amount of Cotton, sufficient to satisfy the indebtedness incurred herein, and in case said indebtedness is not fully settled at the maturity thereof, the said Thos. S. Russell hereby agrees to pay said J. Stadker & Son 2<sup>1</sup>/<sub>2</sub> per cent. of the whole of said indebtedness which is agreed upon as liquidated damages in case of the nonperformance of the allegations herein contained. If the said Thos. S. Russell shall fail or refuse to pay said J. Stadker & Son or their assigns, the amount of said indebtedness at maturity thereof together with cost of this deed, at the maturity thereof, then the party of the second part or the successor of him may enter into & take into his possession, said personal & Real Estate and after advertising same for 5 days in one or more public places in Madison Co. shall proceed to sell the same or so much thereof as may be required to settle the indebtedness, at public outcry to the highest bidder for cash before the door of the Court house in the City of Canton and convey the estate so sold to the purchasers thereof by proper instruments of writing and from the proceeds of said sale the party of the second part or the successor of him, shall first pay the cost and charges of the this Deed & any other charges incurred by the sale, then pay said parties of the third part or their assigns the amount of said indebtedness & all interest due thereon and if any surplus shall then remain the balance shall be paid over to said party of the first part or his assigns. It is further agreed

and understood between said parties of the first & third part, that if said David Stadeter shall from any cause, fail to perform the duties of trustee as aforesaid, the said parties of the third part, shall have full power, to appoint another Trustee in his place whose doings & actions in these premises shall be as binding as if done by said David Stadeter Trustee aforesaid.

In witness whereof the said Thos. S. Russell has hereunto affixed his hand & seal, on the day and year first above mentioned.

Thos. S. Russell 

State of Mississippi }  
Madison County }

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

 seal

Given under my hand and official seal, at office, in Canton, this 18<sup>th</sup> day of March A.D. 1846.

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

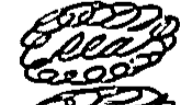
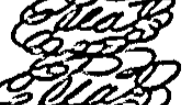

William Clincy }  
vs } William Walker }  
Deed of Trust }  
Jno. D. Mann }

Filed for Record March 18<sup>th</sup> A.D. 1846 at 12 M  
Recorded April 24<sup>th</sup> A.D. 1846

"Deed of Trust for Rent and Supplies"  
Whereas William Clincy and William Walker has rented from John D. Mann for the year 1846, Sixty five acres of land, being part of his plantation, situated in the County of Madison, State of Mississippi, and for which they agree to pay rent as follows: Nine hundred and fifty pounds of good lint Cotton  $\frac{1}{2}$  first picking, and the other  $\frac{1}{2}$  of the second picking they have also agreed to cultivate said land in a proper manner and to keep the fences bordering on the same in fit condition to turn stock of ordinary habits. And whereas they are desirous to procure during the year 1846, from said John D. Mann, advances in money, supplies etc. for the purpose of cultivating said land, to the amount of Two hundred & Eight Dollars, and they being desirous to secure the prompt payment of said rent and advances, as aforesaid, when the same is due, they agree

and covenant that all the crops of corn, cotton and other products raised on said land in the year 1846, and also the following other personal property, to wit: One Black Horse Mule One Saddle horse, to and the same is hereby mortgaged and pledged, and subjected to a lien in favor of said John D. Mann, for the payment of said rent and advances, and the faithful performance of this contract, and they bind themselves to cultivate, gather, and put into marketable condition as soon as practicable, enough of the crop of Cotton, and to deliver the Cotton as fast as baled to the said John D. Mann, to be sold by him at the most convenient place, the net proceeds to be applied by said J. D. Mann to the full payment of their indebtedness to. Now, if they should in all things comply with these obligations aforesaid, then this Deed to be void, but if they fail to comply with the conditions thereof, then it is agreed that Jno. D. Mann, acting as trustee and agent of both contracting parties herein, is authorized and empowered to seize all the property above enumerated, and to sell the same by public or private sale at any convenient place after giving ten days notice in three public places in said County and to pay the amount due on this contract, and any balance left after satisfying the debt, to be paid over to W. Clincy & Wm Walker and the said John D. Mann, trustee, is further empowered to employ labor to pick the cotton in case they fail to do so at the proper time, charging us for the same, to the said William Clincy & Wm Walker & it is agreed & understood that the said William Walker shall pay \$20<sup>00</sup>/<sub>100</sub> of the within mentioned \$208<sup>00</sup>/<sub>100</sub> for the rent of one Mule & 45 lbs of Good Lint Cotton of the 950 lbs.

