

Hiram Redfield
 and Wife & Frank Hicks
 No. Deed of Trust
 A. H. Lacey Trustee
 To secure
 P. O. Richardson


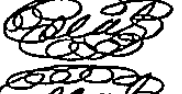
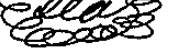
Filed for Record March 22^d A.D. 1846 at 9 a.m.
 Recorded April 25th A.D. 1846

"Merchants Deed of Trust"

This Deed of Trust made this 10 day of March A.D. 1846. Witnesseth: that whereas Hiram Redfield and Fanny Redfield and Frank Hicks all of Madison County, parties of the first part are indebted to P. O. Richardson & Co. of Jackson in the sum of Two hundred and Ninety two $21/100$ Dollars or their note for that amount dated here with payable on 1st November 1846. and whereas. said parties of first part expect said P. O. Richardson & Co. to advance them One hundred and fifty dollars and not to exceed two hundred dollars in money supplies and merchandise during the year 1846. and whereas. said parties of the first part agree 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 Madison County Mississippi. and described as follows: One Black Mare Mule aged 5 years named "Mary". One Black Horse Mule aged 7 years named "Jim" one two horse Wagon. Twelve Head of Cattle. and Two Sows and Pigs. also the entire crop of Cotton. Corn and other agricultural products to be raised by them and their families and employees during the year 1846. on what is known as the Ed Green Place in said Madison County. 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 November 1846. pay what may be due said P. 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 sell said property or a sufficiency thereof to make said

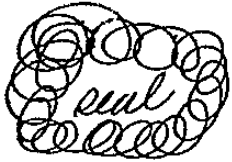
payments, for Cash, at public Auction at the said Plantation or in Jackson and said P. E. Richardson & Co. or their legal representative, Com. at any time they may desire, appoint a trustee in the place of A. H. Lacy or any succeeding Trustee, and should the Trustee at any time believe said property, 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 Hiram Redfield, Fanny Redfield and Frank Hicks have hereunto set their hands and seals, on the date above written.

Hiram ^{this} Redfield 
 Fanny ^{mark} Redfield 
 Frank ^{mark} Hicks 

The State of Mississippi } ss.
 Winde County }

This day personally appeared before me the undersigned Chancery Clerk of Winde County, Hiram Redfield, Fanny Redfield and Frank Hicks and acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, at the time therein named, as their act and deed. Also appeared Fanny Redfield wife of the said Hiram Redfield 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 10th day of March A.D. 1846.

H. J. Ratliff Chy. Clk
 per R. Lerman D.C.

Mary Lemon }
 To } Deed of Trust
 Solomon Dryfus }
 To secure } Trustee
 Philip Hart }

Filed for Record March 22nd A.D. 1846 at 9 a.m.
 Recorded April 26th A.D. 1846.

This Indenture made this 10th day of March

1876. between Mary Lemmi of the first part and Solomon Dreyfus parties of the second part, and Philip Kart. party of the third part. Witnesseth: that whereas, said party of the first part, is indebted to said party of the third part in the sum of Seventy ⁰⁰/₁₀₀ Dollars, evidenced by her promissory note of even date herewith, being balance due for payment on a Grey horse. 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 her in hand paid by said parties 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 parties of the second part, their heirs and assigns forever, all the following described property situated in the County of Madison and State of Mississippi, and more particularly designated and described as follows, to-wit: One grey horse, and all the cotton, corn and agricultural products to be raised by the said party of the first part, during the year 1876. To have and to hold the above described property forever. And said party of the first part, for themselves, their heirs, executors and administrators, covenant with said parties of the second part, their heirs and assigns, that they are lawfully seized and possessed of the above described property, 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 and purpose and more other 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 parties of the second part, or either of them, at the request of said party of the third part, or either of them, after giving 10 days notice of the time and place of sale in some newspaper published in Winks County to proceed to sell at public auction said property, for cash in hand to the highest bidder, all the above described property, or a sufficiency thereof 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 interest thereon, and the cost of

executing this Trust, and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon, 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 Sol Dryfus 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 Philip Hart his executors, administrators or assigns, under their hands and seals to appoint another Trustee in place of the said Solomon Dryfus with full power to execute the same, according to its terms and whose actings and doings in the premises shall be as binding as if done by the said Solomon Dryfus, Trustee.

In testimony of which, said parties of the first part has herunto set her hand and affixed her seal this day and date first above written.

Mary^{her} Lemon _{mark}

The State of Mississippi }
Hinds County }

This day, personally appeared before me, N. P. Ratliff Chy. Clk. in and for said County, the above named, Mary Lemon and acknowledged that she signed, sealed and delivered the foregoing Deed of Trust as her voluntary act and deed, on the day and year therein mentioned.

Given under my hand and seal this 10th day of March 1846.

N. P. Ratliff. Clk
By A. G. Moore D.C.

O. A. Lockett Jr.
and Mary E. Lockett
Po } Trust Deed
Luke W. Smith
Po secure } Trustee
S. G. Smith Guardian

Filed for Record March 22nd AD 1846 at 9 am
Recorded April 26th AD 1846.



This Indenture entered into this 12th day of February 1846, between Oliver A. Lockett Junior and his

wife Mary E. Lockett of the first part, Mrs. S. L. Smith Guardian of the second part, and Luke W. Smith of the third part, all of the County of Madison and State of Mississippi, witnesseth: that whereas the party of the first part is justly indebted to the party of the second part in the sum of two Hundred and Ninety two \$100 Dollars, as evidenced by their promissory note payable to the party of the second part of even date with this indenture and due on or before the first day of January 1844, and whereas the parties of the first part are anxious to secure the prompt and punctual payment of said note at maturity. Now therefore the premises considered, and in consideration of the sum of ten dollars to them in hand paid, the receipt whereof is hereby acknowledged, the parties of the first part hereby bargain sell and convey unto the party of the third part all of that certain lot or parcel of land lying and being in said County and State, and described as follows, Commencing at a stake fifty feet west of the center of the Mississippi Central Rail Road track, where the line running East and west dividing section thirteen (13) Township Nine (9) Range two (2) East in half across said Rail Road, thence west seven hundred and forty six feet, (746) thence North thirteen hundred and fifty feet, (1350) thence North Eighty four degrees East ($84^{\circ}E$) to Cassas Lockett corner, thence north seventy six degrees thirty minutes East ($76^{\circ}30'$ East) to Rail Road right of way, thence along said right of way to point of beginning, in Section thirteen (13) Township Nine (9) Range two East (2 East) and section Eighteen (18) Township Nine (9) Range three East, containing thirty one tenth acres as surveyed and platted by Wm. L. Love County Surveyor, together with all the buildings and improvements thereon, except seven acres lying North of the dwelling house, which are hereby excepted out of this deed. And the parties of the first part, hereby warrant and will forever defend the title in and to the above and foregoing premises as described, unto the party of the third part his heirs and assigns against the claims of themselves and of all other persons whether in law or equity, but this deed is however upon the following trusts and conditions that is to say, if the parties of the first part or either of them, or the personal representatives of them or either of them shall well and truly pay off

Satisfies in full the 22nd day of January 1844 Luke W. Smith

and discharge said note at maturity or before then, then this deed to be absolutely void and of no effect, but should they fail to pay the same, punctually at maturity, then it shall be the duty of the party of the third part, or any other person whom the party of the second part may select for that purpose, to expose at public auction for cash the before described premises, to the highest bidder before the door of the Court House in Canton, after first giving days notice of the time, place and terms of sale, by written notice posted on the door of the said Court House, and out of the proceeds of said sale, shall deliver to the party of the second part, or his representative enough to pay off and discharge said indebtedness before described and after paying out of said proceeds the expense of executing this trust, shall turn over to the parties of the first part any balance which may then remain.

In testimony whereof witness our hands seals this the day and year first before written,

Oliver A. Lockett Jr. 
 Mary E. Lockett 

State of Mississippi } ss.
 Madison County }

Personally appeared before me Singleton Garrett a Justice of the Peace in and for the above named County and State Oliver A. Lockett Junior who acknowledged that he signed, sealed and delivered the within deed, on the day and year therein named as his act and deed, and also came before me Mary E. Lockett wife of Oliver A. Lockett Junior who being by me examined privately, separately and apart from her said husband, acknowledged that she signed, sealed and delivered said deed fully and voluntarily as her act and deed, without any fear threat or compulsion of her said husband.

Witness my hand and seal at office this 12th day of February A.D. 1876.

Singleton Garrett J. 

H. G. Oraper
 To } Deed of Trust
 S. E. Ashley Trustee
 To secure
 J. W. Peggart & Son

} Filed for Record March 22nd AD 1876 at 9 am
 Recorded April 27th AD 1876

This Deed of Trust and agreement, made this 2nd day of March A.D. 1846, Witnesseth: That whereas N. G. Oraper of Madison County Mississippi the party of the first part, is indebted to J. W. Paggart and Son, merchants of Goodman Holmes County Mississippi in the sum of Three Hundred or more dollars on promissory note bearing date herewith, And whereas, said party of the first part expects said J. W. Paggart and Son, to advance him 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 S. C. Ashley 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 5 years old named Pete, One Sorrel horse mule six years old named Jim, One Grey horse named Grey Duck, One two horse wagon, fourteen head of Cattle, mares crop and under bit in in the right and crop on left, also his entire crop of corn fodder, cotton and all other agricultural products raised by him and or any and all persons in his employ during the year 1846, on the widow Kunes plantation, 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 15th day of October 1846 pay what may be due said J. W. Paggart & Son, 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 ten days notice of the time, place and terms of sale, by posting in three public places in Goodman sell said remaining property, or a sufficiency thereof to make said payments, for cash at public Auction at Goodman, And said J. W. Paggart & Son or their legal representatives can, at any time they may desire appoint a Trustee in place of said S. C. Ashley 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 he hereunto set hand and seal.

W. G. Draper

The State of Mississippi }
Holmes County }

Personally appeared before me, F. A. C. Neville Mayor and ex officio a Justice of the Peace for said County, the within named W. G. Draper who solemnly 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 2nd day of March 1876.

F. A. C. Neville
Mayor & ex officio J. P.

O. A. Luskett Sr. }
To } Trust Deed }
D. P. Caldwell Trustee }
To secure }
John H. Tabler }

Filed for Record March 23rd AD 1876 at 4 P.M.
Recorded April 27th AD 1876

This Indenture entered into and executed this 23rd day of March AD 1876. by and between Oliver A. Luskett of the first part, John H. Tabler of the second part and D. P. Caldwell of the third part, witnesseth, that whereas the party of the first part is justly indebted to the party of the second part in the sum of One hundred and fifty dollars due and payable on the first day of November 1876, as evidenced by his promissory note of even date with this deed and being desirous to procure the prompt and punctual payment of said note at maturity, now the premises considered and in consideration of the sum of ten dollars to him in hand paid the receipt whereof is hereby acknowledged the party of the first part hereby bargains sells and conveys to the party of the third part a certain brown horse mule four years old, the consideration of said note; and also a certain other horse bay mule named Dock about six years old now on my plantation, to have and to hold the same to the use and benefit of the party of the third part, but this deed is to be held for nought

Satisfied in full this 13th day of December AD 1876
D. P. Caldwell
Trustee

and to be void if the said party of the first part shall well and truly pay and discharge said note at maturity, but if otherwise then it shall be the duty of the party of the third part upon the request of the party of the second part to sell said mules to the highest bidder for cash before the door of the Court House in Canton, after giving twenty days notice in writing by posting at two of the most public places in Canton and from the proceeds of said sale to pay off and discharge said note principal and interest then due and the balance if any to pay over to the party of the first part or his personal representatives.

In testimony whereof witness my hand and seal the day and year first before written
 O. A. Suckett Dr.

State of Mississippi }
 Madison County }

Personally appeared before me C. S. Jeffrey Clerk of the Chancery Court of said County & State O. A. Suckett Dr. who acknowledged that he signed sealed and delivered the above & foregoing deed on the day and year therein mentioned and for the purposes therein expressed.

Given under my hand and official seal this 23rd day of March 1876

Beas

C. S. Jeffrey Clerk
 By W. R. C. Penwell D.C.


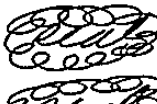
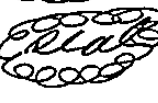
R. J. Gastens and
 Henry Goodloe
 and Sallie Goodloe
 To S. Deed of Trust
 N. S. Gordon Trustee
 To secure Pope & Buford

Filed for Record March 23rd A.D. 1876 at 9 a.m.
 Recorded April 27th A.D. 1876

This Deed of Trust and agreement made this 16 day of February A.D. 1876, witness that whereas R. J. Gastens Henry Goodloe & Sallie Goodloe parties of the first part are indebted to Pope & Buford Merchants in the sum of Five Hundred dollars or as evidenced by his promissory note bearing even date herewith and due November 1st 1876, and whereas said parties of the first part expect said Pope & Buford to advance them money, supplies and merchandise during

the year 1846, and whereas said parties agreed to receive the payment of said sum, as also any amount that may be advanced as aforesaid, that the parties of the first part, in consideration of the premises as well as for two dollars to him paid by W. S. Gordon Trustee, does hereby bargain, sell and convey to said trustee the property being in Madison County, Mississippi, and described as follows: all of their crop of Corn, Fodder, Cotton and every thing else raised by them or their employes the present year the title to which unto said Trustee or any successor they warrant and agree forever to defend. In trust however: that if said parties shall on or before the 1 day of November 1846, pay what may be due said Pope and 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 Counties sell said remaining property or a sufficiency thereof to make said payments, for cash, at public auction, at Pickens Station Holmes County, and said Pope & Buford or their legal representative can at any time they may desire, appoint a trustee in place of said W. S. Gordon or any succeeding trustee, and should the trustee at any time believe said property or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid, but until demanded by the trustee for either of the purposes as aforesaid, said parties of the first part can hold the same.


In testimony whereof said Parties have hereunto set their hand and seal.

R. J. Bastens 
 Henry ^{his} Goddard 
 Public Goddard 

The State of Mississippi }
 County }

Personally appeared before me John Hart Mayor & ex-officio J.P. in and for said County, the within named R. J. Bastens who severally acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, and agreement: and at the time therein named, as this act and deed.

Given under my hand and seal of office this 16 day of February 1846

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

J. M. Brazil
M. A. Brazil
D. M. Hemingway
Deed of Trust

Filed for Record March 23rd A.D. 1876. at 9 A.M.
Recorded April 27th A.D. 1876

On or before the 1st day of October 1876, we promise to pay D. M. Hemingway One hundred and fifty Dollars or the amount furnished us, or either of us, in money, supplies or merchandise to the same more or less, to enable us to make our crop on a portion (15 acres more or less) of the land known as the Lucy McMillin Plantation in Madison Co. Miss. and we hereby bargain, sell convey & deliver to said Hemingway his heirs & assigns one white sided Cow called "Flour" Six years old marked with a cross & a slit in one ear & an underbit in the other, owned by us sometimes purchased from Mitchell with the cows calf a red white sided calf two or three weeks old, and all the Corn, Cotton or other crop made on said land by our labor, or the labor of any one else or on any other land worked or controlled by us, during the year 1876, in trust however, as if said sums that may be owing said Hemingway his heirs or assigns are paid on or before the 1 day of October 1876, then this to be void, but if default is made in said payments said Hemingway his agent heirs or assigns may take charge of said property have the crops gathered, if not gathered, prepared for market, carried to New Port & sold to the highest bidder for cash, as well as said Cow & Calf & if a surplus remains after paying this debt & all cost on this deed and expenses incurred in enforcing the same it is to go to us.

Witness our hands & seals March 22nd, 1876.

J. M. Brazil
M. A. Brazil

The State of Mississippi
Attala County

Personally appeared before me N. R. Dicken Mayor of New Port & Ex. O. Justice of the Peace in & for said County the within named J. M. Brazil who acknowledged that he signed sealed & delivered the foregoing Deed of Trust on the day & year therein mentioned as his own act & deed. Also appeared M. A. Brazil who being examined privately & apart from her said husband acknowledged that she signed, sealed & delivered the foregoing Deed of Trust as her voluntary act & freely & for the

purpose therein specified, without any fear, threat, or compulsion of her said husband.

Given under my hand & seal this 22nd day of March A.D. 1846.

H. L. Dicken
Mayor & Exo. J. C.

Philip J. Cameron }
Po. Deed }
J. W. McKay }

Filed for Record March 23rd A.D. 1846 at 2 P.M.
Recorded April 27th A.D. 1846

Know all men by these presents that I Philip J. Cameron of the County of Madison and State of Mississippi for and in consideration of the sum of seven hundred and fifteen dollars to me in hand paid, the receipt of which is hereby acknowledged, has this day given granted, bargained, sold and conveyed and do hereby grant bargain sell alien and convey to J. W. McKay all that tract or parcel of land, situate, lying and being in the County of Madison and State of Mississippi, and particularly described as the North half of the West half of the north East quarter of section Seventeen Township Seven Range two East containing forty acres and all that part of the North half of the East half of the North West quarter of section Seventeen Township Seven Range two East, East of the New Orleans St Louis & Chicago Rail Road, particularly described as follows Commencing at a stake on the section line between section eight and seventeen at the centre of said line and running South four hundred and forty yards to a stake thence west four hundred and ten yards to Rail Road, thence following said Rail Road, to a stake on section line, between sections eight and seventeen, thence east on said line two hundred and twenty yards to a stake the point of beginning, containing twenty eight acres less three acres, heretofore sold by me to the said J. W. McKay, the two tracts above described containing sixty eight acres more or less, less three acres, To have and to hold with all its appurtenances to him, the said J. W. McKay his heirs and assigns forever and that I will forever warrant and defend the title of the aforesaid land to J. W. McKay the said grantee his heirs and assigns against all lawful claims whatsoever

In testimony whereof the said grantor herein has

hereto affixed his name and seal this first day of March A.D. 1846.
P. J. Cameron

The State of Mississippi }
Madison County }

Personally appeared before the undersigned a Justice of the Peace in and for the County of Madison and State of Mississippi the within named Philip J. Cameron who acknowledged that he signed and delivered the foregoing deed as his act and deed on the day and year therein mentioned.

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

C. E. Andrews J. P.

John W. McKay }
Do } Deed of Trust
G. A. Baldwin }
Trustee }
S. Neil and Co }

Filed for Record March 23rd A.D. 1846 at 2:30 P.M.
Recorded April 24th A.D. 1846

This Deed of Trust made this the 18th day of March A.D. 1846, by and between John W. McKay of the first part G. A. Baldwin of the second part and S. Neil & Co of the third part, all of the County of Madison, State of Mississippi; Witnesseth, That whereas the party of the first part is indebted to the parties of the third part, in the sum of Two Hundred & fifty five ⁷/₁₀₀ Dollars; evidenced by a promissory note bearing even date with these presents payable to the order of the third parties on the 1st day of January A.D. 1847, and bearing interest from date at the rate of 10 per cent per annum; and whereas the party of the first part is desirous of securing the payment of said note and interest at maturity therefore in consideration of the premises and of the sum of one dollar in hand paid by the party of the second part unto the party of the first part; the receipt of which is hereby acknowledged, that the said party of the first part has granted, bargained and sold and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the party of the second part, as trustee herein all the following described real estate situated in the said and State and described as follows. $N\frac{1}{2}$ of $N\frac{1}{2}$

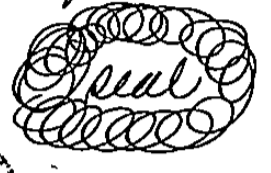
of N⁸/₄ Sec. 14. Township of Range two East. Containing forty acres. and all that part of the N¹/₂ of E¹/₂ of N¹/₄ Sec. 14. in said township and Range. lying east of the N. O. St. L & C. R. R. and more particularly described as follows: beginning at a stake on the section line between sections Eight and Seventeen at the Center of said line and running South 440 yards to a stake. thence West 410 yards to the Rail Road the following said Railroad to a stake on section line between sections Eight and seventeen thence East on said line 220 yards to a stake the point of beginning. containing twenty eight (28) acres. the whole of the land above described. Containing sixty eight (68) acres more or less. to have and to hold unto him the party of the second part. and his assigns and successors forever. In trust however, and for the following purpose to wit: If the party of the first part shall on or before the maturity of said note. fully pay. satisfy and discharge the same. and all interest thereon. unto the said third parties his heirs or assigns. then this deed is to be void. but should the said first party fail to pay the same as abovementioned or any part thereof. then this party of the second part. at the request of the parties of the third part. shall take possession of said land and after giving 60 days public notice by posting written hand bills at three public places in said County. sell said lands. at Madison Station. Miss. at public Auction to the highest bidder for cash. and out of the proceeds of said Sale first pay all costs of enforcing this trust. then pay unto the third parties whatever may remain due on said note. and the balance if any. pay over to the first party and on making said sale and receiving the money arising therefrom the said trustee shall convey by deed in fee simple the said lands unto the purchaser. and the said deed shall convey such right. title and interest therein as is now vested in the first party. The third parties may. at any time they see proper appoint in writing some other person in the place of the said Trustee as trustee to this Deed. and the person so appointed shall have all the powers and duties to act in accordance with the terms herein prescribed. that are vested in the said.