Given under our hand and seal, this 10<sup>th</sup> day of March A.D. 1846.

William<sup>his</sup> Clincy   
 William<sup>his</sup> Walker   
 J. D. Mann 

The State of Mississippi } ss.  
 Madison County

Personally appeared before me a Justice of the peace, in and for said County, William Clincy & Wm Walker subscribing witnesses to the foregoing instrument of writing, who being first duly sworn, depose and swear

that he saw the within named Wilson Clincy & William Walker whose name are subscribed thereto, sign, seal and deliver the same to the said Jno. D. Mann that he, this deponent, subscribed his name as a witness thereto, in the presence of the said Wilson Clincy, and that he saw the other subscribing witness William Walker, sign the same in the presence of the said J. D. Mann, and that the witnesses signed in the presence of each other on the day and year therein named.

Given under my hand and seal of Office this 10<sup>th</sup> day of March A.D. 1846

Geo. P. Adams J. 

James Patrick  
Jerry Clark  
Died of Trust  
P. Karl Trustee  
Procure S. Dreyfus


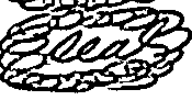
Filed for Record March 20<sup>th</sup> A.D. 1846 at 8 am  
Recorded April 24<sup>th</sup> A.D. 1846

"Merchants Deed of Trust"

This Deed of Trust, made this 17<sup>th</sup> day of March A.D. 1846, witnesseth that whereas, James Patrick and Jerry Clark Madison County, State of Mississippi farmers parties of the first part is indebted to Solomon Dreyfus of Jackson Wjude County, State aforesaid Merchant in the sum of One Hundred and fifty Dollars, on their promissory note for that amount bearing even date herewith, and whereas, said parties of first part, expect, said S. Dreyfus to advance to them money, supplies and merchandise during the year 1846, and whereas, said parties 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 parties of the first part, in consideration of the premises as well as for ten dollars to them paid by P. Karl Trustee doth hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: Two Mules 1 Black Horse mule 10 years old, and One Mouse Colored horse Mule, 14 years old. Together with all the Cotton, Corn and other agricultural products to be raised by said parties of first part during the current year (1846) on the plantations of Jos Lane, and Ellis Middleton, in Madison County aforesaid, the title to which unto said Trustee or any successor they warrant and agree forever to defend, in trust, however, that if

said parties of the first part shall, on or before the 1<sup>st</sup> day of October 1846, pay what may be due said Solomon Dreyfus 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 advertisement at 3 public places in County aforesaid; sell said property or a sufficiency thereof, to make said payments, for cash at public Auction at City Hall in Jackson, Miss. and said S. Dreyfus or his legal representative, can at any time he may desire, appoint a trustee in the place of R. Hart 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 part of first part can hold the same.

In testimony whereof, said James Patrick and Jerry Clark hath hereto set their hands and seals on the date above written.

James Patrick   
 Jerry Clark 

The State of Mississippi } ss  
 Hinds County

This day personally appeared before me the undersigned, a Justice of the Peace in and for Hinds County James Patrick and Jerry Clark and acknowledged that they signed, sealed and delivered the foregoing Deed of Trust at the time therein named, as their act and deed.

Witness my hand and seal of office, this 17<sup>th</sup> day of March A.D. 1846.

J. W. Boyd J.P. 

Jack Latham  
 Do's Deed of Trust  
 Wm. Milton Trustee  
 Poseure J. D. Jones

} Filed for Record March 20<sup>th</sup> A.D. 1846 at 8 o'clock  
 Recorded April 24<sup>th</sup> A.D. 1846

This Deed of Trust and agreement made the 26<sup>th</sup> day of February A.D. 1846, witnesseth that whereas Jack Latham party of the first part, is indebted to J. D. Jones in



the sum of Six hundred and Sixty Six pounds of good merchantable Lint Cotton valued at eighty three and  $\frac{2}{100}$  dollars as evidenced by a promissory note bearing even date herewith and due November 1<sup>st</sup> 1846. and whereas said party of the first part agreed to secure the prompt payments of said Sum of Cotton. that the party of the first part in consideration of the premises as well as One dollar to him paid by Wm Milton Trustee do hereby bargain sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows Six hundred and Sixty six pounds of good merchantable Lint Cotton, as well as One Small Brown Bay Horse Mule the title to which unto said Trustee or to any successor he warrants and agrees 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 J. D. Jones as aforesaid and all cost incurred on account of this deed then this deed to be void, but if default is made in said payments the trustee shall take possession of said property as above described and then having given ten days notice of the time place and terms of sale by posting notices 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 the residence of Jack Latham, and said J. D. Jones or his legal representatives can at any time he may desire appoint a Trustee in place of said Wm Milton or any succeeding Trustee and should the trustee at any time believe said property or any part thereof endangered as a security for said payments he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid but until demanded by the trustee for either of the purposes as aforesaid said party of the first part can hold the same.

In testimony whereof said Jack Latham, Wm Milton and J. D. Jones have hereto set their hands and seal.

Jack x Latham 

The State of Mississippi }  
Madison County }

Personally appeared before the undersigned Justice of the Peace of said County the within named Jack Latham who acknowledged that he signed, sealed and delivered the foregoing and annexed Deed of Trust. as his own act and deed. in the day and year therein named.

Witness my hand and seal this the 26<sup>th</sup>

day of February AD 1846.

Samuel Milton J. P. 

Ike Fleming  
Do } Deed of Trust  
Wm Milton Trustee  
To secure  
J. D. Jones

Filed for Record March 20<sup>th</sup> AD 1846 at 8 AM.  
Recorded April 24<sup>th</sup> AD 1846.

This Deed of Trust and agreement made this 26<sup>th</sup> day of February AD 1846 witnesseth: that whereas Ike Fleming party of the first part is indebted to J. D. Jones in the sum of One Hundred and Six Dollars and fifty five cents, as evidenced by a promissory note bearing even date herewith and due 1<sup>st</sup> of November 1846, and whereas said party of the first part agreed to secure the payments of said sum, that the party of the first part in consideration of the premises as well as One Dollar paid him by Wm Milton Trustee, do hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi and described as follows on his entire crop of Cotton, corn, & anything else he may raise on land rented from A. S. Henderson and one large dark bay horse mule (Jov) the title to which unto said Trustee or to any successor he warrants and agrees 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 J. D. Jones as aforesaid and all cost incurred on account of this deed then this deed to be void but if default is made in said payments the trustee shall take possession of said property as above described and then having given ten days notice of the time place and terms of sale by posting notices 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 the Residence of Ike Fleming, and said J. D. Jones or his legal representative can at any time he may desire appoint a Trustee in place of said Wm Milton or any succeeding Trustee and should the trustee at any time believe said property or any part thereof endangered as a security for said payments he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid but until demanded by the

trustee for either of the purposes as aforesaid said party of the first part can hold the same.

In testimony whereof said Isaac Fleming Wm Milton and J. N. Jones have hereunto set their hands and seal.

Isaac Fleming 

The State of Mississippi }  
Madison County }

Personally appeared before the undersigned Justice of the Peace of said County the within named Isaac Fleming who acknowledged that he signed sealed and delivered the foregoing Deed of Trust as his own act and deed on the day and year therein named.

Given under my hand and seal this the 26<sup>th</sup> day of February AD 1846.


Sam'l Milton J. 