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

J. W. McKay 

State of Mississippi }
Madison County }

Personally appeared before me, the undersigned Clerk of the Chancery Court, in and for said State and County, J. W. McKay who acknowledged that he signed sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as his act and deed.



Witness my hand and seal of said Court this 23rd day of March A.D. 1846.

O. S. Jeffrey Clerk

Alfred Robinson }
D's Deed of Trust }
Cameron & Cameron }

Filed for Record March 23rd A.D. 1846 at 2 P.M.
Recorded April 24th A.D. 1846

This Indenture made this the 5th day of December A.D. 1846, between Alfred Robinson of the first part and J. W. Jenkins of the second part and Cameron & Cameron Attys. at law 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 justly indebted to the said parties of the third part in the sum of One Hundred (\$100⁰⁰.) Dollars evidenced by a certain promissory note of the said party of the first part of even date and tenor with this instrument for the sum of One hundred dollars, payable to said parties of the third part on the first day of October A.D. 1846, bearing twenty five per cent interest from date until paid. 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 & confirm unto the said party of the second part his heirs and assigns forever all the following described property situated in the County of Madison and State of Mississippi and more particularly designated and described as follows: to wit: the North half of lot 9 Section 4 Township 14, Range 3 East containing eighty acres more or less, To have and to hold the above described land, with all their improvements, 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 Covenant with
 said party of the second part his heirs and assigns, that he is
 lawfully seized and possessed of said land and will forever war-
 rant 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 and purpose, and none other 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
 part, or either of them after giving ten days notice of the
 time and place of sale by posting notices in three public
 places in the said County of Madison to proceed to sell at
 public Auction at Madison Station for Cash in hand to the high-
 est bidder all the above described lands and other property or
 a sufficiency thereof 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 & interest
 thereon and the cost of executing this trust and that 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 & agreed by the parties herunto,
 that if the said J. W. Jenkins 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 Cameron and
 Cameron or either of them their executors, administrators or
 assigns under their hands & seals to appoint another trustee
 in place of the said J. W. Jenkins with full power to ex-
 ecute the same according to its terms, and whose actings
 and doings in the premises shall be as binding as if done by
 the said J. W. Jenkins trustee.


In testimony of which said parties of the first part
 and said party of the second part, have herunto
 set their hands and affixed their seals this day
 and date first above written.

Alfred ^{his} _{more} Robinson 

J. W. Jenkins. 

The State of Mississippi }
Madison County }

Personally appeared before me the undersigned a Justice of the Peace in and for said County the within named Alfred Robinson who acknowledged that he signed, sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as his act and deed
Given under my hand and seal this the 5th day of January AD 1846.

R. O. Andrews J. P. 
3^d Police Dist.

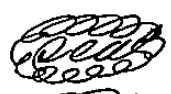

Thomas Bully et al. } Filed for Record March 24th AD 1846 at 9 a.m.
Do } Deed of Trust } Recorded April 24th AD 1846
O. D. Cox }

This Deed of Trust made and entered into this 23rd day of March 1846. by and between Thomas Bully, Samuel Bully and Offy Bully parties of the first part and J. C. Cameron Jr. party of the second part and O. D. Cox party of the third part: all of the County of Madison and State of Mississippi. Witnesseth: that whereas said Thomas Bully is indebted to the said O. D. Cox in the amount of four bales of cotton, of the first picking weighing four hundred and fifty pounds each, payable on the first day of October 1846. as rent for sixty five acres of land a portion of said O. D. Cox's plantation lying east of his residence and being a part of what is known as the Lewis tract, and in the sum of twenty five dollars, as the hire for one mule payable on the 1st day of October 1846 evidenced by the promissory note of the said Thomas Bully of even date and tenor with this instrument, and whereas the said parties of the first part expect the said party of the third part to advance them plantation supplies, necessaries and merchandise to enable them to make a crop on the above mentioned land during the year 1846. to the amount of One hundred and fifty Dollars worth, and the said parties of the first part being desirous to secure the prompt payment of the said several notes at maturity, and all further debts the said parties of the first part may contract during the year 1846. Now this deed of trust witnesseth

I acknowledge & certify in full of the within Deed of Trust this 30th day of January AD 1847 R. O. Andrews

that the said parties of the first part, for and in consideration of the sum of ten dollars to them in hand paid by the 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 all the following described property, to wit: all the crops of Cotton, Corn, peas, potatoes, fodder, and all other crops raised, and to be raised by the said parties of the first part during the year 1846. To have and to hold the above described property, to the only proper use and benefit of him the said party of the second part his heirs and assigns forever. In trust nevertheless and for the following use, intent and purpose and none other to wit: Should the said parties of the first part fail to pay and satisfy said debts on or before the first day of October 1846, then it shall be the duty of the said party of the second part, at the request of the said party of the third part after giving ten days notice of the time and place of sale by posting in three public places in Madison County, to proceed to sell at public auction for cash, to the highest bidder the above described property, or a sufficiency thereof to satisfy the debts and interest thereon, and the cost of executing this deed of trust and the balance if any there be shall be paid over to the said parties of the first part, but should said parties of the first part, will and truly pay and satisfy said debts as aforesaid then this deed to be void and of no effect, otherwise to remain in full force and effect. And it is further understood and agreed by the parties hereto that if the said J. C. Cameron Jr. Trustee as aforesaid shall become unable or unwilling from any cause to execute this deed of trust, then it shall be lawful for the said Ed. Cox his executor, administrators or assigns under their hands and seals to appoint another trustee in place of said J. C. Cameron Jr. with full power to execute the same according to its terms and whose acts and doings in the premises shall be as binding as if done by the said J. C. Cameron Jr. Trustee.

In testimony of which said parties of the first and second parts have hereto set their hands and affixed their seals, this day and date first above written.

Thomas ^{his} Pully 
 Samuel ^{his} Pully 

Office of ^{his} Bully
J. C. Cameron Jr.

The State of Mississippi }
Madison County }

Personally appeared before me the undersigned a Justice of the Peace in and for said County the within named Thomas Bully, Samuel Bully and Offy Bully who acknowledged that they signed sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned: as their act and deed.

Given under my hand and seal this the 23rd day of March A.D. 1846.

A. E. Andrews J.

Samuel Chambers }
To: Deed of Trust }
A. J. Guice Trustee }
To secure }
Clark and Pys }

Filed for Record March 24th A.D. 1846 at 9 am.
Recorded April 28th A.D. 1846

"Merchants Deed of Trust"
This Deed of Trust made this 9th day of March A.D. 1846. Witness: that whereas Saml Chambers County of Madison, State of Mississippi party of the first part is indebted to Clark & Pys County of Holmes, State of Mississippi in the sum of Two Hundred and fifty Dollars on account of supplies and merchandize furnished, and whereas said party of first part expect said Clark and Pys to advance 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 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. J. Guice Trustee, does 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 fodder and all else raised or produced the present year the title to which unto said Trustee or any successor, warrant I and agree 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 Clark & Gye 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 public written notice in three or more places in said County, sell said property or a sufficiency thereof, to make said payments, for cash, at public auction, at Pickens Mississippi. And said Clark & Gye or his legal representatives, can at any time they may desire appoint a trustee in the place of A. J. Slice 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 party of the first part has hereto set his hand and seal on the date above written.

Attest.

E. W. Burton. G. M. Chambers Samuel Chambers

The State of Mississippi }
 Colville County }

Personally appeared before me, John Hart, Mayor of Pickens in said County and State, the above named E. W. Burton one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposed and said that he saw the above named Samuel Chambers whose name is subscribed thereto, sign seal and deliver the same to the above named Clark and Gye, that he this deponent subscribed his name as a witness thereto, in the presence of the said Samuel Chambers and that he saw the other subscribing witness G. M. Chambers sign the same in the presence of the said Samuel Chambers & in the presence of each other on the day and year therein named.

In testimony whereof, witness my hand, seal, this 23rd day of March A.D. 1846.

John Hart
 Mayor of Pickens



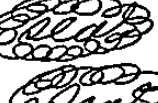

I acknowledge satisfaction in full of the within Deed of Trust this 20th day of January 1877 E. D. Cox

Richard Bass et al } Filed for Record March 24th A.D. 1876 at 9 am
Do: Deed of Trust. } Recorded April 28th A.D. 1876
E. D. Cox

This Deed of Trust made this 23rd day of March between Richard Bass, Anthony Ridley and Jack Ridley, parties of the first part, and J. C. Cannon Jr. party of the second part and E. D. Cox party of the third part, all of the County of Madison, and State of Mississippi. Witnesseth: that whereas the said Richard Bass, is indebted to the said E. D. Cox in the amount of three bales of Cotton of the first picking, weighing four hundred and fifty pounds each, payable on the 1st day of October 1876, as rent for sixty acres of land a portion of said E. D. Cox's plantation, lying west of his residence, and in the sum of twenty five dollars, as hire for one month payable on the 1st day of October 1876, evidenced by the promissory note of the said Richard Bass, of even date and tenor with this instrument, and whereas the said parties of the first part, expect the said party of the third part to advance them plantation supplies, necessaries and merchandise, to enable them to make a crop on the above mentioned land during the year 1876, to the amount of Three hundred and fifty dollars worth, and the said parties of the first part being desirous to secure the prompt payment of the said several debts at maturity and all further debts that the said parties of the first part, may contract during the year 1876, Now this deed of Trust, Witnesseth: that said parties of the first part for and in consideration of the sum of ten dollars, to them 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, all the following described property, to wit: all the crops of Cotton, Corn, peas, potatoes, fodder and all other crops, raised, and to be raised by the said parties of the first part, during the year 1876. Do have and to hold the above described property: to the only proper use and benefit of him, the said party of the second part, his heirs and assigns forever. In Trust nevertheless

and for the following use, intent and purpose and none other to wit: should the said parties of the first part, fail to pay and satisfy said debts on or before the first day of October, 1846, then it shall be the duty of the said party of the second part, at the request of the said party of the third part, after giving ten days notice of the time and place of sale by posting in three public places in Madison County, to proceed to sell at public Auction for cash, to the highest bidder, the above described property or a sufficiency thereof to satisfy the debts and interest thereon and the cost of executing this deed of trust, and the balance if any there be shall be paid over to the said parties of the first part, but should said parties of the first part, well and truly pay and satisfy said debts as aforesaid then this deed to be void and of no effect otherwise to remain in full force and effect, and it is further understood and agreed by the parties herunto, that if the said J. C. Cameron Jr. 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 E. D. Cox his executors, administrators or assigns under their hands and seals to appoint another trustee in place of the said J. C. Cameron Jr. with full power to execute the same according to its terms and whose acts and doings in the premises shall be as binding as if done by the said J. C. Cameron Jr. trustee.

In testimony of which said parties of the first and second parts have herunto set their hands and affixed their seals, this day and date first above written.

Richard ^{his} Bass 
 Anthony ^{his} Ridley 
 Jack ^{his} Ridley 
 J. C. Cameron Jr. 

The State of Mississippi }
 Madison County }

Personally appeared before me, the undersigned, a Justice of the Peace, in and for said County the within named Richard Bass, Anthony Ridley and Jack Ridley who acknowledged that they signed sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned, as their act and deed.

Given under my hand and seal this the

23rd day of March AD 1846.

R. E. Andrews J. P. 

R. M. Davis
 Party of Trust
 J. M. Stungily
 Trustee
 Crook and Gaddie

Filed for Record March 25th AD 1846 at 9 am.
 Recorded April 28th AD 1846

This Deed of Trust, made this 29th day of Feb. AD 1846. Witnesseth: that whereas R. M. Davis party of first part is indebted to Crook & Gaddie in the sum of seventy five dollars on his promissory note bearing date with this deed. And whereas said party of first part expect said Crook & Gaddie to furnish him, in money, supplies, merchandise 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 consideration of the premises as well as for cash paid by J. M. Stungily Trustee, does hereby bargain, sell, convey and deliver to said Trustee the property, being in Madison County Mississippi and described as follows: 1 Bay mare about ten years old, 1 Cow white & red speckled also my entire crop of Cotton, and other agricultural 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 any 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 1st day of October 1846, 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 notice in three public places, in said County, proceed to sell said property or a sufficiency thereof to make said payments for cash at public Auction, at Vernon Miss. or the premises according to notice, And said Crook & Gaddie 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 purposes as aforesaid, said party of first part can hold the same.

In testimony whereof: said R. M. Davis has here to set his hand and seal.

R. M. Davis

The State of Mississippi }
Hinds County }

Personally appeared before the undersigned a Justice of the Peace in and for said County R. M. Davis who acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, at the time therein named as his actual deed.

Witness my hand and seal this 14th day of March 1846.

J. M. Black J. Peace

Henry Davis }
Do } Deed of Trust }
J. M. Stungily }
Prosecutor } Trustee }
Crook and Gaddis }

Filed for Record March 25th AD 1846 at 9 am.
Recorded April 28th AD 1846.

Merchants Deed of Trust

This Deed of Trust, made this 14th day of March AD 1846. Witnesseth: that whereas Henry Davis party of the first part is indebted to Crook & Gaddis in the sum of Fifty Dollars on one promissory note, and whereas said party of first part expect said Crook & Gaddis to advance him money supplies and merchandises 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, do hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: One bay horse mule about eight years old and the future crop of corn cotton and all other produce to be grown by said party of the

95 1/2


first part this year A. D. 1846. the title to which unto said Trustee or any successor, warrants and agrees forever to defend in trust however that if said part of the first part shall on or before the 1st day of November, 1846, pay what may be due said Brook & Gaddie 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, sell said property or a sufficiency thereof, to make said payments, for cash, at public Auction at Bolton, and said Brook & Gaddie or his legal representatives, can at any time they may desire, appoint a trustee in the place of said J. M. Stiglich 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 Henry Davis hath hereto set his hand and seal, on the date above written.

Henry Davis 

The State of Mississippi } ss.
 Wills County }

This day personally appeared before me the undersigned, a Justice of the Peace in and for said County Henry Davis 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 14th day of March A. D. 1846,
 J. M. Black 

Nathan Hinton } Filed for Record March 25th AD 1846 at 9 am
 Do} Deed of Trust } Recorded April 28th AD 1846.
 J. M. Stungily }
 Trustee }
 Brook & Gaddie }

"Merchants' Deed of Trust"

This Deed of Trust, made this 14th day of March AD 1846. Witnesseth: that whereas Nathan Hinton of Madison County, State of Miss. party of the first part is indebted to Brook & Gaddie of Bolton Woods County, State of Miss. in the sum of Fifty Dollars, on his promissory note bearing date with this deed, and whereas said party of first part expect said Brook & Gaddie to advance him supplies and merchandise during the year 1846, and whereas, said party of the first part agreed to secure the payment of said sum, 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 promise, as well as for cash 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 Mule about 10 or 12 years old, also my entire crop of Cotton, Corn and all agricultural products raised by me or my hands during the year 1846, 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 1st day of October 1846, pay what may be due said Brook & Gaddie 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 10 days notice of the time, place and terms of sale, by posting in three public places in Madison County, sell said property or a sufficiency thereof, to make said payments, for cash, at public auction at Vernon, in said County, And said Brook & Gaddie or their legal representative, can at any time they may desire appoint a trustee in the place of 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 Nathan Hinton hath hunto
set his hand and seal, on the date above written.

Nathan ^{his} Hinton 
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
said County, Nathan Hinton and acknowledged that he sign-
ed, 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 14th
day of March A.D. 1846.

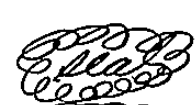
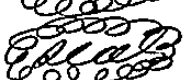
J. M. Black Jr. 

James A. Turk and } Filed for Record March 25th A.D. 1846 at 12.30 P.M.
Emilia L. Turk } ... Recorded April 28th A.D. 1846
Do's Deed
Hugh W. Lawson }

This Deed executed this 22nd of March 1846
witnesseth, that James A. Turk and Emilia L. Turk have this
day bargained sold and conveyed and do hereby bargain sell and convey
unto Hugh W. Lawson for and in consideration of the sum of fifteen
hundred dollars by the said Hugh W. Lawson paid the receipt
whereof is hereby acknowledged the following described lot or parcel
of land lying and being within the corporate limits of the City
of Canton in Madison County, Mississippi and better described
as follows to wit, that is to say commencing at the North West
corner of a lot now owned and occupied by Mrs. Emilia L.
Turk thence north along Union street one hundred feet to a
lot owned by Robert B. Campbell and now occupied by J. M.
Mills, thence east one hundred and ninety feet to a lot owned
by Mrs. Fleta V. Jeffries thence South One hundred feet thence
west One hundred and ninety feet to the beginning to have and
to hold the above described premises together with all the ten-
ements, appurtenances and all improvements thereon and thereto
belonging unto him the said Hugh W. Lawson and his heirs
and assigns forever, and the said James A. Turk and Emilia
L. Turk do hereby covenant to and with the said Lawson that
they will for ever warrant and defend the title to the above
described premises against all the claims of ourselves and

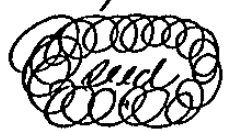
the claim or claims of any and all persons to claim under or through us.

In testimony whereof said James A. and Emma L. Park have hereto set their hands and seals the day and year first above written.

James A. Park 
Emma Park 

The State of Mississippi }
Madison County }

Personally appeared before the undersigned Mayor of Canton and ex officio Justice of Peace in and for said County & State J. A. Park who acknowledged that he signed sealed and delivered the foregoing instrument as his own act and deed on the day and year therein mentioned and for the purpose therein expressed.

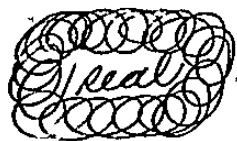


Given under my hand and official seal this the 25th day March A.D. 1846.

Robt. Powell Mayor & J.P.

State Mississippi }
Madison County }

Personally appeared before the undersigned Mayor of Canton and Ex officio Justice of the Peace in and for said County & State Emma Park wife of the said J. A. Park who in a private examination separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed on the day and year herein mentioned as her voluntary act and deed, freely without any fear threats or compulsion from her husband.



Given under my hand and seal of office this 25th day of March A.D. 1846.

Robt. Powell Mayor & J.P.