William Thompson } Filed for Record March 21<sup>st</sup> AD 1846 at 12 o'clock  
Do } Agreement } Recorded April 24<sup>th</sup> AD 1846  
J. M. Walker }

This Agreement this day made and entered into by J. M. Walker & William Thompson. Witnesseth: that the said J. M. Walker agrees to furnish land. Mules or team farming utensils &c. for the purpose of making a crop of Corn. Cotton. Potatoes &c. for the year 1846. the said Wm Thompson is to assist in cutting and hauling wood that may be necessary on said farm. and to assist in repairing fences necessary for the protection of the crop on said farm. and to do any other work such as working garden. or any other work that may be necessary in said farm. and for such labor and services the said Wm Thompson is to receive in proportion of One half of One hand's share or proportion of said Corn. Cotton. and Potatoes raised on the part of the farm cultivated as above set forth. the said J. M. Walker is to have entire control of the preparation planting and management of said farm while cultivating. gathering &c. also the said J. M. Walker is to have the entire control of the crop or proceeds thereof. until all the indebtedness if any of the said Wm Thompson to the said J. M. Walker is paid or settled. and whereas J. M. Walker agrees to furnish the said Wm Thompson. Goods. wares. and plantation

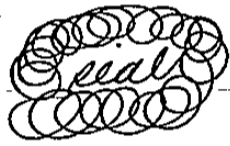
supplies. the said Thompson gives grants and conveys all his entire interest in said crop to the said Walker until said amt. due. is paid.

Witness our hands and seals this the 21<sup>st</sup> day of March 1846.

J. M. Walker  
William <sup>his</sup> Thompson 

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Clerk of the chancery court of said County, the within named J. M. Walker & Wm Thompson 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 Canton. this 21<sup>st</sup> day of March A.D. 1846.

E. S. Jeffrey Clerk  
By N. R. C. Powell D.C.

Solomon Edwards }  
Do } Deed of Trust  
E. Davis Trustee  
Do secure  
Mills and Edwards

Filed for Record March 21<sup>st</sup> A.D. 1846 at 6 P.M.  
Recorded April 24<sup>th</sup> A.D. 1846

"Deed of Trust"

This Indenture, made and entered into this 9<sup>th</sup> day of March A.D. 1846, between Solomon Edwards of the first part, and E. Davis of the second part, and Mills & Edwards of the third part, all of Madison & Leake Counties, State of Mississippi, Witnesseth, that, whereas, the said party of the first part is justly indebted to the said party of the third part, in the sum of One hundred & five 75/100 dollars, which said sum is due and payable on the 1 day of Nov. A.D. 1846, as evidenced by the promissory note of the party of the first part, and payable to the party of the third part, bearing even date with this deed, and whereas, the said party of the first part is desirous of securing the prompt payment of the above described promissory note, together with all such other sums of money as may become due and owing to the said party of the third part, for money advanced or supplies furnished, at the maturity of said prom-

promissory note. ~~Now~~ in consideration of the premises, and in further  
 consideration of ten dollars to the party of the first part, paid  
 by the party of the second part, at and before the signing, sealing  
 and delivery of this Indenture, the receipt whereof is hereby ack-  
 nowledged, the said party of the first part, has granted, bargained,  
 sold and conveyed, and by these presents doth grant, bargain,  
 sell and convey unto the said party of the second part, and to  
 heirs and assigns forever, the following described property, real  
 and personal, viz: All that certain tract or One dark bay  
 mare name "Nolly" 8 or 9 years old, said party of the first  
 part to remain in possession of the property herein conveyed, un-  
 til default in the payment of the debt. In trust, nevertheless,  
 that if the party of the first part shall not well and truly  
 pay said party of the third part, the sum of money specified  
 in the promissory note herein above named at maturity thereof,  
 together with all such further sums of money as may then be  
 due and owing the said party of the third part, for money  
 advanced or supplies furnished, then the said party of the  
 second part may take into his possession the above described  
 property, including said crops of corn and cotton, and forthwith  
 proceed to sell the same at public Auction, to the highest bidder  
 for cash, before the Court House door of said Camden County  
 first giving ten days notice of the time place and terms of  
 said sale, by posting at the 3 Public, or publishing the same  
 and out of the proceeds of said sale the party of the second  
 part, after first paying the expenses attending the execution  
 of this trust, shall then pay to the party of the third part  
 whatever may be due on said note, and for money advanced  
 and supplies furnished, the balance if any to be paid to the  
 party of the first part. It is agreed, that if from absence, sick-  
 ness, death, refusal or inability, the trustee herein cannot act,  
 then another than P. Davis may in writing be appointed by said  
 third party to act as trustee.