Jeremiah Wilson }
Dor Deed }
Solomon Tyler }

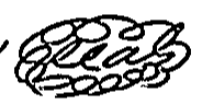
Filed for Record March 25th A.D. 1846 at 1 o'clk.
Recorded April 28th A.D. 1846

This Deed of Conveyance made and executed this the 23rd day of March A.D. 1846 by Jeremiah Wilson of the first part to Solomon Tyler of the second part, all of the county of Madison & State of Mississippi. Witnesseth that the said Jeremiah Wilson for and in consideration of the sum of

Sixty dollars (\$60⁰⁰) cash in hand paid to him by the said Solomon Tyler, the said Jeremiah Wilson doth by these presents bargain sell alien and convey unto the said Solomon Tyler all the right title and interest of the said Wilson in and to the following described lands to wit. Viz: 5 acres of the SE 1/4 of Sec 23 Township Nine range two east all in the County of Madison & State of Mississippi, to have & to hold the same unto the said Solomon Tyler his heirs and assigne forever, and the said Wilson hereby covenants to warrant & forever defend the title to his interest in the above granted premises, which is an undivided one sixth interest in the above described land, and this warranty extends only to such undivided one sixth interest against the claim of any and all persons whatsoever claiming or to claim the same.

In testimony whereof I have this day set my name & caused my seal to be affixed.

Attest J. M. Anderson Jr.

J. Wilson 

State of Mississippi }
Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court of said County the within named J. Wilson 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 24th day of March A.D. 1846.



D. S. Jeffrey Clerk
By O. H. Kuntzler d.c.

John Pugh }
To } Deed
O. H. Kuntz Trustee }
Procure }
O. H. Kuntz }

Filed for Record March 25th A.D. 1846 at 12.20
Recorded April 29th A.D. 1846

This Deed of Trust made this 26th day of March A.D. 1846. Witnesseth: That whereas John Pugh, party

of the first part, is indebted to C. H. Hinton party of the second part in the sum of One Hundred & Five ⁰⁰/₁₀₀ Dollars for rent of 35 acres of land and whereas said party of the first part expects said C. A. Hinton to advance him during the year 1846. to the extent of 62 ⁵⁰/₁₀₀ Dolls. and whereas said party agreed to secure the payment. of said sum to the amt. of One hundred and sixty seven ⁵⁰/₁₀₀ Dolls. as also any other sum that may be advanced as aforesaid, that the party of the first part in consideration of the premises as well as for Ten ⁰⁰/₁₀₀ Dolls. to him paid by Eughu H. Hinton Trustee does hereby bargain sell & convey to said Trustee the property being in Madison Co. Miss. and described as follows. One Sorrel Horse Mule named Fox and the entire crop of Corn & Cotton peas fodder & potatoes grown by him on said rented premises & other parties working under him the title to which unto said trustee or any successor he warrants & agrees forever to defend. In trust however, that if said party shall on or before the first day of October 1846. pay what may be due, said C. A. Hinton as aforesaid, and all cost incurred on account of this deed, then this deed to be void, but if default is made in said payment the trustee shall take possession of said property and having given ten days notice of the time place and terms of sale, by posting notices at Canton Livingston & Vernon public places in the County of Madison, or by advertising same in a newspaper, sell said property or a sufficiency thereof to make said payments for cash, at public auction at Canton, Madison Co. and said C. A. Hinton or her legal representative can at any time she may desire appoint a trustee in place of C. H. Hinton 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 & hold until said payments are made or till said property shall have been sold as aforesaid, but until demanded by the trustee for either the purposes as aforesaid said party of the first part can hold the same.

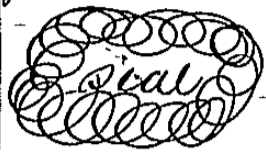
In testimony whereof said party of the first part has herunto set his hand and seal.

John^{his} Hugh^{mark}

State of Mississippi }
Madison County }

Personally appeared before the under-

signed. Clerk of the Chancery Court of said County the with-
in named John Pugh 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 25th day of March A.D. 1846,
C. S. Jeffrey Clerk
By E. H. Kuitwiler Sec.

George Thompson } Filed for Record March 25th AD 1846 at 9 am.
D of Trust Deed } Recorded April 29th AD 1846
S. J. Hamilton }

"Deed of Trust"

This Indenture, made and entered into this 18 day of March
1846, between George H. Thompson of the first part, and
J. H. Hamilton of the second part, and S. J. Hamilton
of the third part. 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 Two Hundred dollars, which
said sum is due and payable on the 1st day of November
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 furnish-
ed, at the maturity of said 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 seal-
ing and delivery of this Indenture, the receipt whereof
is hereby acknowledged, 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 his heirs and
assigns forever, the following described property, the
entire crop of Corn, Cotton, Peas, Potatoes to be raised
by the party of the first part, during the year 1846.

said party of the first part to remain in possession of the property herein conveyed until default in the payment of the debt. In trust, nevertheless, that if the said 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 he 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 Madison County, first giving ten days notice of the time, place and terms of said sale, by posting at three public places, 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, sickness, death, refusal, or inability, the trustee herein cannot act then another than J. H. Hamilton 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 & date above written

G. W. Thompson 

The State of Mississippi
Leake County

I Personally appeared before me, Frank Taylor a Justice of the Peace, G. W. Thompson, who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned, and for the purpose therein stated, as his own act and deed

Given under my hand and seal, this 18 day of March A.D. 1846.

Frank Taylor J.P. 

Madison Love } Filed for Record March 25th A.D. 1846 at 2 P.M.
 P. M. Anderson } Recorded April 29th A.D. 1846.
 A. V. Montgomery }

The State of Miss. Madison County.
 This Indenture made and entered into this the 22nd day of March A.D. 1846. between Madison Love party of the first part and P. M. Anderson party of the second part and A. V. Montgomery party of the third part all of the County and State aforesaid. Witnesseth that the said party of the first part is indebted to said party of third part in the sum of One hundred and thirty four & 40/100 Dollars as evidenced by promissory note for above and made payable to A. V. Montgomery on the first day of Nov. next. And said party of the first being desirous to secure the prompt payment of said note at maturity, the party of the first part for and in consideration of the sum of two dollars to him in hand paid by party of the second part receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and doth hereby grant, bargain, sell and convey unto the said party of the second part his heirs and assigns the following described personal property to wit: One brown mare mule named Kit. To have and to hold the above described personal property unto party of the second part his heirs and assigns forever and the parties of the first part covenants to warrant and defend the title to the same against the claim or claims of all persons whatsoever. In trust nevertheless upon the following terms and conditions, should the party of the first part fail to pay said note at maturity, then it shall be the duty of said party of the second part, after giving ten days notice of time and place of sale by posting in two or more public places in said County, to proceed to sell at public Auction for cash to the highest bidder the above described property and the proceeds to be applied to payment of said debt and cost of sale and this deed and the balance if any be paid over to party of the first part. but should party of first part well and truly pay said notes at maturity then this deed to be void and of no effect, otherwise to remain in full force and virtue. and it is further agreed by the parties herunto that if the said P. M. Anderson trustee aforesaid shall become unable or unwilling to execute

this deed of trust then it shall be lawful for the said A. V. Montgomery to appoint another trustee in place of P. M. Auderson with full power to execute the same according to its terms and whose actings and doings in the premises shall be as binding as if done by said P. M. Auderson Trustee.

In testimony whereof whereof the party of the first part have hereunto set his hand and seal the day and year first above writtten.

Madison ^{his} ~~mark~~ ~~seal~~

The State of Miss.

Madison

undersig
the with
he signs
his act as
for the

Jackson Miss. Nov. 1st 1880.
Will. D. Bailey Esq.
Clk. Clk. Court Madison Co.
you will more
satisfied on the Records in your office
a deed of trust by Adam Bratton & wife
to Geo. W. Roy dated 14th day of Feb.
1876, and ^{filed for record} recorded Mich. 25th 1876, and
recorded in book "J. J." on page 432
your office. The said trust deed having
been fully paid & satisfied.

L. W. Roy
G. W. Roy

Adam
Virginia
D. & K.
George

... now examine made and entered into this the 14th day of February. Eighteen hundred and seventy six between Adam Bratton and Virginia Bratton, his wife of the County of Madison State of Mississippi; parties of the first part, and George W. Roy of the County & State aforesaid party of the second part Witnesseth, that the parties of the first part, for and in consideration of the sum of Two Thousand Dollars, to them duly paid, before the delivery hereof, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do grant, bargain, sell and convey to the said Roy of the second part, his heirs and assigns forever, all of the following described land to wit: the East half of the North East quarter, Section five, Township Seven Range One East; the West half of the North West quarter and the south half of the East half of the North west quarter Section four

Township Seven Range One East. containing Two Hundred Acres more or less, together with all and singular the tenements hereditaments & appurtenances. To have and to hold unto him the said party of the second part his heirs & assigns forever. And the said parties of the first part for themselves their heirs. Executors & Administrators do covenant & warrant that they are seized in fee simple of the land above conveyed and further will warrant & defend the title of the same to the party of the second part to his heirs and assigns in the peaceable possession of the above granted premises and appurtenances forever. The parties of the first part have also bargained and sold and by these presents do bargain sell and convey to the said George Roy all of their right title & interest in and to the following described personal property to wit. One Mule Wagon. One Spring Wagon. One bay horse. one bay horse mule. one sorrel horse mule, and four head of Cattle. they the parties of the first part further give a prior lien on all crops that may be raised on the above land during the present year. This indenture is intended to secure the said George Roy on this. that should the said Adam Bratton and his wife Virginia Bratton, or either of them pay to the said Roy Forty Bales of good Cotton ginned and baled and delivered at Madison Station in good order on or before the 31st day of December One thousand eight hundred and Eighty. that is to say Eight Bales of Cotton as above described weighing Four Hundred & Fifty pounds each on or before the thirty first day of December of each year including the present year for the next five years. these presents and the Estate together with the personal property and lien granted shall cease determine and be void otherwise to remain in full force and effect.

Witness our hands & seals the day and year first above written.

Adam ^{his} Bratton 
 Virginia ^{mark} Bratton 

The State of Mississippi } ss.
 Madison County }

Personally appeared before me the undersigned a Justice of the Peace in and for said State & county the within named Adam Bratton who acknowledged

Certified under July 5 1880 by authority of land in note this day received clerks to and from
 John H. Bratton
 George Roy

that he signed sealed & delivered the foregoing Deed of Trust on the day and year above mentioned as his act and deed, also appeared Virginia Bratton wife of the said Adam Bratton who after being examined privately and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing Deed as her own voluntary act and free-ly for the purpose therein specified, without any fear, threat or compulsion of her said husband.

Given under my hand and seal this the 14th day
February AD 1846.

George P. Adams J. P. 

John Thompson } Filed for Record March 25th AD 1846. at 3 P.M.
Do } Deed of Trust } Recorded May 1st AD 1846
S. W. Lewis Trustee }
To secure Ed Grant }

This Indenture made and entered into this the 14th day of February 1846. between John Thompson party of the first part and S. W. Lewis party of the second part, and Ed Grant party of the third part, witnesseth that said party of the first part is indebted to the party of the third part in the sum of Two Hundred and fifty six Dollars & sixty cents evidenced by promissory note of this date. And that whereas: the said party of the first part is desirous of securing to said party of the third part, the prompt payment of the said indebtedness, at the maturity thereof and the advances and supplies on or before the 1st day of December 1846. Now therefore in consideration of the premises the said party of the first part, have granted, bargained and sold and by these Presents do grant, bargain, sell, and convey unto the said party of the second part, his heirs, executors, administrators and assigns all the crop made by said party of the first part on the Wolf Place 2 1/2 miles North west from Canton, or any interest held in any other crop made at the said Wolf Place, or elsewhere, such crop, or interest in crop, consisting of Cotton, Corn, fodder, Potatoes, Peas, Hay &c, such property being in the Comity of Madison, State of Mississippi, said party of the second part, or his heirs, executors, administrators and assigns and the successors of him, to have and to hold, forever, in trust upon these terms and conditions, that is to say if the said party of the first part shall fail or refuse to pay to the said party

of the third part and their assigns, the amount of said indebtedness on or before the maturity thereof, and all interest which shall accrue thereon, and cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said Cotton, Corn, Fodder, Potatoes, Peas, Hay &c, and all the same, or as much thereof as may be necessary before the door of the Court House, in the City of Canton at public Auction to the highest bidder for Cash, after giving ten days notice of the time and place of said sale; by advertising in Court House or any other convenient place. And convey the Cotton, Corn, Fodder, Potatoes, Peas, Hay &c. so sold to the purchaser or purchasers thereof by proper instruments of Conveyance and from the proceeds of said sale the said party of the second part or the successor of him shall first pay the cost and charges of said sale the said party of the third part and his assigns, the amount of said indebtedness, and all interest due thereon, and the cost and charges of this deed then the said party of the second part, shall enter satisfaction of this deed upon the record thereof and the same thence forward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part or his assigns shall appoint another Trustee in his place, whose acting and doings in the premises shall be as binding as if done by the said S. N. Lewis Trustee aforesaid.

In testimony whereof the said party of the first part herunto sets his hand and seal, on the day and year first above written.

John ^{his} Thompson 
mark

State of Mississippi } S.S.
 Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named John Thompson 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 25th day of March A.D. 1846.
 E. S. Jeffrey Clerk

Mary V. Bailey } Filed for Record March 25th A.D. 1846 at 12.30 P.M.
 Do } Deed } Recorded May 1st A.D. 1846.
 Hugh W. Lawson }

This Indenture made this 25th day of February A.D. 1846, by and between Mary V. Bailey of the first part and Hugh W. Lawson of the second part, both of the County of Madison & State of Mississippi, witnesseth; Whereas, the said party of the first part was the Executrix of the last will of Hugh A. W. Lawson deceased, or acted as such, and whereas the said Hugh A. W. Lawson died leaving the said Hugh W. Lawson his only child & heir at law, and whereas the said Hugh A. W. Lawson died seized and possessed of his own right in fee of the lands hereinafter described, and whereas the lands hereinafter described were sold by the said party of the first part acting as executrix, aforesaid to me Archibald McFarlane who failed to pay for the same, and whereas said lands were sold under a decree of the District Court of the United States of America, for the Southern District of Mississippi, sitting in bankruptcy, in the matter of the Bankruptcy of said McFarlane and me David Gullett who were partners in trade under the name of McFarlane & Gullett, for the purchase money of said lands due from said McFarlane, according to the terms of his purchase of the same as aforesaid, and whereas under said decree in Bankruptcy & sale made in pursuance thereof, the lands herein described were bid off by said party of the first part, and whereas the said party of the second part has now arrived at full age, and claims the lands herein mentioned as his own property by descent from his said father, and whereas the said party of the first part is advised & believes that the sale made by her to said McFarlane as aforesaid is invalid in law & sufficient to divest said party of the second part of his title to the lands hereinafter mentioned and that upon action brought by him therefor, the said party of the second part can & will recover said lands, and whereas also, the said Hugh W. Lawson is believed by said party of the first part, to have had paramount title to an undivided half of a certain lot or parcel of land in Canton in said County upon which is situated the

Store House now occupied by J. Perlinsky on the South side of the public square in said City of Canton and whereas the said party of the second part, at the request of the said party of the first part, and to enable her, the party of the first part, to pay a large sum of money by her owned to the estate of Thomas G. Ballou deceased did convey by deed to J. J. Kilman & R. G. Smith the said parcel of land in Canton, occupied by said J. Perlinsky as aforesaid, whereby the party of the first part was enabled to pay & did pay said debt due & owing by her as aforesaid, and whereas said party of the second part has received no consideration for the execution of said conveyance to said Kilman and Smith, further than these presents, now therefore in consideration of the premises, the said party of the first part, doth by these presents bargain sell and convey by release & quitclaim all the right title claim & interest which she the party of the first part may have in & to the following described lands, lying & being in said County of Madison, that is to say $N\frac{1}{2}$, $SE\frac{1}{4}$ & $E\frac{1}{2}$ $SW\frac{1}{4}$ of Section 8, $N\frac{1}{2}$, $E\frac{1}{2}$ $SW\frac{1}{4}$ & $W\frac{1}{2}$ of $W\frac{1}{2}$ of section 15, the whole of section 16, $E\frac{1}{2}$ of section 17, $E\frac{1}{2}$ of section 20, $E\frac{1}{2}$ of $SW\frac{1}{4}$ & $S\frac{1}{2}$ of $W\frac{1}{2}$ $SW\frac{1}{4}$ & $SE\frac{1}{4}$ of section 21 & $E\frac{1}{2}$ of $SE\frac{1}{4}$ of section 28, $W\frac{1}{2}$ & $SW\frac{1}{4}$ of section 29, $N\frac{1}{2}$ of $W\frac{1}{2}$ of $WE\frac{1}{4}$ of section 31, and $E\frac{1}{2}$ of $E\frac{1}{2}$ of $SW\frac{1}{4}$ & $W\frac{1}{2}$ of $SW\frac{1}{4}$ & $W\frac{1}{2}$ of $SE\frac{1}{4}$ & $N\frac{1}{2}$ of $SW\frac{1}{4}$ of section 32, all in township 8, Range 2 West, containing twenty four hundred acres more or less. To have and to hold said tract or parcel of land unto the said Hugh W. Rawson his heirs & assigns forever.

In testimony whereof said party of the first part, hath here-to set her hand & seal the day & year first herein mentioned, the words Nil & Co. being twice erased & the words J. Perlinsky being twice interlined before the sealing and delivery hereof.

M. V. Bailey 

State of Mississippi
Madison County

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named M. V. Bailey 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 14th day of March AD 1846.

J. S. Jeffrey Clerk
By A. H. Hutchins DC.

J. R. Powell
J. Weed
R. W. Dufey

Filed for Record March 24th AD 1846 at 12 M.
Recorded May 2nd AD 1846.

This Indenture made and entered into this the 28th day of August AD 1841. between J. R. Powell party of the first part, and R. W. Dufey party of the second part, witness eth. that for and in consideration of the sum of \$4500⁰⁰ Forty five hundred Dollars to be paid by the said R. W. Dufey to J. R. Powell as evidenced by his three promissory notes payable from R. W. Dufey to J. R. Powell or bearer and bearing eight per cent interest from date, the first due January the 1st 1842, the second of \$1500⁰⁰ fifteen hundred dollars due Jan. 1st 1843, and the third of the same amount as the first and second to wit: \$1500⁰⁰ due Jan 1st 1844. Now therefore the said J. R. Powell, bargains, sells, alien and conveys and by these presents hath bargained, sold aliened and conveyed certain lands lying in Madison County State of Mississippi to wit: S 1/2 of E 1/2 of N. E 1/4 & N 1/2 of N E 1/4. & S E 1/4 of sec 12. & N 1/2 of N E 1/4 Sec. 13. & N 1/2 of E 1/2 of N E 1/4 Sec 14. T. 8. R. 2 East. Small 400 acres unto R. W. Dufey to have and to hold unto himself and his heirs forever, and moreover the said J. R. Powell. Covenants in the name of himself his heirs and executor to warrant defend the title to said lands unto the said R. W. Dufey his heirs and executor against all whomever shall attack it. Nevertheless the said J. R. Powell reserves unto himself or unto whomever shall be the bearer of said notes a lien upon said lands above described for the faithful payment of said notes.

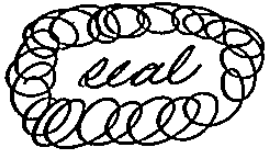
In testimony of which we affix our hands and seals this the 28th day of August 1841.

J. R. Powell

State of Mississippi
County of Madison

This day personally appeared before me

George Harvey Mayor of the City of Canton and Ex officio Justice of the Peace in and for said County & State. J. R. Powell who acknowledges that he signed, sealed and delivered the foregoing deed in the day and year therein named as his own act and deed.