In testimony whereof, the parties to this Deed  
 have hereunto set their hands and affixed their seals  
 the day and date above written

Witness George x Edwards

Solomon<sup>his</sup> x Edwards   
marc

The State of Mississippi }  
 Madison County }

Personally appeared before the under-

signed Justice of the Peace of said County the within named George Edwards one of the subscribing witnesses to the foregoing Deed, who being first duly sworn deposes and saith that he saw the within named Solomon Edwards whose name is subscribed thereto, sign seal and deliver the same to C. Davis Trustee for Mills & Edwards that he this deponent subscribed his name thereto as a witness in the presence of the said George Edwards on the day and year therein named.

Witness my hand & seal this the 11<sup>th</sup> day March. A.D. 1846.

Sam'l Milton Jr. 

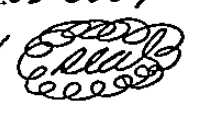
Elijah Fobbs  
Do's Deed of Trust  
Isidore Schwartz  
Trustee  
J and B. Hart

} Filed for Record March 22<sup>nd</sup> A.D. 1846 at 4:45 P.M.  
Recorded April 25<sup>th</sup> A.D. 1846

"Merchant's Deed of Trust"


This Deed of Trust, made this 8<sup>th</sup> day of March A.D. 1846, witnesseth: that whereas Elijah Fobbs party of the first part is indebted to J & B. Hart merchants of the City of Jackson Miss. in the sum of Sixty five Dollars, on supplies for the present year, and whereas, said party of first part expect said J. & B. Hart to advance Elijah Fobbs money, supplies and merchandies 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 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 be paid by I. Schwartz Trustee do hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows One Bay Mare Mule, One Wagon and his Cotton & Corn Crop & all his agricultural products which he might the present year on the Yellowly place in said County, 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 October 1846, pay what may be due said J & B. Hart of Jackson Miss. 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 at least three (3) different public places sell said property or a sufficiency thereof, to make said payments for cash, at public auction at Jackson or on plantation, and said J & B. Hart or their legal representatives, can at any time they may desire appoint a trustee in the place of Isidoro Schwartz 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 Elijah Goble has hereunto set hand and seal, on the date above written,  
 Elijah <sup>his</sup> Goble   
 mark

The State of Mississippi }  
 Hinds County }

This day personally appeared before me, the undersigned, a Justice of the Peace in and for Hinds County, Elijah Goble, 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 8<sup>th</sup> day of March A.D. 1846.  
 J. W. Boyd J.P. 

John Coleman }  
 Do } Deed of Trust } Filed for Record March 22<sup>nd</sup> A.D. 1846 at 4.45 P.M.  
 Isidoro Schwartz } Recorded April 25<sup>th</sup> A.D. 1846.  
 Do secure's Trustee }  
 J & B. Hart }

"Merchants Deed of Trust"  
 This Deed of Trust, made this 8<sup>th</sup> day of March A.D. 1846. Witnesseth: That whereas John Coleman party of the first part is indebted to J & B. Hart, merchants of the City of Jackson Hinds Co. Miss. in the sum of One Hundred & Twenty five Dollars on supplies for the present year, and whereas, said party of first part expect said

J. & B. Hart to advance John Coleman, 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 be paid by J. Schwartz Trustee, does hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: One light mouse colored horse mule. One Black Horse Mule. His Cotton & Corn, Crop & all his agricultural products which he might the present year in the Yellowly in said County, 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 October 1846, pay what may be due said J. B. Hart of Jackson Miss., 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 at least three (3) different public places sell said property or a sufficiency thereof, to make said payments for Cash, at public Auction at Jackson or on plantation And said J. & B. Hart or their legal representative, can at any time they may desire, appoint a trustee in the place of Seidre Schwartz or any succeeding 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 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 John Coleman has hereto set hand and seal on the date above written.

John <sup>his</sup> Coleman   
mark

The State of Mississippi } s. s.  
Hinds County }

This day personally appeared before



me, the undersigned a Justice of the Peace in and for Hinds County. John Coleman 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 Eight day of March A.D. 1876.