Witness my hand and seal of office this August 28th 1871.

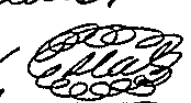
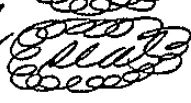
George Harvey
Mayor and J. R.

Jesse R. Powell } Filed for Record March 24th AD 1876 at 1 P.M.
Do's Deed } Recorded May 2nd AD 1876
Mary J. Childress }

This Indenture made this the day of October AD 1869 by & between Jesse R. Powell and A. L. Couch of the first part, and Mary J. Childress of the second part. Witnesseth, that for and in consideration of the sum of Forty Five hundred Dollars to be paid by the party of the second part unto the parties of the first part in the following order and installments to wit: Two thousand on the first day of January next AD 1870, and Twelve hundred & fifty Dollars on the first day of January AD 1871, and the like sum of Twelve hundred & fifty on the first day of January AD 1872 as is witnessed by three several promissory notes bearing even date with this Indenture and payable to the said parties of the first part or bearer on the first day of January AD 1870, and the second on the first day of January AD 1871, and the third on the first day of January AD 1872, the two last notes to bear interest from the first day of January AD 1870, at the rate of eight per cent per annum, the parties of the first part have this day bargained sold aliened & conveyed and do by these presents bargain sell and convey unto the party of the second part, his heirs and assigns an undivided one half interest in the following tract or parcel of ground, situated in Madison County, & State of Mississippi described as follows to wit: Lot No 1, Sec. 17, all of Sec. 16, $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{2}$ and $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{2}$ Sec 21, $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ and $\frac{1}{2}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ Sec 25 all in Township 9 Range One West, making (1200) acres more or less. To have and to hold the said undivided

one half interest in and to said lands unto the said party of the second part, his heirs and assigns forever free from all claims of the party of first part. And the parties of the first part to secure the payment of the said several notes do hereby retain a vendors lien upon said lands so sold and for which these notes were given until the same is paid and canceled. And the parties of the first part do covenant to warrant and defend the title to the said lands unto the said party of the second part, his heirs and assigns, against the title claim of all persons whomsoever, and if the said parties of the first part should assign or vendore said notes to a third party it is understood that they carry with them the vendors lien reserved in this deed for the payment of the same.

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

J. R. Powell 
 A. L. Couch 

The State of Mississippi }
 County of Madison }

Personally appeared before me C. S. Jeffrey Clerk of the Probate Court of said County - Jesse R. Powell and A. L. Couch who acknowledged that they signed, sealed and delivered the foregoing Deed on the day and year therein named as their own act and deed.



Given under my hand and seal this 15th day of October AD 1869

C. S. Jeffrey Clerk

between the fifth & sixth lines on second page, the words (an undivided one half interest in) were inserted before the signing and delivery of the deed, by the parties hereto.

J. R. Powell }
 To } Deed
 J. W. Childress }
 and J. B. Russell }

Filed for Record March 24th AD 1876, at 1 P.M.
 -- Recorded May 2nd AD 1876.

This Indenture made and entered into this the 29th day of October AD 1869 by and between J. R. Powell of the County of Madison, State of Mississippi of the first part, and John W. Childress and J. B. Russell of the second part, all of the County of Madison, State of Mississippi. Witness that the

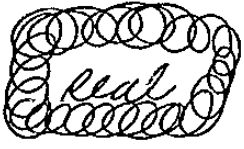
party of the first part for and in consideration of the sum of fifty five hundred dollars to be paid by the parties of the second part unto the party of the first part in the following manner and instalments to wit: Two thousand dollars on the first day of January next 1840. and Twelve hundred and fifty dollars on the first day of January 1841. and the like sum of Twelve hundred and fifty dollars on the first day of January 1842. as if evidenced by three several promissory notes bearing interest at the rate of eight percent per annum from the first day of January 1840. until paid and bearing even date with this instrument. payable to J. R. Powell or bearer on the days set forth above. the said Jesse R. Powell in consideration of the premises has this day bargained, granted, sold and aliened and do by these presents bargain sell and convey unto the said parties of the second part an undivided One half interest in and to the following lands lying and being in the County & State aforesaid and described as follows to wit: Lot No 1, containing sixty five acres. Section Seven ten all of Section sixteen $\frac{1}{2}$ of $N\frac{1}{2}$ & $N\frac{1}{2}$ of $E\frac{1}{2}$ & $N\frac{1}{2}$ of $E\frac{1}{2}$ of $E\frac{1}{2}$ Section 21 & $N\frac{1}{2}$ of $E\frac{1}{2}$ of $NW\frac{1}{4}$ and $N\frac{1}{2}$ of $N\frac{1}{2}$ of $NE\frac{1}{4}$ and $N\frac{1}{2}$ of $N\frac{1}{2}$ of $E\frac{1}{2}$ of $NE\frac{1}{4}$ Section 25. all in Township 9 Range One West. containing 1200 acres more or less. Do have and to hold the said undivided one half interest in and to said lands unto the parties of the second part their heirs and assigns forever free from all claim of the party of the first part. and the party of the first part to secure the payment of the said several notes do hereby retain a vendors lien upon said lands so sold and for which their notes was given until the same is paid and canceled, and the parties of the first part do covenant to warrant and defend the title to the said lands unto the parties of the second part. their heirs and assigns against the title claim of all persons whomsoever and if the said party of the first part should assign or endorse said notes to a third party it is understood they carry with them the vendors lien reserved in this deed for the payment of the same.

In testimony whereof I have this day and year above written set my hand and seal.

J. R. Powell 

The State of Mississippi }
Madison County }

Personally appeared before me C. S. Jeffrey
Clerk of the Chancery Court of said County, J. R. Powell who
acknowledged he signed sealed and delivered the foregoing deed
as his act and deed and for purposes therein specified,
Given under my hand and seal of said Court this
12th day of November AD 1846.



C. S. Jeffrey Clerk
By Scott Field D.C.

✓ N. W. Payne

vs Deed

D. G. Rowland and

Jane Rowland

Filed for Record March 27th AD 1846 at 11 am.
Recorded May 27th AD 1846.

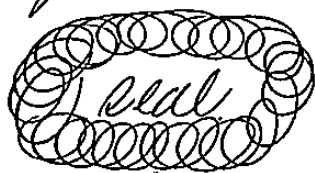
State of Mississippi, County of Madison
This indenture made and entered into between N. W. Payne
of the first part, and D. G. Rowland and Jane Rowland of
the second part, Witnesseth that in consideration of the sum
of Two hundred dollars in hand paid, that said party of the
first part doth hereby grant bargain, sell, alien and convey to
the said party of the second part, the following real estate in
said County and State to wit: twenty acres less a strip two
rods wide off of the north side, the line to commence at a
point in the line between east and west half of the west half
of the South West part, section twenty three and two rods south
of the line dividing the north half, from the south half of the
section twenty three, thence to run South Seventy eight rods,
thence east forty rods thence north seventy eight rods thence
west forty rods to place of beginning all in section twenty
three Township ten range two east. To have and to hold the
real estate above described with all and singular the appur-
tenances to the same, belonging unto the said party of the second
part, their heirs and assigns forever, hereby covenanting to war-
rant and forever defend the title to the same, against the claims
of any person or persons whomsoever.

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

N. W. Payne Seal

State of Mississippi } ss.
Madison County }

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



Given under my hand and Official Seal, at Office, this 10th day of Decr. AD 1846.
C. S. Jeffrey Clerk
By W. R. C. Penwell Secy

Henry C. Jackson } Filed for Record March 24th AD 1846 at 9 a.m.
Do. Deed } Recorded May 2nd AD 1846
W. W. Miles }

This Indenture made and entered into this the twenty first day December Eighteen hundred twenty five, by and between Cornelia Miles Jackson and Henry C. Jackson her husband, parties of the first part and W. W. Miles party of the second part, all of Madison County, State of Mississippi, Witnesseth: that the parties of the first part for and in consideration of the sum of Three Hundred Thirty Three & 3/100 (333.33) Dollars, in lawful money paid by said party of the second part, receipt of which is hereby acknowledged before the sealing and delivery of these presents and for the further consideration of two promissory Notes of this day and date, one for the sum of Three Hundred thirty three & 3/100 Dollars due and payable on the 20th day of Decr. Eighteen hundred and twenty six with ten per cent interest from date, the second note for the same amount and of same day and date, but payable on the 20th day of December Eighteen hundred and twenty seven being twenty four months from, with ten per cent interest until paid, have granted, bargained & sold, & by these presents do hereby grant, bargain, sell and convey unto said party of the second part, a certain tract or parcel of land situated and lying in Madison County, State of Mississippi described as follows, An undivided half interest of Lot 6. Sec 33. T 9 R. 2 N. N 1/2 Lot 4. Sec 4. T 8. R 2 N. Lot 3. 2. 6. 7. 8 N 1/2 of S N 1/4 Sec 3. T 8. R. 2 N. N 1/2 NE 1/4 Sec 9 T 8

A 2^d W. N 1/2 of E 1/2 N 1/4 Sec 9. T 8 R 2 N. Containing Three hundred Forty acres more or less and more particularly known as one fourth interest of the original homestead Plantation of A. P. Miles deceased together with the absolute right, title use & ownership of the kin House & fixture originally belonging to said plantation to the extent of one fourth interest in the same. To have and to hold, to said party of the second part, his heirs assigns or the Assignees under them in fee simple forever and the parties of the first part for themselves their heirs hereby warrant & defend the title of the same to said party of the second part, against themselves and all persons, whatsoever.

In testimony whereof the parties of the first part hereto sign their names & affix their seals, the day & date first above written.

H. C. Jackson 
 C. C. Jackson 

The State of Mississippi }
 Yazoo County }

Personally appeared before me Justice O. Bell a Justice of the Peace in and for said County the within named H. C. Jackson who acknowledged that he signed sealed and delivered the foregoing Deed of Conveyance on the day and year therein mentioned as his act and deed. Also appeared C. C. Jackson wife of said H. C. Jackson who after being examined privately and apart from her said husband, acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act, and freely and for the purpose therein specified, without any fear, threat or compulsion of her said husband.

Given under my hand and seal this 20th of Dec. 1875.

Justice O. Bell J. 

Hugh W. Lawson } Filed for Record March 27th AD 1876 at 11 am.
 D's Deed } Recorded May 2nd AD 1876
 James A. Turk }

This Quitclaim deed executed by Hugh W. Lawson Lawson to James A. Turk both of the County of Madison and State of Mississippi, Witnesseth, that in consideration of Fifty Dollars paid, and the conveyance of other property the said

Lawson has revised. released and forever quitted claim and doth hereby bargain and sell alien and convey. remise release and forever quit claim unto the said James A. Purse his heirs and assigns forever. that land in said County and State described as the North half of the East half of the North West fourth of section Twenty Five Township Nine of Range two East. with all its improvements and appurtenances.

Witness the hand and seal of the said Hugh W. Lawson this the 27th day of March A.D. 1876.
H. W. Lawson

State of Mississippi }
Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named H. W. Lawson 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 27th day of March A.D. 1876.
C. S. Jeffrey Clerk

Wm. B. Cunningham }
Ex. Deed of Release }
Elias Turner wife }

Filed for Record May 3rd A.D. 1876 at 9 A.M.
Recorded 3rd day of May 1876.

I, William B. Cunningham of the County of Madison and State of Mississippi for myself, my heirs, Executors, Administrators and assigns for and in consideration of One Dollar and for other good and valuable considerations the receipt whereof is hereby acknowledged, do hereby grant bargain, remise, release, quit claim and discharge unto Elias Turner & Helen L. Turner his wife of Chicago, Illinois all the right, title, interest claim or demand whatsoever I may have acquired in, through or by a certain Deed in Trust, executed by said Turner wife to C. J. Robt Trustee bearing date November 15th 1875. and recorded in the office of the Clerk of the Chancery Court of Madison County, Miss. in Book "H. 26" p. 333. to a part of the premises therein described as follows viz: The North East Quarter of Section 27. Township 8. Range 2 East. containing one hundred and sixty acres (160) of land together with all the appurtenances, buildings, privileges thereunto belonging or appertaining. said Deed Trust to remain unchanged except as to said 160 acres.

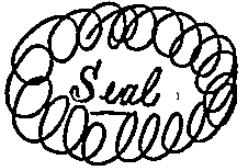
Witness my hand and Seal this

First day of May AD 1846.

William B. Cunningham. 

State of Mississippi }
Madison County. } ss

Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named Wm B. Cunningham 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 3rd day of May: AD. 1846.
C. S. Jeffrey
Clerk.

Hugh W. Lawson }
Do } Deed
Emma L. Turk }

Filed for Record March 27th AD 1846 at 11 am.
Recorded May 3rd AD 1846

This Quit Claim Deed, executed by Hugh W. Lawson to Emma L. Turk, both of Madison County, State of Mississippi, Witnesseth: that in consideration of Fifty Dollars paid, and the transfer and conveyance of other property, the said Hugh W. Lawson, has revised, released and forever quitted Claim, and by these presents, doth bargain and sell, alien and convey, revise, release and forever quit Claim unto the said Emma L. Turk that lot of land in the City of Canton in said County and State, described as beginning at the North West corner of the present residence lot of Ruben H. Gould on the East side of Union Street, thence north along the East side of said Union Street One hundred feet, thence East One hundred and Eighty Eight feet, thence South One hundred feet, to the Northern boundary of said Gould's lot, thence West One hundred and eighty eight feet to the beginning, To have and to hold the said lot of land with all its buildings, improvements and appurtenances, unto the said Emma L. Turk and her heirs and assigns forever.

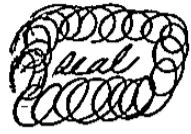
Witness the hand and seal of the said Hugh W. Lawson hereto set this the 27th day of March AD 1846.

H. W. Lawson 

State of Mississippi }
Madison County. } ss

Personally appeared before the undersigned

Clerk of the Chancery Court of said County the within named
 H. W. Lawson 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 Clinton, this 27th day of March A.D. 1846.
 C. S. Jeffrey Clerk

Thomas Williams
 Do Deed of Trust
 A. B. Thomas Trustee
 Do secure
 C. L. Thomas

Filed for Record March 28th A.D. 1846 at 9 a.m.
 Recorded May 3rd A.D. 1846

Merchants Deed of Trust

This Deed of Trust made this 22nd day of
 March A.D. 1846. Witnesseth: that whereas, Thomas Williams
 party of the first part is indebted to C. L. Thomas in the sum
 of One hundred & thirty five Dollars, on a certain promissory note
 bearing even date & tenor with this Deed of Trust, and whereas
 said party of the first part agreed to secure the payment of said
 sum, as also any further amounts that may be advanced as
 aforesaid and not mentioned herein, that the party of the first part
 in consideration of the premises as well as for ten dollars to him
 paid by A. B. Thomas Trustee; does hereby bargain, sell and con-
 vey to said Trustee the property being in Hinds County, Miss-
 issippi, and described as follows, his entire crop & that of
 his Wife to be made this year A.D. 1846, of Cotton & Corn raised
 on the Shumway Place Madison County Mississippi also two
 cows & calves two heifers three sheep & four goats & one col-
 or mare, 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 1st day of
 November 1846, pay what may be due said C. L. Thomas as
 aforesaid, and all costs incurred on account of this deed, then
 this deed to be void, but if default is made in said paymen-
 ents, 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 Clinton Hinds
 Co. sell said property or a sufficiency thereof, to make said
 payments, for cash, at public auction, at Clinton Hinds Coun-
 ty, And said C. L. Thomas or his legal representatives, can.

at any time he may desire, appoint a trustee in the place of A. D. Thomas 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 divauded by the trustee for either of the purposes as aforesaid, said party of first part can hold the same.

In testimony whereof, said Thomas Williams has hereunto set his hand and seal, on the date above written,

Thomas ^{his} Williams 

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 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 22nd day of March A.D. 1846.

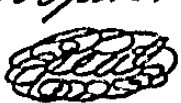
G. M. Lewis J. P. 

Horace Easton
To } Deed of Trust
A. W. Lacy Trustee
To secure
J. E. Richardson & Co.

Filed for Record March 28th A.D. 1846 at 9 am.
Recorded May 3rd A.D. 1846

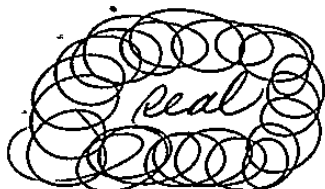
"Merchants Deed of Trust"
This Deed of Trust made this 11 day of March A.D. 1846. Witnesseth that whereas, Horace Easton of Madison County party of the first part is indebted to J. E. Richardson & Co. of Jackson in the sum of Twenty eight \$28.00 Dollars, on his note for that amount dated herewith payable 1st November 1846, and whereas, said party of first part expects said J. E. Richardson & Co. to advance him One hundred dollars and not to exceed One hundred and fifty dollars in money, supplies, and merchandise during the year 1846, and whereas said party of the first part agreed to secure the payment of said sum as also any further amounts that may be advanced as aforesaid and not mentioned herein, that the party of the first part, in consideration of the premises as well as for ten dollars to him paid by A. W. Lacy Trustee, doth hereby bargain sell and convey

to said Trustee the property being in Madison County, Mississippi and described as follows: One Sorrel Horse Mule named "Jerry" aged 9 years all farming implements, also the entire crop of Cotton, Corn and other agricultural products to be raised by him and his hands and employes during the year 1876, on what is known as the Cottage 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 first day of November, 1876, 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 representative, can, at any time, they may desire, appoint a trustee in the place of A. B. 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 aforesaid, said part of first part can hold the same.

In testimony whereof, said Horace Easton hath hereto set his hand and seal, on the date above written,
 Horace^{his} Easton 
 mark.

The State of Mississippi } ss.

Winds County } This day personally appeared before me, the undersigned Chauncy Clerk of Winds County, Horace Easton 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
 11th day of March AD 1876.

W. J. Rattiffe Chy. Clk.
 for R. Barnau & Co.

E. A. Taylor and
Isaac Harris
To: Deed of Trust
Stephen Hart Trustee
To secure S. Dreyfus

Filed for Record March 28th AD 1846 at 9 am.
Recorded May 3rd AD 1846.

"Merchants Deed of Trust"

This Deed of Trust, made this 20th day of March AD 1846. Witnesseth: that Whereas E. A. Taylor and Isaac Harris of Madison County, State of Mississippi Farmers parties of the first part, is indebted to S. Dreyfus of Jackson Mississippi Merchant in the sum of - Dollars, on account for supplies, and Whereas said parties of first part expect said S. Dreyfus to advance Seventy Five Dollars, money, supplies and merchandize during the year 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 P. Hart Trustee, does hereby bargain sell and convey to said Trustee, the property being in Madison County, Mississippi, and described as follows: One Mouse Colored Mule about 8 years old, One bay pony about 8 years old, this part of a two horse wagon, also their entire crops of cotton, Corn & all other agricultural products raised by them on the yellow place in Madison County State aforesaid during the year 1846. 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 first day of October, 1846, pay what may be due said S. 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 advertising in some paper published in Madison Co. State aforesaid, sell said property or a sufficiency thereof, to make said payments for cash, at public Auction at City Hall Jackson and said Solomon Dreyfus or his legal representatives, can, at any time he may desire, appoint a trustee in the place of said Philip 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 parties of first part can hold the same.

In testimony whereof, said E. N. Taylor and Jehaw Harris hath hereto set their hands and seal, on the date above written.

E. N. Taylor 
Jehaw Harris 

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, E. N. Taylor & Jehaw Harris 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 23rd day of March A.D. 1846.

J. W. Boyd 


W. J. Mosby
Dor Deed
C. S. Priestly
and J. J. Alworth }

Filed for Record March 29 A.D. 1846 at 12 M
Recorded May 4th A.D. 1846.

This Deed made this 27th day of March A.D. 1846, by and between W. J. Mosby party of the first part and C. S. Priestly and J. J. Alworth, under the firm style of Priestly & Alworth parties of the second part all of the County of Madison & State of Mississippi, witnesseth: that for and in consideration of the sum of Ten dollars in hand paid by the said parties of the second part to the said party of the 1st part, the receipt of which is hereby acknowledged the said party of the first part doth by these presents bargain sell and quitclaim unto the said parties of the second part, their heirs and assigns a certain parcel of land, lying and being in the County & State aforesaid and more particularly described as follows, to wit: all that part or parcel of land, belonging to what is known as the "Pricer Place" lying and being at and within the forks of the Beatie's Bluff and Jackson roads about three miles west of the City of Natchez

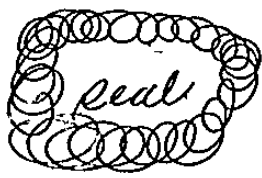
Containing three acres more or less. To have and to hold the same unto the said parties of the second part their heirs and assigns so long as the said parcel of land shall be held and occupied as a site for machinery used for ginning Cotton, grinding grain and other purposes, and whenever it shall cease to be held and occupied as a site for machinery, used for the purpose aforesaid or whenever there shall be erected thereon any structure used for selling goods or merchandise, or whenever the premises shall be made or become a place for the sale of goods or merchandise the said parcel of land shall revert to the said party of the first part his heirs and assigns and all interest in and title to said parcel of land hereby conveyed to said parties of the second part shall be and become absolutely null and void.

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

the words "part" and "to" inserted before signature
 W. J. Mosby 

State of Mississippi } ss.
 Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named W. J. Mosby 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 29th day of March AD 1846.

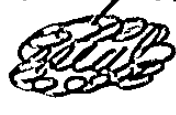
C. S. Jeffrey Clerk
 By C. H. Luitwiler d.c.

J. M. Harvey } Filed for Record March 30th AD 1846 at 1 P.M.
 To } Assignment } Recorded May 4th AD 1846.
 J. R. Powell } Assignee }

This Assignment made this the 30th day March AD 1846, by J. M. Harvey to J. R. Powell his assignee for the general benefit of all his creditors without preference. Witnesseth that whereas the said J. M. Harvey finds himself involved in his business and being unable to meet his liabilities and

and believing that justice to his creditors demands a delivery of their assets for the benefit of their creditors, now therefore in consideration of the premises and the further sum of ten dollars in hand paid, receipt whereof is hereby acknowledged the said J. M. Harvey sells assigns and transfers & delivers unto the said J. R. Powell as assignee for the benefit of all his creditors all his stock in trade of every kind and nature including Dry Goods, Groceries, Hardware & such as are generally kept in ordinary Dry Goods Store in Canton, also his books and accounts and every species of indebtedness due and owing to him, the amount and nature of which will fully appear from the schedule herewith filed and which is made a part of this assignment, said assets aggregating the sum of Three Thousand Seven hundred & fifty $6\frac{1}{100}$ Dollars and his liabilities the sum of Three thousand two hundred sixteen $5\frac{1}{100}$ dollars And the said J. M. Harvey believing it will redound to the interest of all the creditors to invest his assignee with full powers as to the sale of said goods hereby authorize their said assignee to sell at public or private sale as in his judgment he shall deem for the best interest of all the creditors and in relation thereto to do and perform any and every act which will advance the interest of said creditors of J. M. Harvey also to collect all moneys that may due said J. M. Harvey in any manner which he may think proper for interest of creditors and to distribute the proceeds of said sale & collections pro-rata among his creditors according to their respective amounts and finally the said J. M. Harvey hereby empowers the said J. R. Powell assignee to do and perform all acts which he himself could do in relation to said property for the best interest of all the creditors. And we further empower our assignee to pay to Robt Powell our attorney a reasonable compensation for his services for advice and the drawing of this instrument of assignment.

In testimony whereof I have hereunto set my hand and seal this the 30th day March AD 1846.

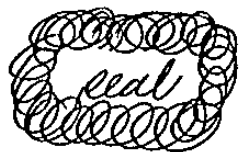
J. M. Harvey 

I accept the position of Assignee

J. R. Powell 

State of Mississippi }
Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court of said County the within named J. M. Harvey 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 30th day of March A.D. 1846.

O. S. Jeffrey Clerk
By O. W. Lütweiler D.C.

Resources and Liabilities of J. M. Harvey

<u>Assets</u>		
To Am't of Stock on hand		3424 14
Personal of		
A. J. Bradford		22 00
W. B. Cunningham		4 50
		<u>3450 64</u>
<u>Liabilities</u>		
J. P. Harrison Jr & Co.		350 00
M. M. Batchelor		1750 00
Griggs Payne & Co.		42 16
Sam'l L. Boyd & Co.		226 34
Peter Kuhl		134 80
Loeb Guibel & Simon		94 48
J. W. Adden & Co		316 80
Schmidt and Zigler		204 00
John Livelar & Co.		30 00
L. Schneider		15 00
Masonic Lodge for Rent		50 00
		<u>\$ 3216 58</u>

Robert Jack } Filed for Record March 30th A.D. 1846 at 9 am.
D's Deed of Trust } Recorded May 14th A.D. 1846.
O. A. Ewing }

This Deed of Trust made and entered into this 23rd day of February A.D. 1846. by and between Robert Jack party of the first part J. C. Cameron Senior of the second part, and O. A. Ewing party of the third part all of the County of Madison and

State of Mississippi, Witnesseth: that whereas the said party of the first part has this day rented of the said party of the third part, one mule and sixty acres of land, on what is known as the Galbreath plantation, said land lying near R. E. Sawhorne, for and during the year 1846. And whereas said party of the first part has agreed to pay said party of the third part twenty five dollars for the use of said mule, and one fourth of all the crops of cotton, corn, peas, potatoes &c. to be raised by him and his employees during said year and has agreed to raise the above mentioned kinds of crops, and whereas the said party of the third part has agreed to advance to said party of the first part, necessaries and supplies to an amount not exceeding Sixty Dollars, which said indebtedness is evidenced by a certain promissory note of the first party, payable to the said party of the third part on the 24th day of December A.D. 1846, of even date and tenor with this instrument, and whereas the said party of the first part is desirous of securing the prompt payment of said indebtedness at maturity, Now this deed, witnesseth: that said party of the first part, for and in consideration of the sum of Ten dollars to him in hand paid by the said party of the second part: the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and do hereby grant, sell, alien and convey unto the said party of the second part his heirs and assigns forever the following property to wit: all the crops of Cotton, Corn, potatoes, and peas, &c. and all other crops to be raised by the said party of the first part and his employees during the year 1846, on the above mentioned land or any other. In trust nevertheless and for the following purposes and none other 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 the said party of the second part, at the request of the said party of the third part, after giving ten days notice by posting in three public places in Madison County, to proceed to sell at Madison Station, at public auction for cash to the highest bidder the above mentioned crops or a sufficiency thereof to pay said note and costs of executing this trust and pay the balance if any there be to said party of the first part, but should said party of the first part pay

said note at maturity, then this deed to be void, otherwise to remain in full force and effect, and it is further agreed that if the said J. C. Cameron Senior trustee aforesaid, shall from any cause become unable or unwilling to execute this deed of trust, then it shall be lawful for the said party of the third part, his executors, administrators or assigns under their hands and seals to appoint another trustee in the place of the said J. C. Cameron Senior, with full power to execute the same according to its terms and whose actings and doings shall be as binding as if done by the said J. C. Cameron Sr. trustee.


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

Robert ^{his} Jack 

The State of Mississippi }
Madison County }

This day personally appeared before the undersigned a Justice of the Peace in and for said County the within named Robert Jack who acknowledged that he signed sealed and delivered the foregoing Deed of Trust as his act and deed on the day and year therein named.

Given under my hand and seal this the 23rd day of February A.D. 1846.


R. C. Andrews 
Justice of the Peace

Anderson Macey } Filed for Record March 30th A.D. 1846. at 9 a.m.
D. } Deed of Trust } Recorded May 4th A.D. 1846.
A. A. C. Neville }
Prosecure } Trustee }
Moore & Co }
Moore & Co }

This Deed of Trust and Agreement, made 22nd day of March A.D. 1846. Witnesseth: that whereas Anderson Macey of Madison County, Mississippi party of the first part is indebted to Moore & Co. in the sum of One hundred dollars on his note of said amount, and whereas, said party of the first part expect said Moore & Co. to advance him money, supplies and

merchandise during the year 1846. and whereas, said party agree 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 H. A. G. Neville Trustee, does hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi and described as follows: Two horses, One Mare abt. 10 years old. One horse about three years old, and his entire crop of Cotton, Corn and all other products raised by him this year this being my only mortgage or deed of trust, the title to which unto said Trustee or any successor, we warrant and agree forever to defend. In trust, however, that if said party shall, on or before the 15th day of October 1846, pay what may be due said Moore & 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 then having given ten days notice of the time, place and terms of sale by posting three hand bills sell said remaining property, or a sufficiency thereof to make said payments, for cash, at public Auction, at such place as he may select, and said Moore & Co. or their legal representative can at any time they may desire, appoint a Trustee in place of said Neville 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 Massey has hereunto set hand and seal.

Auderson ^{his} Massey 
mark

The State of Mississippi }
County }

Personally appeared before me, B. L. Nowell Justice of the Peace in and for said County the within named Auderson Massey who severally acknowledged that he signed, sealed and delivered the foregoing Deed of Trust and agreement, and at the time therein named, as his act and deed.

Given under my hand and seal of office, this 22nd day of March A.D. 1846.

B. L. Nowell J. P. 

Calvin Rose }
To } Trust Deed
George Eldridge }
Trustee }
Schrock & Sons }

Filed for Record March 30th A.D. 1846. at 9 am.
Recorded May 4th A.D. 1846.

This Deed of Trust and agreement made this 16th day of March 1846. Witnesseth: that whereas Calvin Rose party of the first part is indebted to Schrock & Sons in the sum of Fifteen ²⁶/₁₀₀ Dollars as evidenced by a promissory note dated March 16th 1845. due one day after date with 10% interest Jan'y 1/46. and whereas said party of the first part. expects said Schrock & Sons to advance him supplies and merchandise during the year 1846 not to exceed the amount of Seventy five dollars and whereas said party of first part. 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 the sum of ten dollars to him paid by George Eldridge Trustee does hereby bargain sell and convey to said trustee the property being in Madison County. State of Mississippi, and described as follows: all of his stock of horses, mules, cattle, Hogs, Agricultural implements, as well as all of the entire crop of Corn, Cotton Fodder, and all else he may raise, make or control, on the place he now resides 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 first party shall on or before the 15th day of October 1846. pay what may be due said Schrock & Sons, 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, 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 of Madison, sell said remaining property or a sufficiency thereof to make said payments, for cash at public Auction, at his place of residence, and said Schrock & Sons, or their legal representatives, can at any time they may desire appoint a trustee in place of said Geo. Eldridge

CANCELED
See 14/82 Schrock & Sons

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 Calvin Rose, Shrock and Bone and Geo. Eldridge have hereunto set their hands and seals.

Witness J. N. Jones
Samuel Carson

Calvin ^{his} Rose
George Eldridge
Shrock and Bone

The State of Mississippi }
Madison County }

Personally appeared before the undersigned Justice of the Peace of said County the within named J. N. Jones one of the subscribing witnesses to the foregoing Deed of Trust, who being by me duly sworn deponeth and saith that he saw the within named Calvin Rose sign, seal and deliver the same to George Eldridge Trustee, that he this deponent subscribed his name as a Witness thereto in the presence of the said Calvin Rose, and that he saw the other subscribing witness sign the same in the presence of the said Calvin Rose 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 25th day of March AD 1846.
Saul Milton J. P.

John Calhoun }
No. 2 Quit Claim Deed }
S. S. Calhoun }

Filed for Record March 30th AD 1846 at 9 a.m.
Recorded May 4th AD 1846.

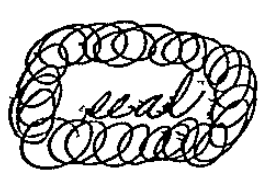
In consideration of Three Hundred Dollars paid me by S. S. Calhoun of Madison County, Mississippi, and his note for Seven hundred dollars of this date, payable to me or order with interest at the rate of Ten per centum per annum, on January 1st 1847 said interest running from the date of said note, and to secure the payment of which

Satisfied by authority of Jno. Balhorn's books attached
of Printing U.S.
June 10th 1893

note, a lien is hereby expressly reserved on all the property here-
inafter conveyed. I have sold and conveyed, and do hereby sell
and convey remise, release and forever quit claims unto the said
S. S. Balhorn and his heirs forever that land ~~lying~~ in
and partly adjoining to
in said County and sta-
Addition to Canton and
said County and also
and Sumner Street of
North of said "Addition" an-
tentive herein to convey to
third interest in and to a
mixed, pertaining to the
Balhorn, deceased, and
lying in said County.
Witness my

State of Mississippi } ss.
Madison County }

John Balhorn who actua-
delivered the foregoing Deed
act and deed.



Given under my hand and official seal, at office
in Canton this 30th day of March A.D. 1846.

O. S. J. Clerk
By W. R. C. DeWitt D.C.

Chancery Clerk,
Canton, Miss.
Sir:
Please mark satisfied the vendor's lien in my favor for
\$700 against S. S. Balhorn, as to the homestead property south
of Canton, as the same has been long since paid.
Very truly yours,
John Balhorn


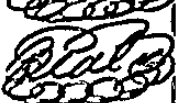
Holly Springs, Miss. June 9, 1893

W. R. Dulaney and Wife }
Do's Deed }
Margaret St. Clair Dulaney }
Mary Elizabeth Dulaney }
Louisa B. Dulaney }

Filed for Record March 30th A.D. 1846. at 1 P.M.
Recorded May 4th A.D. 1846

State of Mississippi, Madison County.
This indenture made and entered into this 5th day November
1845 A.D. between W. R. Dulaney and Bettie Dulaney his wife of
the first part and Margaret St. Clair Dulaney, Mary Elizabeth Du-
laney and Louisa B. Dulaney of the second part, and County
and State above mentioned. Witnesseth that the parties of the

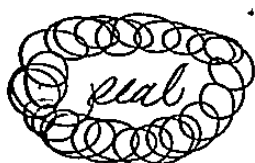
first part for and in consideration of the sum of One hundred dol-
 lars secured to them to be paid at and before the sealing and
 delivering hereof. the receipt whereof is acknowledged have bar-
 gained, granted, sold aliened, infeoffed, released, conveyed,
 and confirmed with party of the second part and with their
 heirs and assigns the following described tracts or parcels of
 land, to wit: $\frac{1}{2}$ Sec 33. T^y. R 1 E. also $\frac{1}{2}$ of $\frac{1}{2}$ Sec
 34 T^y R. 1 East. To have and to hold the said tract or
 parcels of land together with all and regular appurte-
 nances thereunto belonging or in anywise appertaining unto
 the said Margaret St. Clair Dulaney, Mary Elizabeth Du-
 laney, Louvague G. Dulaney their heirs and assigns
 in fee simple forever, and the said parties of the first
 part for themselves their heirs and assigns that they
 will forever warrant and defend the title to the said
 tract or parcels of land against the claim or claims of all
 and every person or persons whatever.

In testimony whereof the parties of the first
 part have hereunto set their hand and affi-
 ed their seals on the day and year herein expressed.
 Wm P. Dulaney 
 Bettie Dulaney 

State of Mississippi }
 Hinds County }

This day personally came before me Murray
 Peyton Chauncy Clk. W. P. Dulaney who acknowledged that
 he signed, sealed and delivered the foregoing deed on the day
 and year and for the purpose therein mentioned as his own
 act and deed. also at the same time came Bettie Dulaney
 Wife of the said William P. Dulaney who on being examined
 by me privately, separate and apart from her said husband
 acknowledged, that she signed sealed and delivered the fore-
 going deed on the day and year, and for the purpose there-
 in expressed, freely without any fear, threats or compulsion
 on the part of her said husband, as her own voluntary act and
 deed.

Given under my hand and seal this the 8th day of Nov 1875.
 Murray Peyton Clk.
 By A. S. Moore S.C.





W. P. Dulaney } Filed for Record March 30th A.D. 1846 at 1 P.M.
 And Wife } Recorded May 5th A.D. 1846
 To's Deed }
 Georgiaus Catchings }

State of Mississippi, Madison County.

This Indenture made and entered into this 3rd day November A.D. 1845, between W. P. Dulaney and Bettie Dulaney his wife of the first part and Georgiaus Catchings of the second part and County and State; above mentioned, Witnesseth: that the parties of the first part for and in consideration of the sum of Five hundred Dollars secured to them to be paid at and before the sealing and delivering hereof the receipt whereof is acknowledged, have bargained granted sold, aliened, infeoffed, released, conveyed and confirmed with party of the second part and with her heirs and assigns the following described tracts or parcels of land, to wit: $\frac{1}{2}$ $N\frac{1}{2}$ $NW\frac{1}{4}$ and West $\frac{1}{2}$ $N\frac{1}{2}$ $NE\frac{1}{4}$ Sec 20 T 7 R 1 E, except ten acres off of $N\frac{1}{2}$ $N\frac{1}{2}$ $NE\frac{1}{4}$ Section 20 T 7 R 1 E, making Seventy acres, also 30 off of $S\frac{1}{2}$ $E\frac{1}{2}$, $E\frac{1}{2}$ $NW\frac{1}{4}$ and ten acres off of $N\frac{1}{2}$ $E\frac{1}{2}$ $E\frac{1}{2}$ $NW\frac{1}{4}$ making forty acres, lying on the west side of the Livingston and Jackson road opposite Dr. W. J. Dulaney's residence, do have and to hold the said tracts or parcels of land together with all and regular appurtenances thereunto belonging or in anywise appertaining unto the said Georgiaus Catchings her heirs and assigns in fee simple forever, and the said parties of the first part, for themselves, their heirs and assigns that they will forever warrant and defend the title to the said tract or parcels of land against the claim or claims of all and every person or persons whatever.

In testimony whereof the parties of the first part have herunto set their hands and affixed their seals on the day and year herein expressed.

W. P. Dulaney 
 Bettie Dulaney 

The State of Mississippi

This day personally came before me Murray Peyton Chy. Clk. William P. Dulaney who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year, and for the purpose therein mentioned as his own act and deed, also at the same time came Bettie Dulaney wife of said William P. Dulaney who on being examined by me private, separate and apart from her said husband,

acknowledged that she signed, sealed and delivered the foregoing deed on the day and year, and for the purpose therein expressed, freely without any fear, threats or compulsion on the part of her said husband, as her own voluntary act and deed
 Given under my hand and seal, this the 8th day of Novr. A.D. 1845.



Murray Peyton Clerk.
 By A. G. Moore D.C.

Jack Fleming and
 Harriet Fleming
 Do Deed of Trust
 Elijah Fleming Trustee
 Do secure
 Schrock and Sons

Filed for Record March 30th A.D. 1846 at 9 a.m.
 Recorded May 5th A.D. 1846.