J. W. Boyd Jr. 

Burden Willis  
and Cato Willis  
To's Deed of Trust  
Isidore Schwartz  
To secure Trustee  
J and B. Hart

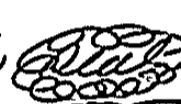
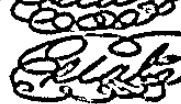
Filed for Record March 22<sup>nd</sup> A.D. 1876 at 4.45 P.M.  
Recorded April 25<sup>th</sup> A.D. 1876

"Merchants Deed of Trust"

This Deed of Trust, made this 1<sup>st</sup> day of March A.D. 1876. Witnesseth: That whereas, Burden Willis and Cato Willis parties of the first part is indebted to J & B. Hart merchants of the City of Jackson Hinds County, Mississippi in the sum of Three Hundred and fifty Dollars on supplies for the present and whereas, said parties of first part expect said J & B. Hart to advance Burden & Cato Willis money, supplies and merchandise during the year 1876, and whereas, said parties 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 parties of the first part, in consideration of the premium as well as for ten dollars to be paid by I. Schwartz, Trustee, does hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows: One Iron Grey mare mule, One Bay Mare Mule, One Cow Mare, his Cows & Hogs, also all his Cotton & Corn Crop & all his agricultural products which he might raise the present year, on the Montgomery place in County aforesaid the title to which unto said trustee or any successor, warrants and agrees forever to defend, in trust, however, that if said parties of the first part shall, on or before the 1<sup>st</sup> day of October 1876, pay what may be due said J & B. Hart merchants of Jackson Miss Hinds 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 in at least three (3) different public places all said property or a sufficiency thereof. to make said payments. for cash. at public Auction at Jackson or on plantation. 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. 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 Curdin Willie and Cato Willie have herto set their hands and seals on the date above written.

Curdin <sup>his</sup> Willie   
 Cato <sup>his</sup> Willie 

The State of Mississippi }  
 Hinds County }

This day personally appeared before me. the undersigned. a Justice of the Peace in and for Hinds 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  
 14<sup>th</sup> day of March A.D. 1876.

J. W. Boyd J. 

Allen Rushing <sup>Gu</sup>  
 Harriet Rushing  
 To } Deed of Trust  
 Jas. K. Hambleu  
 To secure } Trustee  
 P. S. Hambleu

Filed for Record March 22<sup>nd</sup> A.D. 1876 at 9 a.m.  
 Recorded April 25<sup>th</sup> A.D. 1876.

"State of Mississippi. Madison County"  
 Know all men by these presents that we Allen Rushing & Harriet Rushing of the first part. James K. Hambleu of the second part. and Pranguilla S. Hambleu of the third part. all of Madison County Mississippi. Witnesseth: that the first parties being justly

indebted to the third party in the sum of \$200 <sup>or</sup> for the purchase money of one young Iron gray mare mule <sup>1/2</sup> Avery plow scooters & stock gearing and feed for said mule, til October 1846, as evidenced by one promisory note of evendate with this and being desirous to secure the payment of said note at maturity as well as any other indebtedness that we may contract with the third party for supplies and merchandise during the year A.D. 1846. We have this day bargained, sold, conveyed, confirmed and delivered and do now bargain, sell, convey, confirm and deliver unto James K. Hambleton Trustee the mule, plow gearing, scooters & stock &c. above described and all the Cotton & Corn, grown, planted, sown, raised and gathered or ungathered on the farm of Pranguilla S. Hambleton in Madison County Mississippi by us or any one in our employ during the year A.D. 1845. In trust nevertheless and for the following intent & purpose that if the said Allen & Harriet Rushing shall well and truly pay at maturity their promisory note and other indebtedness that they may contract with Pranguilla S. Hambleton for supplies & merchandise during the year 1846. then this deed shall be null and void but if default is made or in the opinion of the trustee if default is probable from the improper management of the first parties, at any time, the said James K. Hambleton or any one appointed by Pranguilla S. Hambleton shall take into possession the entire property and after advertising sale by putting hand bills in two public places for five consecutive days proceed to sell the property at the Residence of James K. Hambleton for cash to the highest bidder at public outcry & paying the costs of this instrument & the indebtedness by note and otherwise that is secured by this deed the balance if any shall be paid over to Allen & Harriet Rushing their heirs and assigns.