"Deed of Trust"

This Indenture, made this 25th day of March 1846, between Jack Fleming and his wife Harriet Fleming of Madison County, State of Mississippi, of the first part; and Elijah Fleming party of the second part and Schrock & Sons of Attala County, State of Mississippi parties of the third part: Witnesseth: That whereas, said parties of the first part, are indebted to said parties of the third part in the sum of Seven hundred Twenty-two $21/100$ Dolle. evidenced by a promissory note dated Jan'y. 14th 1846, payable twelve months after date for seven hundred Twenty-two $21/100$ dollars to Schrock & Sons or order with 10% interest after maturity till paid and signed by said parties of the first part, also the further sum of One hundred thirteen $57/100$ Dolle. as evidenced by a promissory note dated Feby 11th 1846, signed by Jack Fleming for the sum of One hundred and thirteen $57/100$ and payable to Schrock & Sons or order and due one day after date with 10% interest from Jan'y 14th 1846. And the said parties of the first part, being desirous, to secure the prompt payment of said indebtedness at its maturity: Now this Indenture witnesseth that said parties of the first part for and in consideration of the sum of ten Dollars to them 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, all the following described property situated in the County of Madison and State of Mississippi, and more particularly designated and described as follows, to wit: the North half of West half of North West quarter, and South half of East half of North West quarter, and North half of East half of South West quarter and North half of West half of South East quarter, West of Indian Boundary Section twenty five, Township Twelve Range four East, said described tract or parcel of land containing One hundred and sixty acres more or less. To have and to hold the above described property forever, and said parties of the first part, for themselves, their heirs, executors and administrators, covenant with said party of the second part, his heirs and assigns, that they are lawfully seized and possessed of the above described property, 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 and purpose, and none other, to wit: should said parties of the first part fail to pay and to 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 part, for either of them, after giving thirty days notice of the time and place of sale in some newspaper, published in Madison County, Miss. to proceed to sell at public Auction, at Landau Madison County State of Mississippi, for cash in hand to the highest bidder, all the above described property, or a sufficiency thereof 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 interest thereon, and the cost of executing this trust, and the balance, if any there be, shall be paid over to said parties of the first part. But should said parties of the first part will 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 Elijah Fleming 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 Shrock, or some their executors, administrators or assigns, under their hands and seals to appoint another Trustee in place of the said Elijah Fleming with full power to execute the same, according to its terms, and whose actings and doings in the premises shall be as binding as if done by the

said Olijah Fleming, Trustee,

In testimony of which, said parties of the first and second parts have herunto set their hands and affixed their seals this day and date first above written.

Jack ^{his} Fleming
Married
Harriet ^{his} Fleming

The State of Mississippi }
Madison County }

This day personally appeared before me the undersigned Justice of the Peace in and for said County the above named Jack Fleming and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust as his voluntary act and deed, on the day and year therein mentioned.

Given under my hand and seal this 25th day of March, 1846.

Samil Milton J. P.

The State of Mississippi }
Madison County }

Personally appeared before the undersigned Justice of the Peace of said County, the within named Harriet Fleming wife of the said Jack Fleming who 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, freely without any fear, threats or compulsion of her said husband.

Given under my hand and seal this the 25th day March AD 1846.

Samil Milton J. P.

In consideration of \$215-45 this day paid being the bal due on within Deed of Trust I herewith acknowledge payment in full this June 2nd 1883

Jacob Loeb Trustee

A. Karpe and Wife }
Do } Deed of Trust
Jacob Loeb Trustee }
Do secure
Ben Wolf Guardian

Filed for Record March 30th AD 1846 at 3 P.M.
Recorded May 5th AD 1846.

State of Mississippi, County of Madison.
This indenture made and executed this 28th day of March 1846, by and between Anchel Karpe and Agad Karpe his Wife, parties of the first part and Ben Wolf Guardian of Rebecca Wolf, party of the second part and Jacob Rob Trustee, party of the third part. Witnesseth: that

whereas the parties of the first part are justly indebted to the parties
 of the second part in the sum of One Thousand Dollars (\$1000)
 for a loan of money, belonging to the said Rebecca, as evidenced by
 their certain promissory note, of even date herewith, and due and pay-
 able on the 28th day of March 1848 or sooner, if the parties of the
 first part shall desire to pay the same, drawing ten per cent inter-
 est from date until paid. Now therefore in consideration of the prom-
 ise & the sum of ten dollars in hand paid, the said parties of
 the first part have granted, bargained and sold, and do by these
 presents grant, bargain, sell, transfer and convey unto the said Jacob
 Loeb Trustee as aforesaid, the following described property, located
 in the City of Canton, County of Madison & State aforesaid Miss.
 & more particularly described as follows viz: Lot No five (5) & 1/2
 of Lot No 6, in square No two (2) according to the original
 Plat of the said City of Canton. To have and to hold unto the
 said Jacob Loeb, his assignee or successor in this trust & his as-
 signee, with all the improvements thereon and appurtenances there-
 unto appertaining, and the said parties of the first part cove-
 nant that said conveyed premises are free and clear of all en-
 cumbrances and that they will warrant the same against the
 claims of all persons whomsoever. The said sale however is on
 the following conditions to wit: if the parties of the first part
 shall well and truly pay said note at its maturity, then this
 obligation shall be void, but if they shall fail or neglect to pay
 the same, when due, then it shall be the duty of the said
 Jacob Loeb, or his successor, to sell the said above conveyed
 property, at public outcry before the door of the Court House
 in said City of Canton, to the highest bidder for cash, after giv-
 ing twenty days notice, by posting on the door of the Court House
 and out of the proceeds of said sale to pay first, all costs in
 executing this trust, second, said note with all accrued interest
 and third, to pay over any balance remaining to said parties
 of the first part. And it is further agreed that if the said
 Jacob Loeb, from death, or any other cause, shall fail to
 execute this trust then the said above named guardian or
 his successor, shall appoint a trustee for said purpose, and
 that said trustee when so appointed, shall have all the powers
 herein confirmed on said Jacob Loeb Trustee as aforesaid.

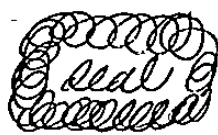
In testimony whereof, we have herewith placed our
 names, and affixed our seals the day & year
 first above written;

I accept the above Trust

A. Karpe
Agad Karpe
Jacob Loeb



State of Mississippi }
Madison County } Personally appeared before me, C. S. Jeffrey
Clerk of the Chancery Court of said County
the within named A. Karpe and Agad Karpe his wife, who
severally acknowledged that they signed, sealed and deliv-
-ed the foregoing and annexed Deed as their own act and
deed. And the said Agad Karpe, 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 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 30th
day of March A.D. 1846.

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

John Lear
Do } Deed of Trust
A. J. Goodloe

Filed for Record March 30th A.D. 1846 at 6 P.M.
Recorded May 5th A.D. 1846

The State of Mississippi, Madison County
Know all Men by these Presents, that John Lear of the County
of Madison, and State of Mississippi, for and in consideration
of the sum of One Dollar Cash, to me in hand paid by Robert
J. Goodloe of the County of Madison and State of Missis-
-sippi; the receipt of which is hereby acknowledged, and for
the further consideration of a certain debt of One Thousand
pounds of Lint Cotton, to be delivered out of the first picking
for the rent of One hundred acres (more or less) of land on the
Burland Plantation, for the year 1846, and which land I
have this day rented from Robert J. Goodloe and due from
me to said Robert J. Goodloe, as witnessed by a written obli-
-gation executed by me, payable to said Robert J. Goodloe
or order, bearing date A. D. 1846, and due A. D. 1846, and for the
additional sum of One hundred & fifty Dollars, as witnessed by
a promissory note executed by me, payable to said Robert J.
Goodloe or order, bearing date, A.D. 1846, and due A.D. 1846 I have

this day granted, bargained and sold, and do by these presents grant
 bargain, sell, convey and deliver to said Robert J. Goodloe all my right
 title and interest in fifty acres (more or less) of corn, to be cultiva-
 ted this year on the Burland Plantation in said County and
 State, and the following described personal property to wit: One
 (1) Bay Mare Mule Fannie of years old. (1) one Small Black Mare
 Mule Pit. To have and to hold unto the said Robert J. Goodloe
 or their legal representative, in trust however, and to secure the
 payment of the above described debts. If the said debts shall not
 have been paid and fully satisfied, together with all the expen-
 ses of this conveyance, on or before the first day of AD 1847, then
 in that event the said Robert J. Goodloe is hereby authorized and
 fully empowered; after five days notice in writing, stuck up
 in five public places in Madison County, State of Mississip-
 pi, to sell said crops, and personal property, at public auction
 for cash in hand, and apply the proceeds of such sale first to
 the payment of expenses incurred by the execution of this con-
 veyance, then to payment of the debts above recited, and if any
 surplus remains after said expenses and debts have been fully paid
 and satisfied, it shall be paid to the said John Gar or order.

Witness my hand and seal, the 22 day of March AD 1846,

John A. Gar 

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
 John A. Gar, and acknowledged that he signed, sealed and deliver-
 ed the foregoing instrument for the purposes therein set forth, as his
 act and Deed, on the day of its date,

Given under my hand and seal, this 22 day of
 March 1846.

R. O. Andrews J. P. 



Robert A. McMurray ^{and} } Filed for Record March 31st AD 1846, at 9 a.m.
 Louisiana McMurray } Recorded May 5th AD 1846.

Do } Deed

Henry Orange ^{and}
 George Adams

State of Mississippi, Madison County,
 This Deed of conveyance made the 20th day
 of December eighteen hundred & twenty five 1845 between -

Robert A. McMurtray and Louisiana McMurtray his wife. Witnesseth: that said Robert A. McMurtray and his wife Louisiana and for and in consideration of the sum of twenty five bales of Cotton weighing 475 lbs. each, to them said by Henry Drape and George Adams have bargained, sold and conveyed and do hereby grant alien and convey to said Henry Drape and George Adams certain lands, situated in said County of Madison State of Miss. namely the East half of the S. W. quarter Section twenty one T. eleven R. five E. and the N. E. quarter of the N. W. quarter, section twenty eight T. eleven R. five E. and the W. half of the N. E. quarter section twenty eight all in T. eleven North of Range number five E. containing in all two hundred acres, more or less, and the said R. A. McMurtray and his wife Louisiana McMurtray do covenant with the said Henry Drape and George Adams that they will warrant and forever defend the same to them their heirs or aliens under them against the right title or claim of themselves or either of them and their heirs and of any and of all persons whatsoever claiming by through or under them and said R. A. McMurtray and Louisiana McMurtray his wife put their names and seal through J. H. McMurtray agent for said R. A. McMurtray continued so far as relates to the E. half of the S. W. quarter of Section twenty one as described in the foregoing Deed. it is to be understood that we only convey a quit claim title to that division of the land embraced in the above Deed.

J. H. McMurtray. this the twentieth day of Dec 1845.
 Witnesses (Signed) R. A. McMurtray 
 E. W. Melvin by J. H. McMurtray Atty in
 W. A. Magnuder fact of Record.
 (Signed) Louisiana McMurtray 

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

Personally appeared before David Melton a Justice of the Peace, the above named E. W. Melvin one of the subscribing witnesses to the foregoing deed, who, being first duly sworn, deposeth and saith that he saw the above named J. H. McMurtray atty in fact for R. A. McMurtray & Louisiana McMurtray whose name is subscribed thereto, sign, seal and deliver the same to the above named Henry Drape & Geo. Adams that he, this deponent,

subscribed his name as a witness thereto, in the presence of the said J. W. McMurray att &c. and that he saw the other subscribing witness. W. A. Magruder sign the same in the presence of the said J. W. Murray att &c. and in the presence of each other, on the day and year therein named.

In testimony whereof, Witness my hand and seal this 21st day of February A.D. 1846.

Sam'l Milton J. O. *[Signature]*

Smith Baldwin }
Do } Contract & Lease
J. and F. Hawthorne }

Filed for Record March 31st A.D. 1846 at 4 P.M.
Recorded May 5th A.D. 1846

This Indenture made between Smith Baldwin Party of the first part & J. & F. Hawthorne party of the second part all of Madison County, State of Miss. for & in consideration of the party of the first working a portion of the Creek Plantation which is to be done faithfully & well, the party of the second part agree to furnish the said party of the first part one Mule, Plows & spurs with feed for same & seed to plant said land to Cotton & Corn also to furnish rations of meat & Meal: 16 lbs of Meat & one bush. Corn meal per month for each steady working hand. & one third of all crops raised shall be given to the party of the first part: when ready for market & no claim shall be allowed to be made upon the crops because of any employ- ee or laborer employed to work said crops & supplies to be furnish- ed not to exceed 75^{cts} during the year 1846.

Witness our hands & seals this 12th day of March 1846.

Witness W. N. Hawthorne
A. S. Giles

Smith Baldwin *[Signature]*
J. Hawthorne *[Signature]*
F. Hawthorne *[Signature]*

The State of Miss. }
Madison County }

Personally appeared before me the under- signed Justice of the Peace in and for said County the above name- ed A. S. Giles, one of the subscribing witnesses to the foregoing Deed of Trust who being first duly sworn, deposed and said that he saw the above named Smith Baldwin sign seal and de- liver the foregoing the same to the above named Hawthorne & Bros. and that he this deponent subscribed his name thereto as a witness in the presence of said Smith Baldwin and

that he saw the other subscribing witness N. W. Hawthorne sign the same in the presence of each other on the day & year therein mentioned;

Witness my hand and seal this the 29th day
of March A.D. 1846.

O. L. Kurgon J. Seal

Robt. & Eliza Edwards } Filed for Record March 31st A.D. 1846 at 4 O'Clock.
Po Lease & Mortgage } Recorded May 6th A.D. 1846
J. & Z. Hawthorne }

Know all men by these Presents that we J. & Z. Hawthorne party of the first part & Robt & Eliza Edwards party of the second part & Rowland & Wife. Son. as laborers all of Madison County, State of Miss. do contract together as follows. for and in consideration of the party of the first part having this day leased unto the party of the second part. the Base field on the Creek plantation & for the amt. due on settlement of store acct. for 1845. also amt. paid to Wm. Creek for supplies &c furnished during the year 1844 & for the following supplies to be furnished in making the crops for 1846. Viz: to Robt & Wife 30 bush corn. 1 Hbl. Flour 10 Gal. Molasses 400 lbs. Pork 20 dollars worth of Clothing. 5 dollars worth of Tobacco. also to Rowland & Wife 200 lbs meat 20 \$ worth clothing (1/2) half Hbl. flour. 5 gal molasses. we do agree to pay for the year 1846. Fifteen (15) Bales of Cotton. averaging 450 lbs per Bale, at the gin on the plantation & to secure the full faithful payment of these several sums as per agreement. we do covenant & agree that all the crops of Cotton Corn & other products raised on said land for the year 1846 Also the following personal property to wit: One Mare Lizzie. One horse colt. from said Mare & one Mule colt. and the same is hereby mortgaged & pledged & subjected to a lien in favor of the party of the first part or their assigns & we do appoint as Trustee. for us both parties in contract & authorize & empower him to seize all of said property as above enumerated. & to sell the same to the best advantage for both parties at such time & place after ten days notice & the net proceeds of such sale shall go to satisfy the claim of said first party & any balance left. shall be paid over to the party of second part or their order. & the said Robt & Eliza agree to

put up & keep in repair the fence so as to turn stock & secure the crops & do agree each & all first named to cultivate said land faithfully & well & do their best to fulfill all conditions of this contract.

Witness our hands & seals this 14th day of Feb 1846.

Witness

A. S. Giles
H. W. Hawthorne

J. Hawthorne
Zachariah Hawthorne
Robert ^{his} Edwards
Eliza ^{mark} Edwards
Rowland ^{his} Allen
Low ^{mark} Allen

The State of Miss. }
Madison County }

Personally appeared before me the undersigned Justice of the Peace, in and for said County, the above named A. S. Giles one of the subscribing witnesses to the foregoing Deed of trust who being first duly sworn deposed and saith that he saw the above named Robert Edwards and Eliza Edwards his wife sign seal and deliver the same to the above named Hawthorne & Bro. and that he this deponent subscribed his name as a witness thereto in the presence of the said Robt. & Eliza Edwards, and that he saw the other subscribing witness H. W. Hawthorne sign the same in the presence of each other on the day and year therein mentioned.

Witness my hand and seal this the 29th day of March A.D. 1846.

O. L. Kargini J.P.

Wm Cunningham and
Margaret Cunningham
D's Mortgage
J. & Z. Hawthorne

Filed for Record March 31st A.D. 1846 at 4 P.M.
Recorded May 6th A.D. 1846

Know all men by these Presents that the J. Hawthorne & Z. Hawthorne party of the first part & William Cunningham & Margaret his wife party of the second part, all of Madison County, State of Miss. do find ourselves each to the other as follows, for and in consideration of the party of the first part, having this day leased unto the party of the second part, the North half of the East half of the N E 1/4 of the Creek Plantation for the years 1846 & 1847 for the sum of One Hundred (\$100) dollars to be paid

each year on or before the first day of Dec. of each year or from the first cotton as picked delivered at the gin on the plantation & to secure the prompt & full payment of said rents & such other indebtedness for supplies or otherwise, do agree that all of the Cotton Corn & other crops raised on said land is hereby mortgaged and shall be held in lieu by the party of the first part for all such claims & to do agree that all property owned by us during the life of this lease, shall be held for the full payment of all claims due the party of the first part & do agree that we nor none working under us shall hold any claim or any crops under the employer or laborers land & supplies furnished during the year 1846, not to exceed \$600.00 & We do agree to put in & keep the fence in good condition to turn stock & secure the crops & keep all side hill & other ditches open & in order.

Witness our hands & seals this 18th day of Feb. 1846

Witness
A. S. Giles
H. W. Hawthorne

John Hawthorne
Zachariah Hawthorne
William Cunningham
Margaret Cunningham

The State of Miss. }
Madison County }

Personally appeared before me the undersigned Justice of the Peace in and for said County, the above named A. S. Giles one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn deposed and said that he saw the above named William Cunningham and Margaret Cunningham his wife sign seal and delivered the same to the above named Hawthorne Bro. and that he this deponent subscribed his name thereto as a witness in the presence of said William and Margaret Cunningham and that he saw the other subscribing witness H. W. Hawthorne sign the same in the presence of each other on the day and year therein specified.

Witness my hand and seal this the 29th day of March A.D. 1846.

O. L. Bagum J. P.

Thorton Chambers } Filed for Record March 31st A.D. 1846 at 4 P.M.
 and Parthenia Chambers } Recorded May 6th A.D. 1846
 To } Mortgage
 of } L. Hawthorne

Know all men by these presents that we J. Hawthorne & L. Hawthorne party of the first part & Thorton Chambers & wife party of the second part all of Madison County State of Miss., are bound each to the other as follows. In consideration of the party of the first part having this day leased to the party of the second part the land occupied during the year 1845, around & south of the house he now lives in, also the land on the bottom south the same worked last year by R. Marshall with so much land, north of his house as may be needed & agreed upon for the years 1846 & 1847, for the sum of One hundred (\$100) dollars each year & to be paid on or before the first day of Dec. each year & to secure said rent & such other indebtedness as is due & may become due do agree that the same shall be a renter's lien & mortgage upon all crops raised & property owned by us during the life of this lease & supplies during the year 1846, not exceed \$125⁰⁰ and we do agree to put up & keep in good repair the fence agreed upon & assigned to the party of the second part during the year 1845 connecting with Marshall on the south & Sessor on the north.
 Witness our hands and seals this 18th day of February A.D. 1846.

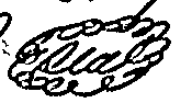
Witness
 A. S. Giles
 W. W. Hawthorne

John Hawthorne
 L. Hawthorne
 Thorton ^{his} Chambers
 Parthenia ^{his} Chambers

The State of Miss. }
 Madison County }

Personally appeared before the undersigned Justice of the Peace, in and for said County the above named A. S. Giles one of the subscribing witnesses to the foregoing Deed of Trust who being first duly sworn, deposeth & saith that he saw the above named Thorton Chambers & Wife sign seal and deliver the same to the above named Hawthorne & Bros. and that he this deponent subscribed his name as a witness thereto in the presence of said Thorton Chambers & Wife and that he saw the other subscribing witness W. W. Hawthorne sign the same in the presence of each other, on the day and year therein men-

Witnessed

Witness my hand & seal this 29th day of March A.D. 1846,
E. L. Hargan J. P. 