In testimony whereof we have this day March the fourteenth. A.D. 1846. signed our names and affixed our seal. in the presence of these witnesses.

Witness O. W. Hambleton  
 John <sup>his</sup> Musback <sub>crum</sub>

Allen <sup>his</sup> Rushing <sub>mark</sub>  
 Harriet <sup>her</sup> Rushing <sub>mark</sub>

State of Mississippi }  
 Madison County }

Personally appeared before the undersigned an Acting Justice of the Peace for Madison County the within O. W. Hambleton one of the subscribing witnesses

to the foregoing deed who being first duly sworn, deposed and saith that he saw the within grantors named Allen Rushing and Harriet Rushing whose names are subscribed thereto sign seal and deliver the same to the said O. A. Hambley, that he this deponent subscribed his name as a witness thereto in the presence of the said Allen Rushing & Harriet Rushing and that he saw the other subscribing witness sign the same in the presence of the said Allen Rushing & Harriet Rushing and that the witnesses signed in the presence of each other on the day and year therein named.

Given under my hand and seal this the eighteenth day of March A.D. 1846.

D. J. Brown J. 


Carey Scott } Filed for Record March 22<sup>nd</sup> A.D. 1846 at 9 a.m.  
 D. J. Deed of Trust } Recorded April 25<sup>th</sup> A.D. 1846  
 S. P. Key }

"Deed of Trust for Rent and supplies"  
 Whereas, I have rented from S. P. Key for the year 1846, about 20 acres of land, being part of his plantation situated in the County of Madison and for which I agree to pay rent as follows, to wit: Ninety five (\$95<sup>00</sup>) Dollars on or before the first day of Nov. A.D. 1846. I have also agreed to cultivate the land in a proper manner, to keep open all ditches, and to keep the fences bordering on same in fit condition, to turn stock, and for any default on my part, the said Key is authorized to employ labor to do the same, for which I agree to pay. And, whereas, I desire to procure during the year 1846, from said Key advances in money, etc. for the purpose of cultivating said land to the amount of six hundred Dollars, and for the payment of which said advances, the said Key has a lien, created by the act of February 18<sup>th</sup> 1864, upon all the crops of Cotton, Corn and other products raised upon said land. And whereas, the said Key desires to secure the payment of the rent and advances aforesaid and the faithful performance of this contract, and to that end in addition to the lien given by the statute aforesaid I agree and covenant that all the crops of corn, cotton, and other products raised on said land in the year 1846, and also the following other personal property, to wit: All Cotton, Corn,

or other products raised the present year 1846, in said County & State also one bay pony horse. It is further agreed that no labor employed or hereafter to be employed, shall be paid from the proceeds of said crop until satisfaction of this deed and lien shall be entered, & said the same is hereby mortgaged and pledged, and subjected to a lien in favor of the said key for the payment of said rent and advances and the faithful performance of this contract, and I bind myself to cultivate, gather put into marketable condition as soon as practicable the whole crop of cotton, and deliver as fast as taken to said key, to be sold by him in the net proceeds to be applied by, to pay payment of indebtedness to. Now if I should in all things comply with obligations aforesaid, then this Deed to be void, but if I fail to comply with the conditions thereof, then it is agreed that C. W. Williams acting as trustee and agent of both contracting parties herein, is authorized and empowered 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 be paid over to. 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 13<sup>th</sup> day of  
 Mch., 1846.


Witness to Signature T. M. Russell.

Cary <sup>his</sup> Scott 

The State of Mississippi } s.s.  
 Madison County }

This day personally appeared before me, a Justice of the Peace in and for said County the within named Cary Scott, and acknowledged that he signed sealed and delivered the foregoing for the purpose set forth.

Given under my hand and seal this 18<sup>th</sup> day  
 of March 1846.

Geo. P. Adams   
 J. P.