Frank Hambleu ^{and}
Precilla Hambleu
Do } Mortgage
J and Z Hawthorne


Filed for Record March 31st A.D. 1846 at 4 P.M.
Recorded May 6th A.D. 1846

Know all men by these Presents, that we J. Hawthorne & Z. Hawthorne, party of the first part & Frank & Laura Hambleu, Silla Hambleu party of the second part all of Madison County, State of Miss. are hold & firmly bound each to the other as follows, to wit: for & in consideration of the party of the first part having this day leased unto the party of the second part on 40 acres on which he & Chas. lived & worked during the year 1845, for the sum of (\$80) Eighty dollars per year for two years viz 1846, to be paid from the first Cotton ginned each year on or before the first day of Dec. of each year, also such other indebtedness as may be made for supplies or otherwise, & relinquishing all rights for ourselves or any employer on our part to work said land for wages or pay for labor performed & to secure the payment of rents & all claims due the party of the first part, do here by agree that all such claims shall be a Mortgage Lien in law, on all crops raised & on all property owned or that we may own during the life of this lease & supplies to be furnished during the year 1846, not exceed (\$45⁰⁰%) and we do agree to keep the fences in a condition to turn stock on the North & road sides of said land & to keep the side hill & other ditches in order to preserve the land.

Given under our hands & seals this day of February 1846

Witness

A. S. Giles
H. W. Hawthorne

John Hawthorne
Z. Hawthorne
Frank & Hambleu
Laura & Hambleu
Precilla & Hambleu 

The State of Miss }
Madison County }

Personally appeared before the undersigned Justice of the Peace in and for said County the above

named A. S. Gilee one of the subscribing witnesses to the foregoing Deed of Trust who being duly sworn deposes and saith that he saw the above named Frank Hamblin & Precilla Hamblin his wife, sign seal and deliver the same to the above named Hawthorne & Bro. and that he this deponent subscribed his name thereto as a witness thereto in the presence of said Frank & Precilla Hamblin and that he saw the other subscribing witness W. W. Hawthorne sign the same in the presence of each other on the day and year therein mentioned.

Witness my hand and seal this the 29th day of March A.D. 1846.

O. L. Wagon J. P. 

Granison Williams
and Jane Williams
To } Mortgage
Jas L. Hawthorne }

Filed for Record March 31st A.D. 1846 at 4 P.M.
Recorded May 6th A.D. 1846

Know all men by these presents that we Jas L. Hawthorne party of first part & Granison & Jane Williams party of the second part of Madison County & State of Miss. In consideration of the party of the first part, having this day leased into the party of the second part, the south half of the Chalf. of the N.E. 1/4 of the Beck plantation for the year 1846. & agreed to furnish a horse to work the same, the party of the second part agree to plant the same into Cotton & Corn & to work & gather the same in a faithful & husbandlike manner & to pay Eighty (\$80) dollars rent for land & twenty five (\$25) dollars for use of said horse, and party of the first part to have the control of the same and to secure the payment of said sum & that may be supplied & for the same of - dollars due for supplies furnished during the year 1845. do grant bargain & by these presents convey our entire crops for satisfying said claim & if upon sale there should be any thing left after the claims are paid then the balance shall be paid to the party of the second part or their order & the said Granison & Jane do agree to put up & keep in condition to turn stock & secure the crops the fence on the East side of the land & supplies to be furnished 1846. not to exceed \$100⁰⁰ during the above mentioned year.

Witness our hands & seals this 2nd day of March A.D. 1846.

John Hawthorne 

Witness A. S. Giles
 W. W. Hawthorne

L. Hawthorne
 Granison ^{his} Williams
 Jane ^{my} ^{near} Williams

The State of Miss. }
 Madison County }

Personally appeared before me the undersigned Justice of the Peace in and for said County the above named A. S. Giles one of the subscribing witnesses to the foregoing Deed of Trust who being first duly sworn deposes and saith that he saw the above named Granison Williams & Jane Williams his wife sign seal and deliver the same to Hawthorne & Co. and that he this deponent subscribed his name as a witness thereto in the presence of said Granison & Jane Williams and that he saw the other subscribing Witness W. W. Hawthorne sign the same in the presence of each other on the day and year therein mentioned.

Witness my hand and seal this the 29th day of March A.D. 1846.

O. L. Hargen Jr. 

Berry Baldwin } Filed for Record March 31st A.D. 1846 at 4 P.M.
 And Milly Baldwin } Recorded May 6th A.D. 1846.

To s^d Deed of Trust
 of L. Hawthorne } Deed of Trust for Rent and Supplies
 Whereas Berry & Milly Baldwin have rented from J^d L. Hawthorne for the year 1846, and lying between the road & branch as by them cultivated, 28 acres of land being part of Brick plantation situated in the County of Madison, and for which they agree to pay rent as follows, to wit: Sixty (\$60) in Cotton at the gin on said plantation & Ninety One (\$91⁰⁰) for 1845 supplies & \$25 paid Wm Brick on supplies for 1844 with interest & \$50 for cost with interest all to be paid in Cotton at the Canton market price at the time of delivery 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 our part the said J^d L. Hawthorne are authorized to employ labor to do the same, for which we agree to pay, and whereas we desire to procure during the year 1846, from said Hawthorne a Horse or Mule and advances in etc. for the purpose of culti-

vating said land to the amount of One Hundred Dollars, and for the payment of which said advances the said J & Z Hawthorne has a lien created by the act of February 18th 1864, upon all the crops of cotton, corn and other products raised upon said land. And whereas, the said Perry & Milly Baldwin desire 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, we agree and covenant that all the crops of corn, cotton, and other products raised on said land in the year 1876, and also the following other personal property, to-wit: One Black Mule, Billy Row & Calore 1 Horse Carl & harness corn & fodder now on hand as before mortgaged to Wm Beck, shall be still held as the property of the said J & Z Hawthorne, till all claims as above are satisfied and the same is hereby mortgaged, and pledged and subjected to a lien in favor of the said Hawthornes or their assigns for the payment of said rent and advances and the faithful performance of this contract. & we do agree that no laborer or employee shall have or hold any claim upon the crops cultivated on said land for the year 1876, and we bind ourselves to cultivate, gather and put into marketable condition as soon as practicable our whole crop of cotton, and deliver as fast as baled to said J & Z Hawthorne at the gin, to be sold by him as may be agreed upon, the net proceeds to be applied by Hawthorne or their Agent or assignee to payment of the indebtedness to J & Z Hawthorne or assignee, now if we should in all things comply with the obligations aforesaid then this deed to be void, But if we fail to comply with the conditions thereof then it is agreed that acting as trustee and agent of both Contracting parties herein, is authorized and empowered to seize all the property above enumerated, and 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 Perry & Milly Baldwin or their order, and the said Trustee is further empowered to employ labor to pick the cotton, in case we fail to do so at the proper time charging us for the same.

Given under our hands & seals this 2nd day of March 1876.

Witness A. S. Liles
H. W. Hawthorn

John Hawthorne
Z Hawthorne
Perry & Baldwin

The State of Miss. }
 Madison County } Personally appeared before me the un-
 derdesign'd Justice of the Peace in and
 for said County the within named A. S. Liles one of the sub-
 scribing witnesses to the foregoing deed of trust who being
 first duly sworn deposes and saith that he saw the above
 named Perry Baldwin sign seal and deliver the foregoing
 deed of trust to the above named Hawthorne Bros and
 that he this deponent subscribed his name thereto as a
 witness in the presence of said Perry Baldwin and that he
 saw the other subscribing witness W. W. Hawthorne sign
 the same in the presence of each other on the day and
 year therein mentioned.

Witness my hand and seal this the 29th
 day of March A.D. 1846.

G. L. Waigon J. P.

Chas. Hamblett & } Filed for Record March 31st A.D. 1846 at 4 P.M.
 Harriet Hamblett } Recorded May 6th A.D. 1846

To: Deed of Trust }
 J. & Z. Hawthorne } "Deed of Trust for Rent and Supplies"
 Whereas we Charles & Harriet Hamblett have
 rented from J. & Z. Hawthorne for the year 1846 the South
 half of the 80 of Brinkley land within the Brick field it being
 a part of the magnuder tract situated in the County of Mad-
 ison and for which we do agree to pay rent as follows to wit:
 One Hundred & twenty (\$120) dollars in Cotton at the gin
 at the Canton market price at the time of delivery we have
 also agreed to cultivate the said 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
 our part the said J. & Z. Hawthorne are authorized to employ
 labor to do the same, for which we agree to pay out of the
 entire crops, and whereas we desire to procure during the
 year 1846 from J. & Z. Hawthorne advances etc. for the pur-
 pose of cultivating said land to the amount of \$450. Dollars
 and for the payment of which said advances, the said
 J. & Z. Hawthorne have a lien created by the act of Febru-
 ary 18th 1864 upon all the crops of Cotton, corn and other
 products raised upon said land, and whereas the said

Charles & Harriet Hambleu desire 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 we 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 Mare, 3 Cows & 3 calves one buggy, wagon & harness plow & gears, &c and the same is hereby mortgaged and pledged, and subjected to a lien in favor of the said J & Z Hawthorne or their assignee for the payment of said rent and advances and the faithful performance of this contract & we do agree that no employee or laborer on said land for the year 1846, shall hold any claim in the crops raised on said lands, and we bind ourselves to cultivate, gather and put into marketable condition as soon as practicable the whole crop of Cotton, and deliver as fast as baled to said J & Z Hawthorne or assignee to be sold by them as may be agreed upon, the net proceeds, to be applied by Hawthornes, agent or assignee to payment of their indebtedness to the said Hawthorne or assignee, Now if we should in all things comply with our obligations aforesaid, then this deed to be void, but if we fail to comply with the conditions thereof, then it is agreed that, 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 Charles & Harriet Hambleu or their order, And the said Trustee is further empowered to employ labor to pick the Cotton, in case we fail to do so at the proper time charging us for the same.

Given under our hands and seals this 19 day
of February 1846.

Witness A. S. Giles
H. W. Hawthorn

John Hawthorne
Z. Hawthorne
Chas. Hambleu
Harriet Hambleu

The State of Miss. }
Madison County }

Personally appeared before me the undersigned Justice of the Peace in and for said County the above

named A. S. Giles one of the subscribing witnesses to the foregoing Deed of Trust who being first duly sworn deposed and saith that he saw the above named Chas. Hambley & Harriet Hambley his wife, sign seal and deliver the same to the above named Hawthorne & Bro. and that he this deponent subscribed his name thereto as witness in the presence of said Chas. & Harriet Hambley and that he saw the above witness H. W. Hawthorne sign the same in the presence of each other on the day and year therein mentioned.

Witness my hand and seal this the 29th day of March A.D. 1846.

O. L. Hargon J. P.

J. & Z. Hawthorne } Filed for Record March 31st A.D. 1846 at 4 P.M.
 P. S. Assignment } Recorded May 8th A.D. 1846.
 Tucker & Sharp }

The State of Miss. Madison County.
 Know all men by these presents that we J & Z Hawthorne have this day transferred to Tucker & Sharp Merchants at Buckville, the following Deeds of Trust to wit: Smith Baldwin to J & Z Hawthorne, William Cunningham & Wife to same, Perry Baldwin to same, Grant Hambley & Priscilla Hambley to same, Robert Edwards & Wife to same, Grandison & Jane Williams to same, Thornton Chambers & Wife to same, Chas. Hambley & Wife to same, all signed sealed and delivered to said J & Z Hawthorne and duly acknowledged before O. L. Hargon a Justice of the Peace, in and for said County this the 29th day of March A.D. 1846.

John Hawthorne & Bro.
 per J. Hawthorne

The State of Miss. }
 Madison County }

Personally appeared before me the undersigned Justice of the Peace the above named J & Z Hawthorne who acknowledged that they signed sealed and delivered the foregoing transfers of Deeds of Trust as their act and deed on the day and year therein specified and for the purpose therein specified

Witness my hand and seal this the 29th day of March AD 1846
O. L. Hargm J.P. *[Signature]*

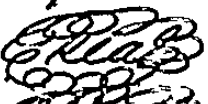
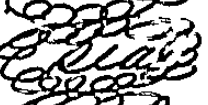
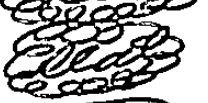
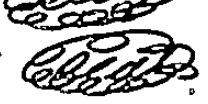
J. Hawthorne & Bro
Do's Deed of Trust
A. W. Blackman Trustee
Do secure
Pucker and Sharp

Filed for Record March 31st AD 1846 at 4 PM.
Recorded May 8th AD 1846.

This Indenture, made and entered into this 29th day of March 1846, between John Hawthorne & Bro. of the first part and H. W. Blackman of the second part, and A. P. Pucker & J. P. Sharp, doing business under the firm name of Pucker & Sharp of the third part. Witnesseth, that the said party of the first part, for and in consideration of the sum of Two Dollars in hand paid by the party of the second part, the receipt of which is hereby acknowledged, as well as for the further Considerations hereinafter mentioned, has hereby granted, bargained, sold and conveyed unto the party of the second part, the following described property, situated in the County of Madison and State of Mississippi, to wit: 1 Bay horse Frank, 1 Bay horse Geo, 1 Sorrel horse Rock, 1 Filly Dolly, 1 Bay Mule Mack, 1 Bay Mule Jim, 1 Bay Mule Julia, 1 yoke Oxen, Two Wagons, entire Crop Cotton & Corn &c., together with all the farming implements of every kind and description belonging to the party of the first part, now on the plantation known as Preckville, also the entire crop of Cotton and corn that shall be raised the present year, by the party of the first part, on the plantation aforesaid, to have and hold the above described property unto the said party of the second part, his heirs and assigns forever and the said party of the first part for himself, his heirs, executors, and administrators, hereby covenants and agrees to and with said Party of the second part, his heirs and assigns to forever warrant and defend the title to the said Property against the claims of all persons whomsoever. But this conveyance is in trust, and upon the following terms and conditions: Whereas, the said party of the first part is justly indebted to the said party of the third part, in the sum of, evidenced by his certain promissory note for that amount dated and payable to the order of said party of the third, with interest thereon at the rate of ten per cent per annum from

and also in the further sum of \$500⁰⁰/₁₀₀ dollars, due and payable on the 10th day of Nov. 1876, evidenced by open account kept by party of third part, being for family and plantation supplies furnished and to be furnished during the year 1874, which sums of money the party of the first part is desirous of securing. And it is further understood and agreed by the party of the first part, that in case the amount furnished shall, at any time before closing the account before mentioned, exceed the aforesaid sum of \$500⁰⁰/₁₀₀ dollars then in that event, the said excess shall be, and the same is hereby secured, under this deed of trust. Now if said party of the first part shall pay off and discharge said indebtedness at maturity, then this conveyance to be void, but should said party of the first part fail to pay and satisfy said indebtedness at maturity then it shall be the duty of the party of the second part at the request of the party of the third part, to take possession of all the property conveyed under this trust and after giving ten days notice of the time and place of sale, by posting notices in five public places in Madison County, proceed to sell at public auction, for cash in hand, to the highest bidder at Breckville, all of said property, or a sufficiency thereof to satisfy the debt and interest and cost of executing this trust, and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon, and the cost of executing this trust, and the balance, if any there be, shall be paid over to the party of the first part. It is further agreed and understood that should said Trustee, from any cause, fail to execute this trust, then it shall be lawful for Tucker & Sharp to appoint another whose acts shall be binding.

In testimony whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written

J. Hawthorne 
 L. Hawthorne 
 H. W. Blackman 
 Tucker & Sharp 

Attest

A. S. Giles
 H. W. Hawthorne

The State of Miss. }
 Madison County } Personally appeared before me the
 undersigned Justice of the Peace in and
 for said County, the above named A. S. Giles one of the
 subscribing witnesses to the foregoing deed, who being first
 duly sworn, deposes and saith that he saw the above
 named Hawthorne & Bro. sign seal and deliver the
 same to the above named Shapp & Pucker and that
 he this deponent subscribed his name as a witness there-
 to, in the presence of said Hawthorne & Bro. and that
 he saw the other subscribing witness G. W. Hawthorne
 sign the same in the presence of each other on the day
 and year therein mentioned.

Witness my hand and seal this the 29th
 day of March A.D. 1846.
 O. L. Hargan J. P.

Jessie Yellowley and
 Jas. B. Yellowley
 Do & Wives of Trust
 Thos. Kelum Trustee
 To secure
 Thos. O. Kelum President

Filed for Record April 1st A.D. 1846. at 11 a.m.
 Recorded May 8th A.D. 1846.

This Indenture, made this 27th day of March
 1846. between Jessie Yellowley and Jas. B. Yellowley her husband of
 the first part and Thos. Kelum party of the second part. and Thos.
 O. Kelum President party of the third part. Witnesseth: that where-
 as, said parties of the first part, are indebted to said party
 of the third part in the sum of \$1673.⁸⁶/₁₀₀ Dollars, evidenced
 by their promissory note dated March 27th 1846, and due Dec-
 ember First 1846. And the said parties of the first, being desirous
 to secure the prompt payment of said at its maturity. Now
 this Indenture. Witnesseth, that said parties of the first part,
 for and in consideration of the sum of ten dollars to them in
 hand paid by said parties 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
 parties of the second part, their assigns forever, all the fol-
 lowing described property situated in the County of Madison

Jackson Miss 17th March 1848

and State of Mississippi, and more particularly designated and described as follows, to wit: $N\frac{1}{2}$ $S\frac{1}{4}$ Section 34, 60 acres off North end, $E\frac{1}{2}$ $NE\frac{1}{4}$ Section 33, $N\frac{1}{2}$ $S\frac{1}{4}$ Section 27, $E\frac{1}{2}$ $SE\frac{1}{4}$ and $S\frac{1}{2}$ $W\frac{1}{2}$ $SE\frac{1}{4}$ and $E\frac{1}{2}$ $SW\frac{1}{4}$ and $E\frac{1}{2}$ $W\frac{1}{2}$ $S\frac{1}{4}$ Section 28, all in Township of Range 2 East. Consisting of Four hundred and sixty nine more or less, To have and to hold the above described property forever, And said parties of the first part, for themselves, their heirs, executors and administrators, covenant with said parties of the second part, their heirs and assigns, that they are lawfully seized and possessed of the above described property, and will forever warrant and defend the title to the same against the claims of all persons whatsoever; In trust, nevertheless; and for the following use, intent and purpose, and none other, to wit: Should said parties of the first part fail to pay and to satisfy said note at maturity, then it shall be the duty of the said party of the second part, at the request of said party of the third part or either of them, after giving thirty days notice of the time and place of sale in some newspaper published in Madison County, to proceed to sell at public Auction, at the Court house door in Canton Miss. for cash, in hand to the highest bidder, all the above described property; or a sufficiency thereof 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 interest thereon, and the cost of executing this trust, and the balance if any there be shall be paid over to said parties of the first part. But should said parties 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 Thos. Helms 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 Thos. O. Helms President; his executors, administrators or assigns, under their hands and seals, to appoint another Trustee in place of the said Thos. Helms with full power to execute the same according to its terms and whose actings and doings in the premises shall be as

finding as if done by the said Thos. Kelum Trustee.

In testimony of which said parties of the first and second parts have hereunto set their hands and affixed their seals this day and date first above written

Jesse Yellowley
J. B. Yellowley

The State of Mississippi }
Madison County }

This day personally appeared before me, R. O. Andrews J.P. in and for said County, the above named J. B. & Jesse Yellowley and acknowledged that they signed, sealed and delivered the foregoing Deed of Trust as their voluntary act and deed, on the day and year therein mentioned,

Given under my hand and seal this 24 day of March A.D. 1846.

R. O. Andrews J.P.

James K. Kaubleu
and Pranguila S. Kaubleu
vs } Deed of Trust
H. F. Adams Trustee
vs secures J. H. Evans

Filed for Record April 14th A.D. 1846. at 11.45 am.
Recorded May 8th A.D. 1846.

State of Mississippi, Madison County,
Know all men by these presents that we James K. Kaubleu and Pranguila S. Kaubleu of the first part, Henry Adams Trustee of the second part, and James H. Evans of the third part, all of Madison County and State of Mississippi, Witnesseth: that the first parties being indebted to the third party in the sum of Five hundred dollars as is evidenced by one promissory note of new date with this and for merchandise that may be supplied during the year A.D. 1846 as shall be evidenced by the account books and vouchers of said Evans and being desirous to secure the payment of the same at maturity, do hereby bargain sell, convey and deliver unto the second party as trustee all their crops of Cotton, corn fodder cane &c, to be planted sown, gathered and raised upon the plantation of Pranguila S. Kaubleu near Sulphur Springs in Madison County, Mississippi, in for and during the year 1846. In trust that if the first parties shall well and truly pay at maturity the aforesaid indebtedness then this deed shall be null and

void, otherwise to remain in full force and virtue with power in Henry Adams or his successor, as shall be appointed at the discretion of said Evans, to enter into and take possession of the above described property, advertise sale by posting notice at Camden for five consecutive days, and to sell for cash to the highest bidder at public outcry, at Camden and after paying the cost of this instrument, to pay the mortgage debt and if there is any surplus to pay the same to the Mortgagees.

In testimony whereof we have this day February 9th 1846, signed our names and affixed our seals in the presence of these witnesses,

Witness O. A. Kaublew
Baylus Winlock

James K. Kaublew
J. S. Kaublew

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace of said County the within named O. A. Kaublew one of the subscribing witnesses to the foregoing Deed of Trust who being first duly sworn deposed and said that he saw the within named James K. Kaublew and J. S. Kaublew whose names are subscribed thereto sign seal and deliver the same to H. S. Adams trustee for J. H. Evans that he this deponent signed his name as a witness thereto in the presence of the said J. K. & J. S. Kaublew 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 18th day March A.D. 1846

Sam'l Milton J.P.

Jerry Williams
Cassoy Williams
Ed. Nelly Maxwell
Do. Deed of Trust
W. S. Leggett
Prosecure & Trustee
James Conway

Filed for Record April 14th A.D. 1846 at 1.30 P.M.
Recorded May 8th A.D. 1846

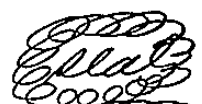
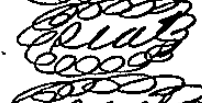

This Indenture, made and entered into this 28th day of Feby. A.D. 1846, by and between Jerry Williams

+ Casey Williams and Nelly Maxwell party of the first part, and
 W. S. Reggett party of the second part, and James Conway party
 of the third part. Witness; that said party of the first part,
 indebted to the party of the third part in the sum of Three Hun-
 dred Dollars, evidenced by 1 Bay Mare Mule named Mollie & 1 Bay
 Horse furnished this day, and that whereas the said party of
 the third part, have undertaken and promised to supply the said
 party of the first part, money, goods, wares and merchandise during
 the year 1846, to the amount of Seventy five Dollars from this
 date until the 1st day of October A.D. 1846, the said money goods
 wares and merchandise being for Plantation Supplies and necess-
 aries, and wearing apparel, And that whereas the said party
 of the first part, being desirous of securing to the said party of
 the third part, the prompt payment of the said indebtedness
 at the maturity thereof, and the advances and supplies on
 or before the 1st day of Oct. A.D. 1846, Now therefore, in consid-
 eration of the premises, as well as for and in consideration of
 the sum of Ten Dollars in hand, paid by the said party of
 the second part, to the said party of the first part, the receipt
 whereof is hereby acknowledged, the said party of the first
 part have granted, Bargained and sold, and by these presents
 do Grant, Bargain, sell and convey unto the said party of the
 second part, his heirs, executors, administrators and assigns,
 the following described Real and Personal Estate, lying and being
 in the County of Madison in the State of Mississippi to-wit:
 All Cotton, Corn, fodder, and whatever crop raised by us or
 those under our employ, 1 Bay Mare Mule, 1 Bay Horse, all
 hogs in our possession and other stock that may come in our
 possession until the above claim is satisfied, To have and to
 hold the same unto the said party of the second part, his heirs
 executors, administrators and assigns, and the successor of him
 forever, in trust nevertheless, upon these terms and Conditions
 that is to say that the said party of the first part shall have
 in Canton, Mississippi by the 1st day of Oct. A.D. 1846, such
 an amount of Cotton as will fully pay off the indebtedness
 incurred herein and in case said indebtedness is not paid at
 maturity then the said parties of the first part is to pay said
 parties of the third part 2 1/2 per cent of the whole of said in-
 debtedness, which is agreed on as liquidated damages in
 case of the non performance of the allegations therein. If the
 said party of the first part, shall fail or refuse to pay to

said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandize, or or before the maturity thereof, and all interest which shall accrue thereon and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said Real and Personal Estate and sell the same, or as much thereof as may be necessary, before the door of the Court House in the City of Leanton, at public Auction, to the highest bidder for cash, after giving 5 days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in Canton or more convenient public place therein, and convey the Estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part or the successor of him shall first pay the cost and charges of this Deed, and of said Sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods wares and merchandize, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part, shall pay the same to the said party of the first part and his assigns, and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods wares and merchandize, and all interest due thereon, and the cost and charges of this deed, then the said party of the second part, shall enter satisfaction of this Deed, upon the record thereof, and the same thence forward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall for any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or his assigns, shall, in writing appoint another Trustee in his place, whose acts and doings in the premises shall be as binding as if done by the said W. B. Leggett Trustee aforesaid.

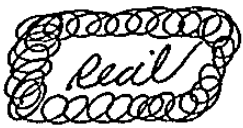
In testimony whereof, the said parties of the first part, herunto set their hands and seals on the day and year first above written.

R. W. Leggett
W. M. Leggett.

Jerry ^{his} Williams 
Cassy ^{his} Williams 
Nelly ^{his} Maxwell 

State of Mississippi }
Madison County }

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



Given under my hand and official seal at office, this 28th day of Feb'y. A.D. 1846.

O. S. Jeffrey Clerk
By H. R. C. Powell D.C.

State of Mississippi }
Madison County }

Personally appeared before the undersigned clerk of the Chancery Court of the said County, the within named Cassy Williams wife of the said Jerry Williams who in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned as her voluntary act and deed, freely without any fear, threats or compulsion of her said husband.

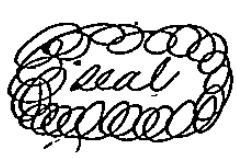
Given under my hand Official Seal, this 28th day of February A.D. 1846.

O. S. Jeffrey Clerk
By H. R. C. Powell D.C.

The State of Mississippi }
Madison County }

Personally appeared before me O. S. Jeffrey Clerk of the Chancery Court, the above named W. M. Leggett one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposed and saith that he saw the above named Nelly Maxwell whose name is subscribed there to sign seal and deliver the same to the above named James Conway that he this deponent, subscribed his name as a witness thereto, in the presence of the said Nelly Maxwell and that he saw the other subscribing witness, R. W. Leggett sign the same in the presence of the said Nelly Maxwell 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 1st day of April AD 1846.
C. B. Jeffrey Clerk
By C. H. Leitch D.C.

David Martin
Trustee of Trust
Charlie Smith
Trustee
Shrock & Sons

Filed for Record April 13th AD 1846 at 8 a.m.
Recorded May 8th AD 1846.

"Merchants Deed of Trust"


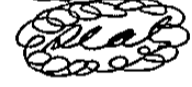
This Deed of Trust, made this 1st day of April AD 1846. Witnesseth: that whereas David Martin of Madison County, Mississippi party of the first part is indebted to Shrock & Sons of Attala County, Mississippi in the sum of Twenty Seven ⁰⁰/₁₀₀ Dollars, on a promissory note dated, Mch. 18th 1846, bearing 10% int. from Jan'y. 1st, 1846, and whereas, said party of first part expect said Shrock & Sons to advance him supplies and merchandize during the year 1846 not to exceed Twenty five Dollars, 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 promise, as well as for ten dollars to him paid by Charlie Smith Trustee does hereby bargain, sell and convey to said Trustee the property being in Madison County, Mississippi, and described as follows: all of his crop of Corn, Cotton, Fodder and anything else he may raise or control the present year on his place near Coupable City or any other place he may work also all of his stock of Horses, Mules, Cattle &c. the title to which unto said trustee or any successor, warrant and agree forever to defend, in trust however, that if said party of the first part shall, on or before the 1st day of November 1846, pay what may be due said Shrock & Sons, 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

CANCELLED
See 14/1846 Shrock & Sons

terms of sale by posting notices in three public places in said County. Sell said property or a sufficiency thereof, to make said payments, for cash, at public Auction at his place of Residence, and said Shrock & Some or his legal representative, can at any time they may desire, appoint a trustee in the place of Charles Smith, or any succeeding trustee. And should the Trustee, at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid but until demanded by the trustee for either of the purposes as aforesaid, said party of first part can hold the same. It is further distinctly understood and agreed between the parties aforesaid that this deed is made and intended to secure any advances on account of the crop of 1876, made after the 1st day of January, 1876, and not mentioned herein.

In testimony whereof, said David Martin and Shrock & Some have hereunto set their hands and seals, on the date above written.


Witness J. N. Jones
R. M. Mabry

David ^{his} Martin 
Shrock & Some 

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

This day personally appeared before me, the undersigned Mayor & Ex officio a Justice of the Peace in and for Holmes County, J. N. Jones one of the witnesses to the signature of David Martin and Shrock & Some who makes oath that in his presence said parties signed this 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 12th day of April A.D. 1876.

J. A. G. Swille 
Mayor & Ex officio J.P.

James W. Smith
and Charlie Smith
To } Deed of Trust
L. M. Mabry Trustee
To secure
Shrock & Sons

Filed for Record April 13th AD 1846 at 8 am.
Recorded May 9th AD 1846

"Merchants Deed of Trust"


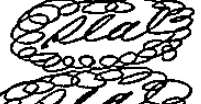
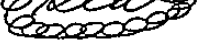
This Deed of Trust, made this 14th day of April AD 1846. Witnesseth: that whereas James W. Smith and Charlie Smith of Madison County, Mississippi parties of the first part are indebted to Shrock & Sons in the sum of Twenty Seven ⁸100 Dollars. on a promissory note signed by J. W. Smith dated April 14th 1846. and whereas said parties of first part expect said Shrock & Sons to advance them 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 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 Dr. L. M. Mabry Trustee. does hereby bargain sell and convey to said Trustee the property being in Madison County Mississippi, and described as follows: One Black Horse Mule and the entire crop of Corn Cotton and all else that they make raise or control. the present year on the place they now live or elsewhere. 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 1st day of November 1846. pay what may be due said Shrock & Sons as aforesaid, and all costs incurred on account of this deed. then this deed to be void. but if default is made in said payments, the trustee shall take possession of said property and having given ten days notice of the time. place and terms of sale. by posting in three public places in said County sell said property or a sufficiency thereof. to make said payments for cash. at public Auction at their place of Residence And said Shrock & Sons or his legal representative can at any time they may desire, appoint a trustee in the place of Dr. L. M. Mabry or any succeeding Trustee. And should the trustee at any time believe said property. may

CANCELLED.
Dec 14th 1852 Shrock & Sons

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. It is further distinctly understood and agreed between the parties aforesaid, that this deed is made and intended to secure any advances on account of the crop of 1846, made after the 1st day of January 1846, and not mentioned herein.


In testimony whereof, said J. W. Smith, Charlie Smith & Shrock & Sons have hereto set their hands and seals, on the date above written.

Witness J. N. Jones
 Charley Carson

James W. Smith 
 Charles Smith 
 Shrock & Sons 

The State of Mississippi } ss.
 Holmes County }

This day personally appeared before me, the undersigned Mayor & Ex officio, a Justice of the Peace in and for Holmes County J. N. Jones one of the witnesses to the signature of James W. Smith, Charlie Smith & Shrock & Sons who makes oath, that said parties in his presence signed 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 12th day of April A.D. 1846.
 F. A. C. Neville 
 Mayor & Ex officio J.P.

N. F. Westbrook }
 Do Deed of Trust }
 J. N. Jones Trustee }
 Do secure }
 Shrock & Sons }

Filed for Record April 13th AD 1846 at 8 am.
 Recorded May 9th AD 1846

This Deed of Trust and agreement made this 5th day of April AD 1846. Witnesseth that whereas N. F. Westbrook of Madison Co. Miss. party of the first part, is indebted to Shrock & Sons of Attala Co. Miss. in the sum of Eighty One 98/100 Dollars and two promissory notes one to Shrock & Sons

dated Feby 8th 1846. for Sixty Dollars and one to J. K. Shrock for twenty one 98/100 Dollars dated April 5th 1846. and whereas said party of the first part expects said Shrock & Sons to advance him supplies and merchandize during the year 1846. not to exceed the amount of fifteen dollars, and whereas said party agreed to secure the payment of said sum, as also any amount that may be advanced, as aforesaid, that the part of the first part, in consideration of the premium as well as for ten dollars to him paid by J. D. Jones Trustee does hereby grant, bargain, sell and convey to said Trustee the property being in Madison County, State of Mississippi and described as follows. All of his crop of Corn, fodder, Cotton, and every thing else. he may raise or control the present year on the place of Mrs. M. C. Jordans or any other place he may work, also one Barrel Mare, bought of Shrock & Sons Feby 8th 1846. the title to which un- to said Trustee or any successors, warrants and agrees for- ever to defend. In trust however that if said part shall on or before the 15th day of October 1846. pay what may be due said Shrock & Sons, as aforesaid and all costs in- curred 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 of Madison sell said remain- ing property, or a sufficiency thereof to make said payments for cash, at Public Auction, at place of residence of said first party, And said Shrock & Sons, or their legal represen- tatives can at any time they may desire, appoint a trustee in place of J. D. Jones 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 afo- resaid; 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 M. F. Westbrook & Shrock & Sons have hereunto set their hands and seals.

Witness J. N. Jones & G. S. Shrock

M. F. Westbrook
Shrock & Sons

CANCELLED

Dec 14/62 Shrock & Sons

State of Mississippi }
 Holmes County } Personally appeared before me F. A. C.
 Neville Mayor and ex officio a Justice of
 the Peace for said County, J. N. Jones one of the witnesses
 to the signature of M. F. Westbrook & Shrock & Sons to this
 deed, who makes oath that they in his presence sign and
 acknowledge that they signed sealed and delivered the fore-
 going Deed of Trust at the time therein named as their act
 and deed.
 Witness my hand and seal this 12th day of April
 1846.
 F. A. C. Neville Mayor & Ex officio

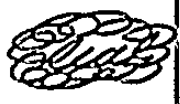
Grew Alexander } Filed for Record April 14th AD 1846 at 12 M.
 Do Trust Deed. } Recorded May 9th AD 1846.
 W. F. Adams Trustee }
 Do secure J. H. Evans }

State of Mississippi, Madison County.
 Know all men by these presents that I Grew Alexander, party
 of the first part, W. F. Adams W. F. Adams party of the sec-
 ond part, and J. H. Evans party of the third part all of
 Madison County, State of Mississippi, Witnesseth: that the
 first party being indebted to the third party in the sum of
 One hundred Dollars, as evidenced by one promissory note of ev-
 ery day and date with this and for merchandise that may be sup-
 plied during the year AD 1846, as shall be evidenced by the
 account books and vouchers of said Evans, and being de-
 siring to secure the payment of the same at maturity do
 hereby bargain, sell convey and deliver unto the said second
 party as trustee all the crops of Cotton Corn and other prod-
 ucts to be raised and gathered upon the plantation of the
 said first party during the year AD 1846. Also One Dark
 Mouse Colored Mare Mule, about seven years old named
 Pies. In trust, that if the first party shall well and truly
 pay on the first day of November AD 1846, the aforesaid
 indebtedness then this deed, shall be null and void other-
 wise to remain in full force and virtue in W. F. Adams
 or his successor as shall be appointed at the discretion
 of said Evans to enter into and take possession of the
 above described property advertise sale, by posting notice

I do know the contents of this deed
 and of the fact that it is the day of May 1846
 J. H. Evans


at Coauden for five consecutive days and to sell for cash to the highest bidder at public outcry at Coauden and after paying the cost of this instrument to pay the mortgage debt and if there is any surplus to pay the same to the Mortgagee.

In testimony whereof I have this the 21st day of March AD 1846, signed my name and affixed my seal, in the presence of these witnesses.

Witness David Hambley Green ^{his} Alexander 
 N. L. Maxwell.

The State of Mississippi }
 Madison County } Personally appeared before the undersigned Justice of the Peace of said County the within named David Hambley one of the subscribing witnesses to the foregoing Deed of Trust, who being duly sworn deposed and saith that he saw the within named Green Alexander whose name is subscribed thereto sign seal and deliver the same to the said H. T. Adams Trustee, that he this deponent subscribed his name as a witness thereto in the presence of the said H. T. Adams, and that he saw the other subscribing witness sign his name as a witness thereto in the presence of the said Green Alexander, 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 25th day of March AD 1846.


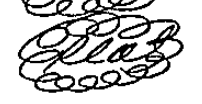
Saml Milton J. P. 

Saw Brown } Filed for Record April 30th AD 1846 at 4 P.M.
 and Jane Brown } Recorded May 9th AD 1846.
 Do } Trust Deed
 D.P. Caldwell Trustee
 To secure
 R. M. Caldwell.

This Trust Deed, executed by Saw Brown and Jane Brown his wife the grantors to D.P. Caldwell the trustee to secure R. M. Caldwell the beneficiary, witnesseth that whereas said Saw Brown owes said beneficiary One Hundred and Twenty Five Dollars borrowed money evidenced by his note for said sum of this date, due January

1st 1844. Now to secure said note said grantors do grant bargain and sell, alien and convey to said Trustee and his heirs forever, that land in Madison County, State of Mississippi described as two acres off the South Side of the West half of the East half of the North East fourth of Sec 23. T. 9. R. 2 East and one bay horse mule. If said note is paid at maturity this deed to be void, otherwise said trustee, or any one else in writing appointed by the lawful holder of said note may sell said land and mule at Auction for cash in front of the Court House, door of said County after ten days notice of the time place and terms of sale, with description of the property to be sold by a writing posted on said door, and out of the proceeds shall pay, first the expenses of executing this trust, next what may be due on said note and any balance to said Sam Brown, there is excepted out of this deed, two small lots heretofore sold, one lot to Lewis Hardin and the other lot to Sandy Leonard. Jane Brown joins in this deed for conformity, and in order that the land aforesaid which is the homestead exemption may be conveyed by this deed.

Witness the hands and seals of said grantors this the 3rd day of April A.D. 1846.

Sam^{his} Brown 
 Jane^{mark} Brown 

State of Mississippi }
 Madison County }

Personally appeared before me, O. S. Jeffrey Clerk of the Chancery Court of said County, the within named Sam Brown and Jane Brown his wife, who severally acknowledged that they signed, sealed and delivered the foregoing and Annored Deed, as their own act and deed, and the said Jane Brown 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 3rd day of April A.D. 1846.



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